CDBG-DR SUBRECIPIENT AGREEMENT

The following information is provided pursuant to 2 CFR 200.332(a)(1)

Federal Award Identification Number (FAIN)/ HUD CDBG-DR Grant No.:	B-23-UN-12-0002
Assistance Listing Number (formerly CFDA #):	14.218 Community Development Block Grants/Entitlement Grants
Federal Register Notice & Public Law:	FR-6393-N-01: PL-117-328
Federal Award (HUD Grant Agreement) Date:	11/20/2023
Agreement No.:	DR10159
Responsible Entity (RE):	Lee County
Lead and Responsible Department:	Office of Strategic Resources and Government Affairs
CDBG-DR Funding Source/Program:	US Department of Housing and Urban Development
Subrecipient Name:	Village of Estero
Subrecipient ID (Unique Entity Identifier via SAM.gov):	CJLEVP2G6368
Subrecipient Period of Performance (Start Date):	08/01/2024
Subrecipient Period of Performance (End Date):	07/30/2026
Total Amount Obligated via Agreement:	$450,000
Total CDBG-DR Obligation to Subrecipient (all Agreements, including this obligation):	$450,000
Project/Activity ID(s):	DR10159
Federal Award Program/Project/Activity Description:	Recovery and Resiliency Planning Program/ Village of Estero Eco-Historical Planning Study
Does the Federal award include an Indirect Cost Rate for Subrecipient?	**Yes ☐ No ☒**
If Yes, is the Indirect Cost Rate a:	**☐ Negotiated Rate _____%** **☐ De Minimis Rate**

Official County Contact for Award: Glen Salyer, Assistant County Manager; 2115 Second St., Fort Myers, FL 33901; Phone: (239) 533-2315; Email: GSalyer@leegov.com

SUBRECIPIENT AGREEMENT BETWEEN

THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS

AND

VILLAGE OF ESTERO

This **AGREEMENT** between Lee County, a political subdivision and charter county of the State of Florida, hereinafter referred to as "**COUNTY**," and VILLAGE OF ESTERO, a local government/municipality registered under the laws of Florida Statute, Chapters 165 and 166 , hereinafter referred to as **"SUBRECIPIENT"** will become effective upon the date ("Effective Date") signed by the Board of County Commissioners (BOCC).

SECTION I: RECITALS

WHEREAS, pursuant to Public Law (P.L.) 117-328, the "Department of Housing and Urban Development Appropriations Act, 2023" (hereinafter referred to as the "Appropriation Act"), and the "Allocations for Community Development Block Grant Disaster Recovery and Implementation of the CDBG–DR Consolidated Waivers and Alternative Requirements Notice," 88 Federal Register (FR) 32046 (May 18, 2023); (hereinafter referred to as the "Federal Register Guidance"), the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") has awarded $1,107,881,000 (a $963,375,000 allocation for unmet disaster recovery needs with an additional $144,506,000 mitigation set aside) of Community Development Block Grant – Disaster Recovery (CDBG-DR) funds to the **COUNTY** for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code (U.S.C.) 5301 *et seq.*) and described in the *Lee County Action Plan for CDBG-DR Funds* (hereinafter referred to as the "Action Plan") for the Consolidated Appropriation Act (P.L. 117-328). The **COUNTY** is also hereinafter referred to from time to time as "Grantee."

WHEREAS, the **COUNTY** believes it is in the public interest to serve as a pass-through entity by awarding and/or providing CDBG-DR funding for certain activities to **SUBRECIPIENTS** for the benefit of Lee County residents. CDBG-DR funding made available for use by the **SUBRECIPIENT** under this Agreement constitutes a subaward of the Grantee's Federal award, for which the use of the subaward funds must conform to the **COUNTY'S** intent as stated in the applicable Recovery and Resiliency Planning Notice of Funding Availability (NOFA) Application and attachments, and/or exhibits, and all other terms and conditions as specified.

WHEREAS, the **COUNTY** has legal authority to disburse funds as a subaward under the Federal award and to enter into this Agreement with the **SUBRECIPIENT,** who by signing this Agreement, represents and warrants to the **COUNTY** that it will comply with all the requirements of the subaward described herein.

WHEREAS, the Action Plan has been developed to give the maximum feasible priority to activities that will benefit low- and moderate-income families and the aggregate use of CDBG-DR funds shall principally benefit low- and moderate-income families in a manner that ensures that at least 70 percent (or another percentage permitted by HUD in a waiver) of the grant amount is expended for activities that benefit such persons.

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

SECTION II: SCOPE OF WORK AND ACTIVITIES

The **COUNTY** provides the **SUBRECIPIENT** the award under this Agreement to perform project

activities under the **COUNTY'S** CDBG-DR Recovery and Resiliency Planning Program. Any proposal, application, or exhibit associated with this CDBG-DR funding award are binding and incorporated herein as a part of this **AGREEMENT**.

The **SUBRECIPIENT** shall submit to the **COUNTY** the required information and documentation to complete *Exhibits A (Scope of Work and Activities – Program/Project Activity Overview) & B (Scope of Work and Activities – Project Activity Scope of Work Description)*. If there is a disagreement between the **COUNTY** and **SUBRECIPIENT**, with respect to the formatting and content requirements of the Exhibit, the **COUNTY'S** has sole and absolute discretion; the **COUNTY'S** decisions shall prevail.

The **SUBRECIPIENT** must provide a statement of work, in accordance with 24 CFR 570.503 detailing the work to be performed, a schedule for completing the work, and a budget. The statement of work as prescribed by the **COUNTY** under *Exhibits A and B* must provide sufficient data and detail to provide a sound basis for the COUNTY to monitor performance.

The **SUBRECIPIENT** agrees to abide by all applicable state and Federal laws, rules and regulations, including but not necessarily limited to, the Federal laws and regulations set forth at 24 CFR 570, 2 CFR 200, the Federal Register Guidance, and the **COUNTY'S** Action Plan. This includes core CDBG-DR tenets and requirements as stated below:

SUBSECTION II.A. – MID REQUIREMENT: The **SUBRECIPIENT** must conduct all activities and expend all CDBG-DR award funds granted by the **COUNTY** in the "most impacted and distressed" (MID) areas resulting from the qualifying major disaster in 2022, which is in response to Hurricane Ian (Federal Emergency Management Agency (FEMA) Disaster No. 4673 – DR). As noted in the Federal Register Guidance (88 FR 32046), the HUD-identified MID area for this disaster allocation is all of Lee County.

SUBSECTION II.B. – ELIGIBLE ACTIVITIES: CDBG–DR funds are provided for necessary expenses for activities authorized under Title I of the Housing and Community Development Act of 1974 (HCDA), as amended (42 United States Code (U.S.C.) 5301 et seq.), related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, and mitigation of related risk. The **SUBRECIPIENT** must utilize CDBG-DR funds, as prescribed under 24 CFR 570 Subpart C – Eligible Activities, and for alternative requirements and waivers as prescribed within the Federal Register Guidance. Furthermore, the **SUBRECIPIENT** shall conduct its project to align with the approved eligible activity(ies) found under the most-recent approved Action Plan for the **COUNTY'S** CDBG- Recovery and Resiliency Planning Program.

SUBSECTION II.C. – NATIONAL OBJECTIVE: The **SUBRECIPIENT** must meet the criteria for one of the CDBG-DR program's national objectives. For this scope of work, the **SUBRECIPIENT** must adhere to the following national objective type, as defined at 24 CFR 570.208 and alternative requirements under the Federal Register Guidance, and as reflected as an approved national objective type for this CDBG-DR program within the Action Plan

☒ Activities expended for planning and administrative costs under 24 CFR 570.205 and 24 CFR 570.206, which are considered to address the national objectives.

SUBSECTION II.D. – CDBG-DR MITIGATION SET-ASIDE AND STORM "TIE-BACK": The **COUNTY** is responsible for informing the **SUBRECIPIENT** of whether CDBG-DR funding is awarded for an activity(ies) to address an unmet recovery need, a mitigation and resilience measure, or both. Depending on the recovery or mitigation designation by the **COUNTY**, the **SUBRECIPIENT** is responsible for documenting proof of the designation. For recovery activities, the **SUBRECIPIENT** must demonstrate that their activities "tie-back" to the specific disaster and address a specific unmet recovery need for which the CDBG-DR funds were appropriated. For mitigation set-aside activities, the **SUBRECIPIENT** must document how its activity(ies) (1) meet the definition of mitigation activities; (2) address the current

and future risks as identified in the **COUNTY'S** mitigation needs assessment in the MID areas under its Action Plan; (3) is a CDBG-eligible activity under title I of the HCDA (or otherwise eligible pursuant to a waiver or alternative requirement); and (4) still meets a national objective. In some cases, the **COUNTY** may require the **SUBRECIPIENT** to provide evidence of the activity meeting both the CDBG-DR "tie-back" and mitigation measures justification. The **COUNTY** will spell out specific requirements for the **SUBRECIPIENT**, its project, and the project's eligible activity under *Exhibit A – Scope of Work and Activities – Program/Project Activity Overview* and *Exhibit B – Scope of Work and Activities – Project Activity Scope of Work Description*.

SECTION III: TERM OF AGREEMENT

This Agreement shall begin on ***August 1st,2024*** ("*the Effective Date*") and end on ***July 30th, 2026***, unless suspended or terminated as specified in SECTION XI. SUSPENSION, EVENTS OF DEFAULT, REMEDIES, AND TERMINATION.

The **COUNTY** and the **SUBRECIPIENT** agree that this Agreement shall be electronically signed, and that any electronic signatures appearing on this Agreement shall have the same force and effect as a written signature for the purposes of validity, enforceability, and admissibility. The **COUNTY** and **SUBRECIPIENT** shall maintain this Agreement, including any amendments, in its files.

The **COUNTY** shall not grant any extension of the Agreement unless the **SUBRECIPIENT** provides written justification that is satisfactory to the **COUNTY,** in its sole discretion, and the **COUNTY'S** authorized organizational representative approves such extension in accordance with SECTION IV. AGREEMENT MODIFICATIONS AND AMENDMENTS of this Agreement.

SECTION IV: AGREEMENT MODIFICATIONS AND AMENDMENTS

SUBRECIPIENT must submit a written request, via the County's approved method for submitting such request, for an Agreement 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 Agreement amendments on the basis that such approval or denial is in the **COUNTY'S** best interest. An approved amendment shall be documented on the Agreement amendment form and signed by both parties.

The Assistant County Manager over the **COUNTY'S** Office of Strategic Resources and Government Affairs (SRGA), the BoCC, or their designee may approve amendments to the Agreement, in accordance with the **COUNTY'S** *Hurricane Ian CDBG-DR Subrecipient Manual* and *Internal Grant Management Manual*. As noted within the Manual, the **COUNTY** reserves the right to review the request from the **SUBRECIPIENT** and determine whether an amendment is required or whether County Manager or BOCC approval is needed.

The **COUNTY** also affirms that it may unilaterally modify or amend any Manuals or Exhibits which are referenced throughout this Agreement without prior notification or agreement by the **SUBRECIPIENT.**

As noted in the **COUNTY'S** Action Plan, substantial amendments to the Action Plan are defined as (1) a change in program benefit or eligibility criteria; (2) the addition or deletion of an activity(ies); (3) the allocation or reallocation of funds which exceeds or is expected to exceed 5 percent of the current total approved budget; (4) a material change occurs which impacts information and analysis on which the Action Plan was based on to fund certain priority activities (e.g., impact on anticipated beneficiaries, project or activity scope, significant demographic changes, or new significant contributing factors on unmet needs in the jurisdiction); and/or upon HUD's written notification specifying a material change that requires the revision. The **SUBRECIPIENT** understands that requests for Agreement amendments of the nature described herein, and which involve new or alteration of existing activities that will significantly change the scope, location, or objectives of the approved activity or beneficiaries must first receive HUD approval before consideration by the **COUNTY** to amend the

Agreement.

SECTION V: COMPENSATION AND ALLOWABLE PAYMENTS

SUBSECTION V.A. – AGREEMENT PAYMENT: The **SUBRECIPIENT** agrees to accept as full compensation the total amount not to exceed *$450,000*. The **COUNTY'S** standard method of payment to the **SUBRECIPIENT** is on a reimbursement basis. Payments under this method will be authorized only for work completed and/or services delivered during the term of the Agreement as stated in SECTION III: TERM OF AGREEMENT and prior to the payment request date. The **COUNTY** reserves the right to consider a written request from the **SUBRECIPIENT** for projects that require advanced payments in accordance with 2 CFR 200.305 and 24 CFR 570.502.

The **SUBRECIPIENT** will provide supporting documentation of eligible expenses as stated within this SUBSECTION and the applicable exhibits, forms, and attachments contained with this Agreement. Payment is subject to the provisions of SUBSECTION V.B. DEFERRED PAYMENTS AND RETURN OF FUNDS (RECAPTURE FOR DISALLOWED COSTS) and SECTION XI. SUSPENSION, EVENTS OF DEFAULT, REMEDIES, AND TERMINATION. Funding is contingent upon the availability of CDBG-DR funds and the obligation of said CDBG-DR funds through the **COUNTY'S** annual fiscal year (FY) budget appropriation process.

The **COUNTY** has agreed to reimburse the **SUBRECIPIENT** for approved budget line items listed for the project and its activities under the **COUNTY'S** CDBG-DR Recovery and Resiliency Planning Program. The **SUBRECIPIENT** shall expend the allocation as follows:

	Most Impacted and Distressed (MID)
Activity Funds (Direct Project Costs)	$450,000.00
Activity Delivery Funds	$0.00
TOTAL	$450,000.00

Furthermore, "not to exceed" line items and activity budgets under this Agreement shall be identified within the approved budget under the *Project Budget and Expense (Sources and Uses) Worksheet*.

After the **COUNTY** has approved funding and the Office of Strategic Resources and Government Affairs (SRGA) has issued an Agreement related to the funded project, the **SUBRECIPIENT** should sign and return the Agreement within 30 days for execution. In addition, the **SUBRECIPIENT** should begin to draw down funds as agreed upon within the project milestones set out under the *Project Schedule and Milestones* reporting deliverable unless additional time is authorized by the **COUNTY**. Failure to return the signed Agreement or begin spending funds within the agreed upon time frame may result in reduction or forfeiture of funds.

By execution of this Agreement, the **SUBRECIPIENT** attests that necessary written administrative procedures, processes, and fiscal controls are in place for the operation of its CDBG-DR program for which the **SUBRECIPIENT** received funds from the **COUNTY**. These written administrative procedures, processes, and fiscal controls must, at a minimum, comply with applicable state and Federal law, rules, and regulations, Federal Register Guidance, and the terms of this Agreement. The **SUBRECIPIENT** agrees to remedy any deficiencies in its written administrative procedures, processes, and fiscal controls identified by the **COUNTY** or duly authorized CDBG-DR authorities.

The **SUBRECIPIENT** shall request all funds in the manner prescribed by the **COUNTY**, utilizing the Payment Request Form(s) as outlined under SUBSECTION VI.A. REPORTING AND AGREEMENT DELIVERABLES. Except as set forth herein, or unless otherwise authorized in writing by the **COUNTY**,

costs incurred for eligible activities or allowable costs prior to the Effective Date of this Agreement are ineligible for funding with CDBG-DR funds.

If funds are not available to fully execute the project associated with this Agreement because of actions by the United States Congress, the Federal Office of Management and Budget, the **COUNTY** or the provision of SECTION XIII. ASSURANCE, CERTIFICATIONS, AND COMPLIANCE, all obligations on the part of the **COUNTY** to make any further payment of funds will terminate and the **SUBRECIPIENT** shall submit its administrative closeout report within thirty (30) calendar days from the receipt of notice from the **COUNTY**.

SUBSECTION V.B. – DEFERRED PAYMENTS AND RETURN OF FUNDS (RECAPTURE FOR DISALLOWED COSTS): The **SUBRECIPIENT** shall expend CDBG-DR funds only for allowable costs and eligible activities which are incurred during the Agreement period, in accordance with federal cost principles at 2 CFR 200 Subpart E and 24 CFR 570 Subpart C, respectively. The **SUBRECIPIENT** shall ensure that its contractors, subcontractors, and consultants only expend funding under this Agreement for allowable costs resulting from the obligations incurred during the Agreement period as specified under SECTION III. TERM OF AGREEMENT.

The **SUBRECIPIENT** shall refund to the **COUNTY** any funds paid in excess of the amount to which the **SUBRECIPIENT** or its contractors, subcontractors, or consultants are entitled under the terms and conditions of this Agreement.

The **SUBRECIPIENT** shall refund to the **COUNTY** any funds received for an activity if the activity does not meet an approved National Objective in accordance with 24 CFR 570.208 and the terms of this Agreement.

The **SUBRECIPIENT** shall refund to the **COUNTY** any funds not spent in accordance with the conditions of this Agreement or applicable law. For the scenarios detailed above, such reimbursement shall be sent to the **COUNTY**, by the **SUBRECIPIENT**, within thirty (30) calendar days from the **SUBRECIPIENT'S** receipt of notification of such noncompliance.

The **COUNTY** may also defer payment to the **SUBRECIPIENT** for noncompliance with Agreement deliverables, program performance requirements, or sufficient documentation to meet regulatory and statutory requirements, including cross-cutting requirements**.** If, as a result of monitoring or audit, the **COUNTY** determines that submitted costs are not documented, a payment may be deferred. If costs are found to be unallowable and payment has been made, no future payments will be made until the full amount of overpayment is remitted to the **COUNTY** or a repayment agreement is established by the **COUNTY**. If the monitoring or audit occurs after the term of this Agreement, the **SUBRECIPIENT** will be required to remit funds to the **COUNTY** in accordance with the repayment conditions below.

The **SUBRECIPIENT** agrees to return to the **COUNTY** any overpayments due to disallowed cost, pursuant to the terms of this Agreement 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 **SUBRECIPIENT** will be required to reimburse the **COUNTY** for disallowed costs or fines resulting from acts of noncompliance.

The **COUNTY'S** determination that an expenditure is eligible does not relieve the **SUBRECIPIENT** of its duty to repay the **COUNTY** in full for any expenditures that are later determined by the **COUNTY** or the Federal Government, in each of its sole discretion, to be an ineligible expenditure or a Duplication of Benefits.

If requested by the **COUNTY**, all refunds, return of improper payments, or repayments due to the **COUNTY** under this Agreement are to be made payable to Lee County and mailed directly to the **COUNTY,** pursuant to SECTION XIX. NOTICES and this Agreement.

The **SUBRECIPIENT** has responsibility for identifying and recovering grant funds that were expended in error, disallowed, or unused. The **COUNTY'S** provision of training, technical assistance, quality assurance and quality control reviews are in no way intended to alleviate the **SUBRECIPIENT** of the responsibility to administer activities in accordance with all federal, state, and local requirements, including the requirements outlined within this Agreement. The **SUBRECIPIENT** acknowledges full responsibility to return funds to the **COUNTY** in the event that HUD or other auditing agency determines that activities or costs are disallowed.

The **SUBRECIPIENT** will report all suspected or verified fraud to the **COUNTY,** regardless of whether the suspected or verified fraud is associated with disallowed cost or other perceived harm to the **SUBRECIPIENT** or the **COUNTY**.

SECTION VI: REPORTS AND EXHIBITS

SUBSECTION VI.A – REPORTING AND AGREEMENT DELIVERABLES: The **SUBRECIPIENT** shall provide the **COUNTY** with all reports and information set forth in the **COUNTY'S** approved system, including monthly performance reports and documentation outlined in all applicable exhibits to enable the Grantee to submit the required reporting to HUD within the Disaster Recovery Grant Reporting (DRGR) system.

The **SUBRECIPIENT'S** monthly reports, include administrative activity, financial activity, and program activity, must include sufficiently detailed summaries of the current status, progress, and completed work. The **SUBRECIPIENT** is responsible for all reporting of work of all contractors, subcontractors, and other entities under contract or agreement related to this Agreement.

At a minimum the following information will be required to be submitted in the system of record by the **SUBRECIPIENT**. Upon request from the **COUNTY**, the **SUBRECIPIENT** shall provide additional program or activity updates and information. If all required reports and copies are not sent to the **COUNTY** within the agreed-upon submission schedule or are otherwise not completed in a manner acceptable to the **COUNTY**, payments may be withheld in accordance with SUBSECTION V.B. DEFERRED PAYMENTS AND RETURN OF FUNDS (RECAPTURE FOR DISALLOWED COSTS) until the reports are completed. If the **COUNTY** withholds such payments, it shall notify the **SUBRECIPIENT** in writing of its decision, reasons for withholding payment, and the remedy for corrective action the **SUBRECIPIENT** must follow. The **COUNTY** may also take other action as stated within this Agreement or allowable by law.

The **SUBRECIPIENT'S reporting deliverables** include, but are not limited to, the following information**:**

1. **Project Schedule and Milestones:** A table or description of the work task, project start and end dates, other significant milestones (e.g., 50% complete), and timelines for the **SUBRECIPIENT** to submit outputs or deliverables to the **COUNTY**.

2. **Project Budget and Expense (Sources and Uses) Worksheet:** The **SUBRECIPIENT** must provide budget narratives and tables to describe all funding sources and the potential uses of those funding sources for the purposes of completing the project. This narrative will include, but may not be limited to, (a) a description and justification of the proposed costs, (b) a description of project implementation support with **SUBRECIPIENT** or vendor staff, (c) sources of leveraged funds committed by the **SUBRECIPIENT** to the project, and (d) timelines for the projected expenditure of CDBG-DR funds.

3. **Payment Request Form:** The means by which the **COUNTY** and the **SUBRECIPIENT** document

project and activity expenses and requests for payment. The **SUBRECEIPIENT** shall utilize this form when submitting or requesting any costs for payment and the form must be accompanied by legible supporting documentation to indicate the reasonableness, allowability, and appropriate procurement of the expense(s).

As noted under SECTION III. TERM OF AGREEMENT and SECTION V. COMPENSATION AND ALLOWABLE PAYMENTS, all payments are reimbursements for eligible expenses or services defined as uncompensated expenses rendered during the Agreement term and paid prior to the final payment request due date. Copies of supporting documentation are required as part of the Payment Request for review of grant compliance and before payment will be authorized by the **COUNTY** to the **SUBRECIPIENT**. Reimbursement for eligible expenses will be made after review and authorization of a correct and complete Payment Request Form and required back up documentation. In accordance with the Federal Register Guidance, the **COUNTY** must be payor of last resort, meaning that if services are eligible to be billed to any other entity or funding source, including but not limited to, Medicaid, third party insurance or any other entity or funding source, the **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 **SUBRECIPIENT'S** check issued with authorized signature. For construction contracts, inspection reports from qualified officials should be submitted with the appropriate monthly payment request.

The **SUBRECIPIENT** must submit the *Payment Request Form* with an authorized signature. Cancelled checks, paystubs, payroll reports, bank statements, and/or other documentation from vendors that expenses have been paid or services provided may be verified.

As applicable, processing of payment requests is also subject to the requirements and conditions as set forth within the **COUNTY'S** *Hurricane Ian CDBG-DR Subrecipient Manual.*

4. **Monthly Activity Report:** The **SUBRECIPIENT** must identify information for this report that ties actual, real-time project and expenditure status to the approved activity budget, scope of work, and projected outcomes. Narratives on budget activity, project progress or delays, and performance measures are included within this report.

5. **Demographics and Beneficiary Report:** The **SUBRECIPIENT** must report on data and include documentation, such as maps detailing service areas, number of individual persons benefitting from the project, and other demographic information on households, where applicable, to indicate the public benefit of the project and activity.

6. **Project Amendment Request:** As referenced under SECTION IV. AGREEMENT MODIFICATIONS AND AMENDMENTS, the **SUBRECIPIENT** must notify the County and provide information on any project or activity changes within a project amendment request for the **COUNTY** to determine whether the request rises to the level of an amendment to the Agreement.

7. **Single Audit Certification Form:** The **SUBRECIPIENT**, if a nonprofit or governmental organization, must complete a form to certify whether it has expended $750,000 in federal and/or state funding within the **SUBRECIPIENT'S** given Fiscal Year.

8. **Davis-Bacon and Related Acts (DBRA) Labor Standards Reports (as applicable**): When an activity triggers DBRA requirements, the **SUBRECIPIENT** must report and submit information on assigned labor compliance staff, labor compliance review processes and outcomes, bid and contract requirements documentation, work classification and minimum prevailing wage rates, written

clearance of labor compliance issue resolutions, file maintenance plans, and payroll review plans.

9. **Section 3 Reports (as applicable):** When an activity triggers Section 3 requirements, the **SUBRECIPIENT** is required to submit data and information on Targeted Section 3 worker labor hours, Section 3 worker labor hours, total worker labor hours, and other qualitative efforts which the **SUBRECIPIENT** and their vendors took in an attempt to reach or achieve Section 3 goals.

10. **Closeout Report:** The **SUBRECIPIENT** must report project completion data and provide documentation of closeout processes in relation to this project and activity(ies).

The **SUBRECIPIENT'S Agreement deliverables (as identified within "Exhibits"),** which the **SUBRECIPIENT** must follow**,** include, but are not limited to, the following information:

11. **Exhibit A: Scope of Work and Activities – Program/Project Activity Overview:** Brief description on the identified and agreed-upon CDBG-DR Program eligible activity, National Objective to be achieved for the activity and measures, as applicable, the number of individuals benefitting as a result of the project and its activities, and the appropriate CDBG-DR storm tie-back or resilience need being met, in accordance with SECTION II. SCOPE OF WORK AND ACTIVITIES.

12. **Exhibit B: Scope of Work and Activities – Project Activity Scope of Work Description:** Detailed scope of work defining the plan, design, and approach for the activity.

13. **Exhibit C: Financial/Grant Management System Budget Worksheet:** The high level, official budget for the project as approved under SECTION V.A. AGREEMENT PAYMENT. Any adjustments to this budget will require an amendment in accordance with SECTION IV. AGREEMENT MODIFICATIONS AND AMENDMENTS.

14. **Exhibit D: Indirect Cost Rate Allocation Plan (as applicable):** As identified within the NOFA Application, for the Recovery and Resiliency Planning Program, the **SUBRECIPIENT** has the option for the **COUNTY** to approve an indirect cost rate allocation plan. Where applicable, the plan and approval of the indirect cost rate for this Agreement is established under this Exhibit.

15. **Exhibit E: Projected Performance Measures and Outcomes Form:** The **COUNTY** will utilize the **SUBRECIPIENT'S** detailed scope of work to establish and project out specific performance metrics which the **SUBRECIPIENT** is required to meet to as a condition of project completion and closeout. The **COUNTY** will select the performance measure based on the eligible activity and proposed scope of work approved within the NOFA Application for the Recovery and Resiliency Planning Program.

16. **Exhibit F: Application:** The **SUBRECIPIENT'S** approved application is attached to this Agreement for identification and understanding of **SUBRECIPIENT'S** responses to critical project components.

17. **Exhibit G: Certificate(s) of Insurance:** In accordance with SECTION X.B. INSURANCE REQUIREMENTS, the **SUBRECIPIENT** must supply insurance coverage for the implementation of the project. This Exhibit will contain those required insurance coverages of the **SUBRECIPIENT.**

18. **Exhibit H: Certification of CDBG-DR Compliance Provisions:** This Exhibit outlines the compliance provisions which the **SUBRECIPIENT** must follow as a requirement of the federal CDBG-DR funding award. The **SUBRECIPIENT** must certify adherence with these conditions.

19. **Exhibit I: CDBG-DR Special Terms and Conditions:** The **COUNTY** may identify specific conditions, including but not limited to, training, technical assistance, capacity building, and policy development, which the **SUBRECIPIENT** must complete as a condition of receiving the CDBG-DR funding award.

20. **Exhibit J: Subrecipient Staff Organization:** In additional to annual certifications of continued operations, the **SUBRECIPIENT** is required to provide evidence of staff who will be responsible for conducting certain actions during project implementation. This Exhibit contains the contact information of those individual staff members.

21. **Exhibit K: CDBG-DR Program Subrogation Agreement:** As noted under SUBSECTION XIII.E. DUPLICATION OF BENEFITS and the Federal Register Guidance, the **SUBRECIPIENT**, as a recipient of federal assistance, must sign a Subrogation Agreement before the **COUNTY** can disburse CDBG-DR assistance to the **SUBRECIPIENT**.

An electronic signature or a scanned copy of the report with signature is acceptable for all reports or exhibits included above for which signatures are required. The **COUNTY** will instruct the **SUBRECIPIENT** on the approved System of Record under which the **SUBRECIPIENT** is expected to provide this data and information.

The **SUBRECIPIENT** is required to immediately report to the **COUNTY** any incident of suspected criminal misapplication of CDBG-DR funds associated with this Agreement.

The **COUNTY** notates in the *Subrecipient Agreement Document Checklist,* the required forms and reports the **SUBRECIPIENT** must submit. These reports and forms include, but are not limited to, activity performance reports, payment request forms, program information forms, budget analysis reports, closeout reports, and periodic certifications as described above.

The **SUBRECIPIENT** should submit all reports and forms electronically in a computer-readable format using the approved System of Record submission method specified by the **COUNTY**. When required, reports or exhibits must be certified by signature. An electronic signature is acceptable for all reports, forms, and attachments within the *Subrecipient Agreement Document Checklist.*

The **SUBRECIPIENT** is required to immediately report to the **COUNTY** any incident of suspected criminal misapplication of CDBG-DR funds associated with this Agreement.

SUBSECTION VI.B. – EXTERNAL REPORTING AND ORGANIZATIONAL DOCUMENT REQUIREMENTS: The **COUNTY** or its agents may also require the **SUBRECIPIENT** to submit additional non-project related reports, documentation, and information which are beneficial to determine the **SUBRECIPIENT'S** capacity, compliance, and performance related to this this Federal award compliance. The **COUNTY** may request external reports, including but not limited to, prior and current fiscal year audits, other agency monitoring reports or reviews under other funding sources, organizational documents, and prior grant closeout reports. The **SUBRECIPIENT** agrees to provide such reports, documentation, and information requested by the County or its agents.

SECTION VII: AUDITS, MONITORING, AND RECORDS

SUBSECTION VII.A. – AUDITS AND INSPECTIONS: In in accordance with 2 CFR 200.332, 2 CFR 200.337, and 24 CFR 570.508, the **SUBRECIPIENT** will allow the **COUNTY**, Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives right of access to any documents, papers, or other records which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the **SUBRECIPIENT'S** non-Federal entity's personnel for the purpose of interview and discussion related to such documents.

The Clerk of Courts Internal Audit Division, Lee County employees, HUD, or any of their duly authorized representatives have the right of timely and reasonable access to any books, documents, papers, or

other records, including electronic storage media, of the **SUBRECIPIENT** or Certified Public Accountant (CPA) that are pertinent to the Agreement, in order to make audits, examinations, excerpts, transcripts and copies of such documents in accordance with 2 CFR 200.332, 2 CFR 200.337, and 24 CFR 570.508.

If noncompliance with this Agreement 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 the **SUBRECIPIENT'S** personnel for the purpose of interview and discussion related to such documents.

SUBSECTION VII.B. – INDEPENDENT AUDIT REQUIREMENTS: Under the Single Audit Act and in accordance with the provisions of 2 CFR 200.501, the **SUBRECIPIENT** must conduct a single or program-specific audit if it expends $750,000 or more in Federal awards from all sources during its fiscal year.

The **SUBRECIPIENT** shall also comply with the Federal Audit Clearinghouse (FAC) rules and directives, including but not limited to the pertinent report submission provisions of 2 CFR 200.512, when such provisions are applicable to this Agreement.

For **SUBRECIPIENTS** who are Nonprofit Corporations and do not trigger the Single Audit Act requirements or provisions under 2 CFR 200.501, the **SUBRECIPIENT** must submit an independent certified, audited financial statement of the most recent or immediate prior fiscal year, including the management letter and written response. The **COUNTY** may consider exceptions on an individual basis, to include other supporting audit documents, such as a current CPA's peer review letter or monthly financial statements within the last 60 days, to meet this requirement.

In accordance with 2 CFR 200.514, a complete, independent financial audit of the **SUBRECIPIENT'S** financial accounting 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:

1. Auditor's opinion;
2. Requisite reports on internal control and compliance, if required;
3. 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);
4. Management's response to such letter;
5. The programs that are funded by this Agreement either in the statement of functional expenses, revenues and expenditures, footnotes, schedule of Federal awards and state financial assistance or as supplemental data in the financial statements. The statement should be consistent with programs detailed in the corresponding proposal(s), exhibit(s), and attachment(s).

The **SUBRECIPIENT** must submit the audit reports electronically to the **COUNTY** within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or within nine months after the end of the **SUBRECIPIENT'S** audit period. If applicable, any associated 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 Agreement by the **COUNTY**.

The audit must be conducted by an independent, licensed certified public accountant expressing 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, 2 CFR 200 Subpart F – Audit Requirements, as applicable, the Florida Single Audit Act (F.S. 215.97) as applicable, and the Auditor General Rule 10.550 (Government) or 10.650 (Not For Profit) as applicable.

SUBSECTION VII.C. – SUBRECIPIENT RISK ASSESSMENTS AND MONITORING: In accordance

with 2 CFR 200.332, the **COUNTY**, as HUD's Grantee and a pass-through entity, must evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for the purposes of determining the appropriate subrecipient monitoring. To enable those periodic assessments, the **SUBRECIPIENT** must provide information and documentation as required to the **COUNTY**. The **COUNTY'S** risk assessments results will be used to support the **COUNTY'S** oversight strategies and the level and frequency of monitoring, technical assistance, training to the **SUBRECIPIENT**.

The **SUBRECIPIENT** agrees to permit the **COUNTY** and persons duly authorized by the **COUNTY**, HUD, and other Federal, state, or local agencies, as applicable, or any authorized representatives under these agencies, to have access to and inspect all records, papers, documents, facility's goods and services, and project activity sites of the **SUBRECIPIENT** including interviews of any clients and employees of the **SUBRECIPIENT** to assess satisfactory performance and compliance of the full terms and conditions of this Agreement, in accordance with 2 CFR 200 (specifically 200.332), 24 CFR 570, and the Federal Register Guidance and to the extent permitted by the law, after giving the **SUBRECIPIENT** reasonable notice of such inspection.

The **SUBRECIPIENT** must submit to monitoring of its project activity by the **COUNTY** and persons duly authorized, as necessary, to ensure the CDBG-DR subaward is used for authorized purposes in compliance with Federal statutes, regulations and the terms and conditions of this Agreement.

Monitoring will include: (1) reviewing financial and performance reports required by the Grantee; (2) following up and ensuring that the **SUBRECIPIENT** takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the **SUBRECIPIENT** from the Grantee detected through audits, on-site reviews, and other means; and (3) issuing a management decision for audit findings pertaining to this Federal award provided to the **SUBRECIPIENT** from the Grantee as required by 2 CFR 200.521. Any limited monitoring review scope of the terms and conditions within this Agreement does not relieve the **SUBRECIPIENT** of its obligation to manage the grant in accordance with all applicable rules and sound management practices.

Following such monitoring and in accordance with 2 CFR 200.521, the **COUNTY** will deliver to the **SUBRECIPIENT** a written report regarding management decisions which notate how activities are being conducted and whether corrective action(s) by the **SUBRECIPIENT** need to be taken to address deficiencies. The **SUBRECIPIENT** will rectify all noted deficiencies documented by the **COUNTY** 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 deficiencies as defined by the **COUNTY**. The **SUBRECIPIENT'S** failure to correct or provide the COUNTY with accepted justification for the deficiencies within the time specified by the **COUNTY** may result in withholding of payments or being deemed in breach or default of this Agreement and may result in the termination of this Agreement.

In response to **SUBRECIPIENT** deficiencies or other instances of capacity concerns prior to this Agreement, the **COUNTY** may also impose additional conditions on the use of the CDBG-DR funds, as noted under *Exhibit I – CDBG-DR Special Terms and Conditions*. This Exhibit ensures future compliance through trainings, technical assistance, and capacity building in an effort to correct or avoid early noncompliance.

SUBSECTION VII.D. – RECORDKEEPING REQUIREMENTS: The **SUBRECIPIENT** must comply with the recordkeeping requirements of 24 CFR 570.506, as amended by the Federal Register Guidance's Consolidated Notice waivers and alternative requirements, which describes the types of records which must be kept by the **SUBRECIPIENT** and the **COUNTY** for the Federal CDBG-DR award.

The **SUBRECIPIENT** must comply with the longer of the records retention requirements contained within the Uniform Administrative Requirements (UAR) at 2 CFR 200.334 and State of Florida GS1-SL, except

that the **SUBECIPIENT** must:

1. Retain records for individual CDBG-DR activities for 5 years after the Agreement has ended, as prescribed in State of Florida GS1-SL.
2. Maintain records for individual activities subject to the reversion of assets provisions at 24 CFR 570.503 or change of use provisions at 24 CFR 570.505 for as long as those provisions continue to apply to the activity(ies).
3. Maintain records for individual activities in which there are outstanding loan balances, other receivables, or contingent liabilities until such receivables or liabilities have been satisfied and for 5 years following that satisfaction.

In accordance with 24 CFR 570.506, the **SUBRECIPIENT** shall also maintain books, records and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by the **COUNTY** under this Agreement. The **SUBRECIPIENT** must also retain all financial, client demographics, and programmatic records, supporting documentation, statistical records, and other records, which are necessary to document purchases, expenses, revenue, income, and assets of the **SUBRECIPIENT** by funding source, program, and functional expenses category during the term of this Agreement.

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 by the **SUBRECIPIENT** until all litigation, claims, or audit findings involving the records have been resolved and final action taken in accordance with 2 CFR 200.334. Additional types of records are further described under *Exhibit H – Certification of CDBG-DR Compliance Provisions*.

The records retention period, as described within this Subsection, may be longer depending on other funding sources for activities. It is the **SUBRECIPIENT'S** further obligation to comply with all Federal and State of Florida retention schedules if other schedules shall apply.

The **SUBRECIPIENT**, including all its employees or agents, contractors, subcontractors, and consultants to be paid from CDBG-DR funds provided under this Agreement, shall allow access to its records at reasonable times for audits, inspections and monitoring as described in this Section and Subsections.

The **SUBRECIPIENT** specifically acknowledges its obligations under 2 CFR 200.338 (further detailed within SUBSECTION XIII.K. PERSONALLY IDENTIFIABLE INFORMATION), and to comply with F.S., 119.0701, as amended from time to time, with regard to public records, and shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the **COUNTY** in order to perform the services required under this Agreement;
2. Upon request from the **COUNTY'S** custodian of public records, provide the **COUNTY** with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law;
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
4. Meet all requirements for retaining public records and transfer, at no cost to the **COUNTY**, all public records in possession of **SUBRECIPIENT** 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 SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC

RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, http://www.leegov.com/publicrecords.

SECTION VIII: CONTRACTOR STATUS

SUBSECTION VIII.A. – INDEPENDENT CONTRACTOR: It is the Parties' intention that the **SUBRECIPIENT** 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 **SUBRECIPIENT** will retain sole and absolute discretion in the judgment of the manner and means of carrying out the **SUBRECIPIENT'S** activities and responsibilities hereunder. The **SUBRECIPIENT** 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 **SUBRECIPIENT** and the **COUNTY**, and the **COUNTY** will not be liable for any obligation incurred by the **SUBRECIPIENT**, including, but not limited to, unpaid minimum wages and/or overtime premiums.

SUBSECTION VIII.B. – SUBCONTRACTS: Primary roles and responsibilities of the **SUBRECIPIENT** cannot be subcontracted. It is mutually agreed that any program component that is subcontracted by the **SUBRECIPIENT** must have a written contract. The **SUBRECIPIENT** 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 procurement standards at 2 CFR 200.318-327. The **SUBRECIPIENT** 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 **SUBRECIPIENT** shall also not enter into a transaction with debarred, suspended or ineligible contractors and participants included on the Federal Excluded Parties List, in accordance with 2 CFR 200.214. The **SUBRECIPIENT** must ensure each subcontractor conforms to the terms and conditions of this Agreement, *Exhibit H – Certification of CDBG-DR Compliance Provisions*, and *Exhibit F – Application*, as applicable, and must be subject to indemnification as stated in SUBSECTION X.A. INDEMNIFICATION AND LIABILITY below.

SUBSECTION VIII.C. – CONTRACTS AND FEDERAL PROCUREMENT STANDARDS: If the **SUBRECIPIENT** contracts any of the work required under this Agreement, a copy of the proposed contract template and any proposed amendments, extensions, revisions, or other changes thereto, must be forwarded to the **COUNTY** Program Manager for prior written approval. For each contract, the **SUBRECIPIENT** shall report to the **COUNTY** as to whether that contractor or any subcontractors hired by the contractor, is a minority business and women's business enterprise, as defined in section 288.703, F.S. and in accordance with 24 CR 570.506, 24 CFR 570.507, and 2 CFR 200.321. The **SUBRECIPIENT** shall comply with the procurement standards at 2 CFR 200.318 - 200.327 and 2 CFR 200.330 when procuring property and services under this Agreement. The **SUBRECIPIENT** shall include the following terms and conditions in any contract pertaining to the work required under this Agreement:

1. The period of performance or date of completion;
2. The performance requirements;
3. That the contractor is bound by the terms of this Agreement;
4. That the contractor is bound by all applicable state and Federal laws, rules, and regulations;

5. That the contractor shall hold the **COUNTY** and the **SUBRECIPIENT** harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement;
6. The obligation of the **SUBRECIPIENT** to document in the **SUBRECIPIENT'S** reports the contractor's progress in performing its work under this Agreement;
7. The requirements of Appendix II to 2 CFR 200 - Contract Provision for Non-Federal Entity Contract Under Federal Awards - (refer to *Exhibit H – Certification of CDBG-DR Compliance Provisions*)

The **SUBRECIPIENT** must comply with CDBG regulations regarding debarred or suspended entities (24 CFR 570.609 and 2 CFR 200.214), pursuant to which CDBG funds must not be provided to excluded or disqualified persons and provisions addressing bid, payment, performance bonds, if applicable, and liquidated damages.

The **SUBRECIPIENT** shall maintain oversight of all activities performed under this Agreement and shall ensure that its contractors perform according to the terms and conditions of the procured contracts or agreements and the terms and conditions of this Agreement.

SECTION IX: CONFLICTS OF INTEREST

The **SUBRECIPIENT** 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 activities required under this Agreement. The **SUBRECIPIENT** further agrees that no person having any such interest shall be employed or engaged for said performance. The **SUBRECIPIENT** agrees that no employee, officer, agent of the **SUBRECIPIENT** or its subrecipients 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 **SUBRECIPIENT** or its subrecipient 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 **SUBRECIPIENT**.

The **SUBRECIPIENT** is subject to the requirements at 24 CFR 570.611 and 2 CFR 200.318, as applicable, which includes developing or maintaining written standards of conduct and a conflict-of-interest policy that complies with the process for promptly identifying and addressing such conflicts.

Any potential conflict of interest shall be reported using the **COUNTY'S** disclosure form.

SECTION X: RISK MANAGEMENT

SUBSECTION X.A. – INDEMNIFICATION AND LIABILITY: To the fullest extent permitted by applicable law, **SUBRECIPIENT** 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 **SUBRECIPIENT** resulting from the **SUBRECIPIENT'S** work as further described in this Agreement and its attachments, which may arise in favor of any person or persons resulting from the **SUBRECIPIENT'S** performance or nonperformance of its obligations under this Agreement except any damages arising out of personal injury or property claims from third parties caused solely by the negligence, omission(s) or willful misconduct of the **COUNTY**, its officials, commissioners, employees or agents, subject to the limitations as set out in Florida general law, Section 768.28, Florida Statutes, as amended from time to time. Further, the **SUBRECIPIENT** hereby agrees to indemnify the **COUNTY** for all reasonable expenses and attorney's fees incurred by or imposed upon the **COUNTY** in connection therewith for any loss, damage, injury, liability, or other casualty. The **SUBRECIPIENT** additionally agrees that the **COUNTY** may employ an attorney of the **COUNTY'S** own selection to appear and defend any such action, on behalf of the **COUNTY**, at the expense of the **SUBRECIPIENT**. The **SUBRECIPIENT** further agrees to pay all reasonable expenses and attorney's fees incurred by the

COUNTY in establishing the right to indemnity.

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

The **SUBRECIPIENT** further agrees to assume sole responsibility, training and oversight of the parties it deals with or employs to carry out the terms of this Agreement to the extent set forth in Section 768.28, F.S. The **SUBRECIPIENT** shall hold the **COUNTY** harmless against all claims of whatever nature arises from the work and services performed by third parties under this Agreement. Nothing herein shall be construed as consent by the **SUBRECIPIENT** to be sued by third parties in any matter arising out of any agreement, contract or subcontract.

If the **SUBRECIPIENT** is a state agency or subdivision, as defined in Section 768.28, F.S., then the **SUBRECIPIENT** agrees to be fully responsible for its negligent or tortious acts of omissions, which result in claims or suits against the **COUNTY**. The **SUBRECIPIENT** agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, F.S. Nothing herein shall be construed as consent by the state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any agreement, contract or subcontract.

Nothing herein is intended to serve as a waiver of sovereign immunity by the **COUNTY** or the **SUBRECIPIENT**.

The provisions of this SUBSECTION X.A. INDEMIFICATION AND LIABILITY shall survive the termination of this Agreement.

SUBSECTION X.B. – INSURANCE REQUIREMENTS

INSURANCE – NONPROFIT SUBRECIPIENTS

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

Certificate(s) of Insurance ***naming Lee Board of County Commissioners as Certificate Holder and additional insured*** will be attached to this Agreement as an Exhibit (*Exhibit G – Certificate(s) of Insurance*). Name and address for Certificate Holder should be: Lee Board of County Commissioners, P.O. Box 398, Fort Myers, FL 33902. Certificate(s) must be provided for the following coverages at the time of Agreement execution and upon policy renewal. Renewal certificates are due to the **COUNTY** on or before the expiration date.

1. **Workers' Compensation:** Statutory benefits as defined by Section 440, F.S., encompassing all operations contemplated by this 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 **SUBRECIPIENT** agrees that the coverage granted to the Additional Insured applies on a primary basis, with the Additional Insured's coverage being excess.

3. **Business Auto Liability:** The following Automobile Liability will be required and coverage shall apply to all owned, hired, and non-owned vehicles used with minimum limits of:
   $100,000 bodily injury per person (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 SUBRECIPIENTS
Documentation of the above coverage requirements are not applicable to local governments or municipalities that are self-insured.

SUBSECTION X.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.

SECTION XI: SUSPENSION, EVENTS OF DEFAULT, REMEDIES, AND TERMINATION

In accordance with the Federal Register Guidance, 2 CFR 200.208, 2 CFR 200.339, Appendix II to 2 CFR 200, 24 CFR 570.503, and other rights which may be available under law, the following Subsections identify suspension and termination of the Agreement, with and without cause, the potential events of default by the **SUBRECIPIENT**, and potential remedies by the **COUNTY** for noncompliance by the **SUBRECIPIENT** of any and all requirements of this Agreement, including any exhibits, attachments, and terms and conditions herein:

SUBSECTION XI.A. – SUSPENSION: The **COUNTY** reserves the right to suspend funding for failure to comply with the requirements of this Agreement. If the **SUBRECIPIENT** fails to submit required documents by the due date, the **COUNTY** can suspend the Agreement and withhold payments until all requirements are satisfied.

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

SUBSECTION XI.B. – EVENTS OF DEFAULT: If any of the following events occur ("Events of Default"), the **COUNTY** may, in its sole and absolute discretion, elect to terminate any obligation to make any further

payment of funds, exercise any of the remedies set forth in SUBSECTION XI.C. REMEDIES or pursue any remedy at law or in equity, without limitation:

1. Any warranty or representation made by the **SUBRECIPIENT**, in this Agreement with the **COUNTY**, is or becomes false or misleading in any respect, or if the **SUBRECIPIENT** fails to keep or perform any of the obligations, terms, or covenants in this Agreement with the **COUNTY**, and/or has not cured them in a timely fashion and/or is unable or unwilling to meets its obligations under this Agreement and/or as required by statute, rule, or regulation;
2. Any material adverse change occurred in the financial condition of the **SUBRECIPIENT** at any time during the term of this Agreement and the **SUBRECIPIENT** fails to cure this adverse change within thirty (30) calendar days from the date written notice is sent by the **COUNTY**;
3. The **SUBRECIPIENT** fails to submit any required reports or submits any required report with incorrect, incomplete or insufficient information or fails to submit additional information as requested by the **COUNTY**;
4. The **SUBRECIPIENT** fails to perform or timely complete any of its obligations under this Agreement, including participation in the **COUNTY'S** measures for technical assistance and training;
5. Both the **SUBRECIPIENT** and the **COUNTY** agree that in the event the **COUNTY** elects to make payments or partial payments after any Events of Default, it does so without waving the right to exercise remedies allowable herein or at law and without becoming liable to make any further payment; or,
6. Neither the **SUBRECIPIENT** nor the **COUNTY** (Parties) shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the **SUBRECIPIENT,** the **COUNTY**, or either Parties' employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar causes wholly beyond both Parties' control or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the **SUBRECIPIENT** shall take all reasonable measures to mitigate any and all resulting delays or disruptions in the **SUBRECIPIENT'S** performance obligation under this Agreement. If the delay is excusable under this Subsection, the delay will not result in any additional charges or cost under the Agreement to either Parties. In the case of any delay the **SUBRECIPIENT** believes is excusable under this Subsection, the **SUBRECIPIENT** shall notify the **COUNTY** in writing of the delay or potential delay and describe the cause of the delay either (1) with ten (10) calendar days after the cause that creates or will create the delay first arose, if the **SUBRECIPIENT** could reasonably foresee that a delay could occur as a result or (2) within five (5) calendar days after the date the **SUBRECIPIENT** first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. The foregoing shall constitute the **SUBRECIPIENT'S** sole remedy or excuse with respect to delay. Providing notice in accordance with this Subsection is a condition precedent to such remedy. The **COUNTY**, at its sole discretion, will determine if the delay is excusable under this Subsection and will notify the **SUBRECIPIENT** of its decision in writing. No claim for damages, other than an extension of time, shall be asserted against the **COUNTY**. The **SUBRECIPIENT** shall not be entitled to an increase in the Agreement price or payment of any kind from the **COUNTY** for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, the **SUBRECIPIENT** shall perform at no increased cost, unless the **COUNTY** determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the **COUNTY**, in which case, the **COUNTY** may do any or all of the following: (1) accept allocated activity(ies) performance or deliveries from the **SUBRECIPIENT**, provided that the **SUBRECIPIENT** grants preferential treatment to the **COUNTY** with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by the **SUBRECIPIENT** for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity or (3) terminate the Agreement in whole or in part.

SUBSECTION XI.C. – REMEDIES: If an Event of Default occurs, the **COUNTY** may, in its sole discretion and without limiting any other right or remedy available, provide thirty (30) calendar days written notice to the **SUBRECIPIENT,** and if the **SUBRECIPIENT** fails to cure within those thirty (30) calendar days, the **COUNTY** may choose to exercise one or more of the following remedies, either concurrently or consecutively:

1. Terminate this Agreement upon written notice by the **COUNTY,** sent in conformity with SECTION XIX. NOTICES;
2. Begin any appropriate legal or equitable action to enforce performance of this Agreement;
3. Withhold or suspend payment of all or any part of a request for payment;
4. Demand the **SUBRECIPIENT** return to the **COUNTY** any funds used for ineligible activities or unallowable costs under this Agreement or any applicable law, rule or regulation governing the use of the funds; and
5. Exercise any corrective or remedial actions, including but not limited to:
    a. Request additional information from the **SUBRECIPIENT** to determine the reasons for or the extent of noncompliance or lack of performance;
    b. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected; and/or
    c. Advise the **SUBRECIPIENT** to suspend, discontinue, or refrain from incurring costs for any activities in question.
6. Exercise any other rights or remedies which may be otherwise available under law.

Pursuit of any of the above remedies does not preclude the **COUNTY** from pursuing any other remedies in this Agreement or provided at law or in equity. Failure to exercise any right or remedy in this Agreement or failure by the **COUNTY** to require strict performance does not affect, extend, or waive any other right or remedy available or affect the later exercise of the same right or remedy by the **COUNTY** for any other default by the **SUBRECIPIENT**.

SUBSECTION XI.D. – TERMINATION BY COUNTY: Excluding those scenarios and exceptions as noted within SUBSECTION XI.A. SUSPENSION, SUBSECTION XI.B. EVENTS OF DEFAULT, and SUBSECTION XI.C. REMEDIES, the **COUNTY** may, at any time and for other reasons not mentioned above ("for convenience"), cancel this Agreement by giving twenty–four (24) hours written notice to the **SUBRECIPIENT** by Certified Mail, Process Server or Hand Delivery following a determination by the County Manager or designee, at its sole discretion, that such cancellation is in the best interest of the people of the **COUNTY**. From the date of cancellation, neither party shall have any further obligation unless specified in the termination notice.

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

SUBSECTION XI.E. – TERMINATION BY SUBRECIPIENT: Excluding those scenarios and exceptions as noted within SUBSECTION XI.A. SUSPENSION, SUBSECTION XI.B. EVENTS OF DEFAULT, and SUBSECTION XI.C. REMEDIES, the **SUBRECIPIENT** may, at any time and for other reasons not mentioned above ("for convenience"), cancel this Agreement by giving seventy-two (72) hours prior written notice to the **COUNTY** by Certified Mail or Process Server of such and specifying the effective date.

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

In the event that this Agreement is terminated, the **SUBRECIPIENT** shall not incur new obligations under the terminated portion of the Agreement after the date the **SUBRECIPIENT** has received the notification of termination. The **SUBRECIPIENT** shall cancel as many outstanding obligations as possible. The **COUNTY** shall disallow all costs incurred after the **SUBRECIPIENT'S** receipt of the termination notice. The **COUNTY** may, to the extent authorized by law, withhold payments to the **SUBRECIPIENT** for the purpose of set-off until the exact amount of damages due to the **COUNTY** from the **SUBRECIPIENT** is determined.

In accordance with 24 CFR 570.503, upon expiration or termination of this Agreement, the **SUBRECIPIENT** shall transfer to the **COUNTY** any CDBG-DR funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG-DR funds.

SECTION XII: USE AND REVERSION OF ASSETS, REAL PROPERTY

The **SUBRECIPIENT** must ensure that any equipment or fixed assets purchased in whole or in part with CDBG-DR funds be adequately safeguarded and assure such assets are used solely for authorized purposes. The purchase, use, management and disposition of equipment and other capital assets must comply with 2 CFR 200.313, 2 CFR 200.439, the applicable Federal Register Guidance, and 24 CFR 570. See SECTION XI: SUSPENSION, EVENTS OF DEFAULT, REMEDIES, AND TERMINATION regarding the revision of any CDBG-DR funds or assets upon termination or expiration of this agreement. Per 24 CFR 570.502(a)(8), in all cases when equipment purchased with CDBG funds is sold, the net proceeds are considered program income, and shall be returned to the **COUNTY** within 30 days of receipt of the proceeds.

Any real property under the **SUBRECIPIENT'S** control that was acquired or improved in whole or in part with CDBG-DR funds (including CDBG-DR funds provided to the **SUBRECIPIENT** in the form of a loan) in excess of $25,000 must (1) be used to meet a national objective until five years after expiration or termination of this Agreement (24 CFR 570.505), unless otherwise agreed upon by the Parties, or except as otherwise set forth herein or (2) if not used to meet a national objective, the **SUBRECIPIENT** shall pay to the **COUNTY** an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG-DR funds for the acquisition or improvement of the property for five years after expiration or termination of this Agreement.

The rights and remedies under this Section are in addition to any other rights or remedies provided by law or under this Agreement.

SECTION XIII: ASSURANCE, CERTIFICATIONS, AND COMPLIANCE

The **SUBRECIPIENT** agrees that compliance with these assurances and certifications constitutes a condition of continued receipt of or benefit from CDBG-DR funds provided through this Agreement, and that it is binding upon the **SUBRECIPIENT**, its successors, transferees, and assignees for the period during which services are provided and activities are performed. Additional requirements of the assurances, certifications, and compliance measures below can be further detailed or outlined in the Agreement's exhibits, forms, and attachments.

SUBSECTION XIII.A. – IMMIGRATION LAWS AND CITIZENSHIP STATUS: The **COUNTY** will not intentionally award Agreements to any **SUBRECIPIENT** 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 the **SUBRECIPIENT** 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 Agreement by the **COUNTY**.

Additionally, the **SUBRECIPIENT** must follow requirements to verify citizenship of CDBG-DR fund recipients in certain circumstances. In accordance with 49 CFR 24.408, the **SUBRECIPIENT** cannot provide relocation assistance to a person who has not provided certification of U.S. citizenship or who has been determined to be not lawfully present in the United States, unless such person can demonstrate to the **SUBRECIPIENT** that the denial of relocation assistance will result in an exceptional and extremely unusual hardship to such person's spouse, parent, or child who is a citizen of the United States, or is an alien lawfully admitted for permanent residence in the United States. The **COUNTY** may require the **SUBRECIPIENT** to follow other verification requirements as prescribed within the Federal Register Guidance, regulations, or within the Action Plan.

Furthermore, the **SUBRECIPIENT** shall ensure that CDBG-DR funds, which are passed through Lee County, are restricted to people legally able to reside in the United States.

SUBSECTION XIII.B. - E-VERIFY REQUIREMENTS: The **SUBRECIPIENT** must verify employment eligibility of all new employees hired during the Agreement term through the U.S. Department of Homeland Security's E-Verify system.

Section 448.095, F.S., requires the following:

1. Every public employer, contractor, and subcontractor shall register with and use the E- Verify system to verify the work authorization of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
2. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract.

E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to the employer to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: *https://www.e-verify.gov/*.

If the **SUBRECIPIENT,** or its contractors, consultants, or subrecipients, does not use E-Verify, they shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the Effective Date of this Agreement.

SUBSECTION XIII.C. – NATIONAL OBJECTIVE: All activities funded with CDBG-DR funds must meet the criteria for one of the CDBG program's National Objectives. The **SUBRECIPIENT** certifies that the activities carried out under this Agreement shall meet the stated national objective as outlined under SUBSECTION II.C. NATIONAL OBJECTIVE. Furthermore, the **SUBRECIPIENT** certifies and acknowledges that it understands documentation and records requirements for the stated national objective type(s), as defined at 24 CFR 570.208, 24 CFR 570.506, and any and all alternative requirements under the Federal Register Guidance in relation to relevant national objective type(s) as stated in the above Subsection.

SUBSECTION XIII.D. – USE OF FUNDS AND ORDER OF ASSISTANCE: CDBG–DR Appropriations Acts generally include a statutory order of assistance for Federal agencies which require Grantees to verify whether funds made available by FEMA or the U.S. Army Corps of Engineers (USACE) are available for an activity, or the costs are reimbursable by FEMA or the USACE, ***before*** awarding CDBG-DR assistance for the cost of carrying out the same activity.

The **SUBRECIPIENT** shall not use CDBG–DR funds for activities reimbursable by or for which funds are made available by FEMA or the U.S. Army Corps of Engineers (USACE). The **SUBRECIPENT** must verify and inform the **COUNTY** if FEMA and USACE funds are available prior to award or expenditure of CDBG-DR funds to an eligible activity within the Scope of Work contained under *Exhibit B – Scope of Work and Activities – Project Activity Scope of Work Description*. *Exhibit H – Certification of CDBG-DR Compliance Provisions* further outlines Duplication of Benefits certifications which the **SUBRECIPIENT** must adhere to. Failure to do so can result in a return of funds as further outlined within this Agreement under SUBSECTION V.B. – DEFERRED PAYMENTS AND RETURN OF FUNDS (RECAPTURE FOR DISALLOWED COSTS) and SUBSECTION XIII.E. DUPLICATION OF BENEFITS.

SUBSECTION XIII.E. – DUPLICATION OF BENEFITS: The **SUBRECIPIENT** certifies that it shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5155 et seq.) and described within Appropriations Acts and Federal Register Guidance. The **SUBRECIPIENT** must comply with HUD's requirements for Duplication of Benefits (DOB), as described in the Federal Register Guidance (Section IV.A.1. – Grant Administration; Duplication of Benefits (DOB)) and HUD guidance (including HUD training materials), including specific Order of Assistance requirements as noted under SUBSECTION XIII.D. USE OF FUNDS AND ORDER OF ASSISTANCE. The **SUBRECIPIENT** shall carry out the activities under this Agreement in compliance with the **COUNTY's** procedures to prevent DOB. The **SUBRECIPIENT** shall also sign a Subrogation Agreement (see *Exhibit K – CDBG-DR Program Subrogation Agreement*).

In accordance with the Federal Register Guidance at 88 FR 32053 – Section IV.A.1.(d)(v) Applicable Rules, Statutes, Waivers, and Alternative Requirements: Reassess Unmet Need When Necessary, the **SUBRECIPIENT** certifies 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 **SUBRECIPIENT'S** *{SELECT ONE}* application/proposal. This notification must include a statement explaining how this change in funding affects the provisions of the project and activity requirements as well as the use of and continued need for CDBG-DR funds through the **COUNTY**.

The **SUBRECIPIENT** shall either (1) maintain all funds provided under this Agreement in a separate bank account or (2) ensure that the **SUBRECIPIENT'S** accounting system shall have sufficient internal controls to separately track expenditure of all funds under this Agreement, in accordance with 2 CFR 200.302. In cases where the project and its activities are funded by more than one funding source (other funds besides CDBG-DR funds) where potential duplicative assistance could exist, the **SUBRECIPIENT** shall not commingle CDBG-DR funds provided under this Agreement with any other funds, projects or programs, when those funds are determined to be for the same purpose and same use, in accordance with the Federal Register Guidance. 88 FR 32050, Section IV.A.1.(a) – Overview of Grant Process, The Stafford Act – and Section 312 of the Stafford Act makes recipients of Federal disaster assistance liable for repayment of the amount of Federal disaster assistance that duplicates benefits available for the same purpose from another source (42 U.S.C. 5155(c)). The **COUNTY** may, in its sole discretion, disallow costs made with commingled funds that were designated as being available for the same purpose and use as the CDBG-DR funds and require reimbursement for such costs as described herein (SUBSECTION V.B. – DEFERRED PAYMENTS AND RETURN OF FUNDS (RECAPTURE FOR DISALLOWED COSTS)).

SUBSECTION XIII.F. – CIVIL RIGHTS REQUIREMENTS: The **SUBRECIPIENT** 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, projects, and activities are not discriminating against those participants or employees in violation of statutes, regulations, guidelines and standards. By acceptance of this CDBG-DR funding, the **SUBRECIPIENT** assures and certifies the following:

1. 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:
   a. 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 and the Federal Register Guidance, to items such as, but not limited to, project outreach, project, or activity materials including communique in the form of digital (website) media and paper materials.
   b. Section 109 - Title I of the Housing & Community Development Act of 1974
   c. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794)
   d. Age Discrimination Act of 1975 (42 U.S.C. 610 et. seq.)
   e. Fair Housing Act
2. That they will comply with the Americans with Disabilities Act of 1990 ("ADA") (P.L. 101-336, as codified at U.S.C. 42.126 (sections 12101-12213) and as amended, and 28 CFR 35); the Florida Civil Rights Act, as amended, Chapter 76, F.S.; Title VII of the Civil Rights Act of 1964, as amended; and laws 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 **SUBRECIPIENT'S** Single-Point-of-Contact.
3. That if clients are to be transported under this Agreement, **SUBRECIPIENT** will comply with the provisions of Chapter 427, Florida Statutes, which requires the coordination of transportation for the disadvantaged.
4. That if personnel in programs under this Agreement work directly with children/youths and vulnerable or disabled adults, the **SUBRECIPIENT** will comply with applicable provisions under Florida Statutes 943.0542; 943.04351; 393.0655; 402, regarding employment screening.
5. That activities under this Agreement shall provide for access to equal participation of religious or faith-based organizations, where applicable, in accordance with 24 CFR 570.200 and Executive Order 13279.

Additional requirement information can be accessed at the following websites:

- Office of Fair Housing and Equal Opportunity (FHEO) Fair Housing Rights and Obligations
- FHEO main website
- Guidelines for promoting Fair Housing for individuals with Limited English Proficiency (LEP)

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 can be found on the Fair Housing and Equal Opportunities HUD website.

SUBSECTION XIII.G. – DETECTION AND PREVENTION OF FRAUD, WASTE, AND ABUSE: In accordance with the Federal Register Guidance, the **SUBRECIPIENT** certifies that they will administer

their programs under procedures, supervision, safeguards, and such other methods as may be necessary to prevent fraud, waste, and abuse, and that it will target its services and activities to those who need them the most. Additionally, the **SUBRECIPIENT** certifies that their written standards of conduct and their conflict-of-interest policy will supplement their anti-fraud, waste, and abuse (AFWA) initiatives, and that the **SUBRECIPIENT** may be required to take part in fraud, waste, and abuse (FWA) training and will work with the **COUNTY** to develop a FWA complaint and reporting process, including reporting such complaints to the **COUNTY**.

SUBSECTION XIII.H. – INELIGIBLE ACTIVITIES: The **SUBRECIPIENT** assures that it will not conduct or expend CDBG-DR funds on any activities which are deemed ineligible by the Federal Register Guidance (88 FR 32077, Section III.G.), federal regulations (most notably at 24 CFR 570.207), the Action Plan, and all other applicable laws.

SUBSECTION XIII.I. – PROGRAM INCOME: The **SUBRECIPIENT** shall report to the **COUNTY** all program income (as defined at 24 CFR 570.500 or in the Federal Register Guidance governing the CDBG-DR funds) generated by activities carried out with CDBG-DR funds made available under this Agreement as part of the **SUBRECIPIENT'S** periodic reporting outlined under SECTION VI. REPORTS AND EXHIBITS and SECTION VII. AUDITS, MONITORING, AND RECORDS.

The **SUBRECIPIENT** must return to the **COUNTY**, prior to closeout, any program income generated by the project and its activities. The **COUNTY** certifies that it shall use program income in accordance with the applicable requirements of 2 CFR 200.307 and alternative requirements and waivers as prescribed under the Federal Register Guidance at 88 FR 32074, Appendix B: CDBG-DR Consolidated Notice - Section III.E. Program Income (in place of requirements at 24 CFR 570.500 and 24 CFR 570.504), and the terms of this Agreement. The **SUBRECIPIENT** shall return program income to the **COUNTY** if a program income balance exists, or program income is generated after closeout. In all cases, any program income received that is not used to continue the disaster recovery activity will not be subject to the waivers and alternative requirements of the Federal Register Guidance or the **COUNTY'S** CDBG Entitlement program, if program income is transferred to that program.

SUBSECTION XIII.J. – CITIZEN PARTICIPATON AND PUBLIC WEBSITE REQUIREMENTS: The **COUNTY**, as a Grantee, certified to HUD that it has a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.115 or 91.105 (except as provided for in waivers and alternative requirements under the Federal Register Guidance). Additionally, the **COUNTY**, as a Grantee, certified to HUD that it will maintain a comprehensive CDBG-DR public website that permits individuals and entities awaiting assistance and the general public to see how all grant funds ae used and administered. The Action Plan also details how the **COUNTY** will adhere to both requirements.

The **SUBRECIPIENT** certifies that it will adhere to requirements by the **COUNTY** to provide documentation and information which informs both the citizen participation and public website requirements. Further details on information needed to meet these requirements are spelled out in the exhibits, attachments, and forms as part of this Agreement.

SUBSECTION XIII.K. – PERSONALLY IDENTIFIABLE INFORMATION (PII): As previously referenced under SUBSECTION VII.D. RECORDKEEPING REQUIREMENTS and in accordance with 2 CFR 200.1 and 2 CFR 200.338, Personally Identifiable Information (PII) means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. Protected PII means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, and educational

transcripts. This does not include PII that is required by law to be disclosed.

PII must always be safeguarded, even in instances of public records requests. No Federal awarding agency may place restrictions on the non-Federal entity that limits public access to the records of the non-Federal entity pertinent to a Federal award, *except for protected PII or when the Federal awarding agency can demonstrate that such records will be kept confidential and would have been exempted from disclosure pursuant to the Freedom of Information Act (5 U.S.C. 552) or controlled unclassified information pursuant to Executive Order 13556 if the records had belonged to the Federal awarding agency*.

The **SUBRECIPIENT** certifies that they understand the PII definitions as noted above, and in accordance with their internal controls under 2 CFR 200.303, the **SUBRECIPIENT** shall take reasonable measures to safeguard protected PII and other information HUD or the **COUNTY** designates as sensitive or the **SUBRECIPIENT** considers sensitive consistent with applicable Federal, state, and local laws regarding privacy and responsibility over confidentiality.

Additionally, the **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 in connection with this project and its activities, as applicable, 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 public services are unaffected. Methods to accomplish the highest levels of public service coupled with PHI confidentiality will be an ongoing task of the affected staffs of the **COUNTY** and the **SUBRECIPIENT**.

SUBSECTION XIII.L. – NECESSARY AND REASONABLE REQUIREMENTS: The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for the Federal Awards in 2 CFR 200 Subpart E (Federal Cost Principles) apply to all CDBG-DR Grantees and their Subrecipients. The **SUBRECIPIENT** certifies that all costs incurred under this Agreement are necessary and reasonable for the performance of its project and/or activities. The Cost Principles are made applicable to local governments through 24 CFR 570.502. The **SUBRECIPIENT** must consider factors described at 2 CFR 200.404(a-e) when determining which types and amounts of cost items incurred under this Agreement are necessary and reasonable.

SUBSECTION XIII.M. – COPYRIGHT, PATENT AND TRADEMARK: In accordance with 2 CFR 200.1 and 2 CFR 200.135, trademarks, copyrights, patents and patent applications and property, are identified as intangible property, or property having no physical existence. The **SUBRECIPIENT** may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this CDBG-DR award. HUD, through the **COUNTY** as its pass-through entity, reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so. The **SUBRECIPIENT** is subject to applicable regulations governing patents and inventions, including governmentwide regulations issued by the Department of Commerce at 37 CFR 401 (“Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements”).

Any and all patent rights accruing under, or in connection with, the performance of this Agreement are hereby reserved to the **COUNTY**. Any and all copyrights accruing under, or in connection with, the performance of this Agreement are hereby transferred by the **SUBRECIPIENT** to the **COUNTY**.

1. If the **SUBRECIPIENT** has a pre-existing patent or copyright, the **SUBRECIPIENT** shall retain all rights and entitlement to that pre-existing patent or copyright unless this Agreement expressly provides otherwise.
2. If any discovery or invention is developed in the course of or as a result of work or services performed

under this Agreement or in any way connected with it, the **SUBRECIPIENT** shall refer the discovery or invention to the **COUNTY** for a determination whether the **COUNTY** will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the **COUNTY**. If any books, manuals, films, or other copyrightable material are produced, the **SUBRECIPIENT** shall notify the **COUNTY**. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the **SUBRECIPIENT** to **COUNTY**. Within thirty (30) calendar days of execution of this Agreement, the **SUBRECIPIENT** shall disclose all intellectual properties relating to the performance of this Agreement which give rise to a patent or copyright. The **SUBRECIPIENT** shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists, and the **COUNTY** shall have the right to all patents and copyrights which accrue during performance of this Agreement.

SUBSECTION XIII.N. – FEDERAL TERMS AND CONDITIONS: For Federal CDBG-DR funded programs, the **SUBRECIPIENT** has or will develop and maintain the capacity to carry out disaster recovery activities in a timely manner and will ensure compliance with applicable Uniform Administrative Requirements as described in 2 CFR 200, Community Development Block Grants (CDBG) regulations at 24 CFR 570, the Federal Register Guidance, the Action Plan, and all other established, applicable HUD regulations, acts, and statutes, as now in effect and as may be amended from time to time. The **COUNTY** outlines full CDBG-DR Compliance Provisions for the **SUBRECIPIENT** under *Exhibit H – Certification of CDBG-DR Compliance Provisions* and details program management standards within the respective program's manual.

SUBSECTION XIII.O. – STATE AND LOCAL GOVERNMENT REQUIREMENTS: The **SUBRECIPIENT** agrees to the following statements as it relates to state and/or local government requirements:

1. The **SUBRECIPIENT** 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 Agreement, 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 **SUBRECIPIENT**.

2. The **SUBRECIPIENT** 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).

3. The **SUBRECIPIENT** 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).

4. The **SUBRECIPIENT** will comply with and implement this Agreement in a manner satisfactory to Lee County and HUD and consistent with all applicable laws, regulations, and policies and procedures that may be required as a condition of Lee County providing the grant funds, including but not limited to, all applicable program administration and compliance requirements set forth by this Agreement, and in accordance with the CDBG-DR NOFA Application, CDBG-DR Action Plan, and any other documentation previously provided by the **SUBRECIPIENT**, attached as *Exhibit F – Application*, and made a part hereof.

5. Lee County's provision of grant funds under this Agreement is specifically conditioned on the **SUBRECIPIENT's** compliance with this provision and all terms and conditions of this Agreement, the

most recently published version of Lee County's *Hurricane Ian CDBG-DR Subrecipient Manual* and *Internal Grant Management Manual*, and the CDBG-DR Recovery and Resiliency Planning Program Policies and Procedures Manual, which can be accessed on https://cdbgdr.leegov.com, and any amendments thereto, related Federal Register Guidance (including Guidance, which is provided under future Federal Register Notices), and the requirements of the authorities cited above, as the same may be amended from time to time.

6. The **SUBRECIPIENT** will acknowledge support for activities funded wholly or in part by CDBG-DR funds provided by HUD and the **COUNTY**. In publicizing, advertising, or describing the program, state "Funding provided by Lee Board of County Commissioners and HUD."

7. The **SUBRECIPIENT** will notify the **COUNTY** of any changes to the **SUBRECIPIENT** organization to include Board Membership (roster), Articles of Incorporation and Bylaws within ten (10) working days of the effective date.

8. If needed, **SUBRECIPIENT** may be called upon to assist the **COUNTY** during a natural disaster or emergency. This may include, but is not limited to, the use of the **SUBRECIPIENT'S** facility to assist with Emergency Food Stamp preregistration if the facility is operations and use of staff to assist with case management and post-disaster shelter assessments. **SUBRECIPIENT** will be responsible to notify United Way 211 via phone, email, or through submission of online survey form, immediately after a disaster declaration if the location is accessible and operational and of any **SUBRECIPIENT** staff who are available to assist with recovery efforts.

SECTION XIV: OTHER PROVISIONS AND CONDITIONS

If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then that provision shall be null and void only to the extent of the conflict or unenforceability, and that provision shall be severable from and shall not invalidate any other provision of this Agreement.

Any power of approval or disapproval granted to the **COUNTY** under the terms of this Agreement shall survive the term of this Agreement.

All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

In the event travel is pre-approved by the **COUNTY**, any bills for travel expenses shall be submitted and reimbursed in accordance with section 112.061, F.S., the rules promulgated thereunder and 2 CFR 200.474.

If the **SUBRECIPIENT** is allowed to temporarily invest any advances of CDBG-DR funds under this Agreement, any interest income shall either be returned to the **COUNTY.**

The **SUBRECIPIENT** acknowledges being subject to Florida's Government in the Sunshine Law (section 286.011, F.S.) with respect to the meetings of the **SUBRECIPIENT'S** governing board or the meetings of any subcommittee making recommendations to the governing board. The **SUBRECIPIENT** agrees that all such aforementioned meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records made available to the public in accordance with Chapter 119, F.S.

The **SUBRECIPIENT** shall comply with section 519 of P.L. 101-144, the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990; and section 906 of P.L. 101-625, the Cranston-Gonzalez National Affordable Housing Act, 1990, by having, or adopting within ninety (90) days of execution of this Agreement, and enforcing, the following:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Upon expiration or termination of this Agreement, the **SUBRECIPIENT** shall transfer to the **COUNTY** any CDBG-DR funds remaining at the time of expiration or termination, and any accounts receivable attributable to the use of CDBG-DR funds.

SECTION XV: CITIZEN COMPLAINTS

The **SUBRECIPIENT** is responsible for tracking and reporting citizen complaints to the **COUNTY** under the following types of complaints and/or inquiries: (1) Program or Project Appeals, where applicable; (2) HUD complaints; (3) Fair Housing complaints; and (4) Fraud, Waste, and Abuse (FWA) complaints. The **SUBRECIPIENT** must adopt the **COUNTY's** written citizen complaint policy or provide their own policy that provides citizens with the address, phone number, and times for submitting complaints and grievances. The policy must also provide that timely written answers to written complaints and grievances will be provided within 15 working days, where practicable, or the **SUBRECIPIENT** must document why additional time for the response is required.

SECTION XVI: LEGAL AUTHORIZATION

The **SUBRECIPIENT** certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The **SUBRECIPIENT** certifies that the undersigned person has the authority to legally execute and bind the **SUBRECIPIENT** to the terms of this Agreement. The **COUNTY** may, at its discretion, request documentation evidencing the undersigned has authority to bind the **SUBRECIPIENT** to this Agreement as of the Effective Date; any such documentation is incorporated herein by reference.

Prior to the execution of this Agreement, the **SUBRECIPIENT** warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation, or any other legal or financial condition that would in any way prohibit, restrain, or diminish the **SUBRECIPIENT'S** ability to satisfy its obligations. The **SUBRECIPIENT** shall immediately notify the **COUNTY** in writing if its ability to perform is compromised in any manner during the term of this Agreement.

SECTION XVII: AGREEMENT DISPUTE RESOLUTION PROCEDURE

Any dispute between the Parties with respect to provisions contained in a Lee County Office of Strategic Resources and Government Affairs Agreement or issues that arise pertinent to an Agreement 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) daytime period can be extended for an additional ten (10) days.

1. 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 SRGA include the Agreement Coordinator and Program Manager.
2. 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.

3. 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 (10) days.
4. If the dispute remains unresolved after the Department Director's decision, the parties may proceed to litigation. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens. This Agreement and the rights and obligations of the Parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles. Unless otherwise agreed in writing, the **SUBRECIPIENT** will be required to continue all obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.
5. Either Party may at any time commence formal court proceedings, which shall be immediately communicated, and will end the informal Dispute Resolution process as described in Paragraph 1-3 above.

SECTION XVIII: AGREEMENT CLOSEOUT

The **SUBRECIPIENT** must complete a closeout checklist and final closeout reports to ensure complete and final documentation of all finance and program activities. The closeout checklist and reports must be submitted to the **COUNTY** within 90 days after the end date of this agreement.

The closeout checklist must include documentation and certification that:

1. All CDBG-DR funds have been expended within the exception of any closeout liabilities or contingent liabilities (24 CFR 570.509(a)(1));
2. All work financed with CDBG-DR funds has been completed, is eligible, and meets a national objective, including activities financed through escrow accounts, loan guarantees, or similar mechanisms; performance and expenditure reports have been submitted and account for program income and administrative expenditures (24 CFR 570.509(a)(2-5)); and
3. All other responsibilities under this Agreement have been met or the **COUNTY** has determined that there is no further benefit in keeping the Agreement open to secure performance (24 CFR 570.509(a)(6)).

The final closeout reports must include the following:

1. Final Project Performance Measures and Outcomes Form (*Exhibit E)*;
2. Final *Monthly Activity Report* (with final progress narrative);
3. Updated *Project Budget and Expense (Sources and Uses) Worksheet* (including program income);
4. Final *Payment Request Form*; and
5. Inventory of property acquired or improved with CDBG funds. The inventory should identify real property acquired with over $25,000 of CDBG funds including its current use, to facilitate compliance with requirements for the continuing eligible use of property at 24 CFR 570.505.

Based on the **SUBRECIPIENT'S** final reports and other relevant information, the **COUNTY** may execute a closeout agreement that specifies closeout costs or contingent liabilities that are subject to payment with CDBG-DR funds after the closeout agreement is signed; continuing responsibilities after closeout; or other provisions appropriate to special circumstances.

As specified in 2 CFR 200.345, the closeout of a CDBG-DR award to a **SUBRECIPIENT** does not affect:

1. The **COUNTY**'s right to disallow costs and/or recover funds on the basis of a later audit or other review.
2. The **SUBRECIPIENT**'s obligation to return funds due to the **COUNTY** from subsequent refunds, corrections, or other transactions.
3. The **COUNTY** and **SUBRECIPIENTS'S** obligation to comply with records retention as specified in 2 CFR 200, Subpart D—Post Federal Award Requirements, Records Retention and Access, including 2 CFR 200.334-338, as modified by 24 CFR 570.502(a)(7)(ii).
4. The **SUBRECIPIENT**'s responsibilities for property management and disposition:
    - For real property in 24 CFR 570.503(b)(7).
    - For other property, as applicable in 2 CFR 200, Subpart D, Post Federal Award Requirements, Property Standards, including:
        - 2 CFR 200.310 (Insurance coverage).
        - 2 CFR 200.312 (Federally owned and exempt property).
        - 2 CFR 200.313 and 24 CFR 570.502(a)(6) (Equipment).
        - 2 CFR 200.314 (Supplies).
        - 2 CFR 200.315 (Intangible property).
        - 2 CFR 200.316 (Property trust relationship).
        - Audit requirements in 2 CFR 200, Subpart F.

SECTION XIX: NOTICES

Official notices concerning this Agreement will be directed to the following authorized representatives below, either in writing, by hand delivery, first class, or certified mail with return receipt requested at the addresses below, or in electronic format, by electronic mail:

SUBRECIPENT
Name: Steven Sarkozy
Title: Village Manager
Agency: Village of Estero
Address: 9401 Corkscrew Palms Circle, Ste 1, Estero, FL 33928
Telephone: (239) 292-0364
Email: sarkozy@estero-fl.gov

COUNTY
Name: Glen Salyer
Title: Assistant County Manager
Agency: Office of Strategic Resources and Government Affairs
Address: 2115 Second Street, Fort Myers, FL 33901
Telephone: (239) 533-2315
Email: GSalyer@leegov.com

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

Steven Sarkozy	Glen V. Salyer
Name (printed/typed)	Name (printed/typed)
DocuSigned by: Steven Sarkozy	Signed by: Glen V. Salyer
Signature	Signature
Village Manager	Assistant County Manager
Title	Title

In the event that the **SUBRECIPIENT** designates different representatives after execution of this Agreement, notice of the name and address of the new representative will be rendered in writing or electronically by authorized officer of the **SUBRECIPIENT** to the **COUNTY**.

SECTION XX: ALL TERMS AND CONDITIONS INCLUDED

This Agreement 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 Agreement shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this Agreement is legally determined unlawful or unenforceable, the remainder of the Agreement shall remain in full force and effect and such terms or provisions shall be stricken.

IN WITNESS THEREOF, the **SUBRECIPIENT** and the **COUNTY** have caused this Agreement and all Agreement Exhibits, Attachments, Reports, and Forms as indicated on the *Subrecipient Agreement Document Checklist* to be executed by their undersigned officials as duly authorized.

SUBRECIPIENT: Village of Estero

DocuSigned by:

BY: Steven Sarkozy 7/16/2024 | 4:14 PM EDT
008660BA9E214F0...
Signature Date

Steven Sarkozy

Steven Sarkozy, Village Manager

ATTEST:
CLERK OF CIRCUIT COURT

Signed by:

BY: Melissa Butler
34140A3DDF374A2...
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

DocuSigned by:

BY: Mike Greenwell
55F586F7224445A...
Chair

Signed by:

BOARD OF COUNTY COMMISSIONERS SEAL LEE COUNTY, FLORIDA

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

DocuSigned by:

Amanda L. Swindle
EC9B5A5584DD473...
County Attorney's Office

EXHIBIT A
SCOPE OF WORK AND ACTIVITIES
PROGRAM/PROJECT ACTIVITY OVERVIEW

The information provided under this Exhibit is retrieved from the Subrecipient's approved application in response to the NOFA 1. In coordination and agreement with the Subrecipient, the County will utilize the information below to inform and update the County's approved System of Record for program and project eligibility with core HUD CDBG-DR requirements. Subrecipients will work with the County to ensure any edits and amendments to this Exhibit are subsequently reviewed and approved within the System of Record.

Program/Project Activity Overview

Project Name: Estero Eco-Historic Planning Study

CDBG-DR Program eligible activity: Planning

The National Objective to be achieved for each activity as a result of this Project: Activities expended for planning and administrative costs under 24 CFR 570.205 and 24 CFR 570.206, which are considered to address the national objectives.

The method of measuring the National Objective, if LMI: Not Applicable – activity will not meet a LMI national objective

The number of individuals benefiting as a result of this Project:

· Total beneficiaries: 0.00

· Total low/mod beneficiaries: 0.00

CDBG-DR storm tie-back and/or Mitigation resilience measure: The Village of Estero is seeking to conduct a land use study to address significant unmet needs in spatial planning, infrastructure development, and resilience building in the historically underserved areas around "Old Estero" and Koreshan State Park. This initiative recognizes the critical gap in current land use planning that fails to adequately consider the unique environmental, historical, and socio-economic contexts of the area. The absence of a comprehensive master plan has left these regions vulnerable to the impacts of climate change, including flooding and storm surges, and hindered sustainable development and economic growth. The proposed study aims to: • Identify and propose solutions for spatial and infrastructural deficiencies, emphasizing sustainable land management and zoning reforms that support resilient community development. • Integrate resilience and sustainability into land use planning, ensuring that future development is aligned with environmental conservation principles and capable of withstanding climate-related challenges. • Enhance community livability and economic vitality by proposing land use strategies that foster economic opportunities, improve access to affordable housing, and enhance recreational and green spaces. Aligning closely with the Village's Comprehensive Plan and Vision, this land use study seeks to bridge the gap between current conditions

and the community’s aspirations for a sustainable, resilient, and vibrant future. By focusing on sustainable growth, the study will contribute to the Village's long-term goals.

EXHIBIT B
SCOPE OF WORK AND ACTIVITIES
PROJECT ACTIVITY SCOPE OF WORK DESCRIPTION

The information provided under this Exhibit is retrieved from the Subrecipient's approved application in response to the NOFA 1. In coordination and agreement with the Subrecipient, the County will utilize the information below to inform and update the County's approved System of Record for key performance measures and project budget cost eligibility. Subrecipients will work with the County to ensure any edits and amendments to this Exhibit are subsequently reviewed and approved within the System of Record and/or under a formal amendment in accordance with the Agreement.

Project Activity Scope of Work Description ("Work")

The Village of Estero proposes a comprehensive planning study targeting the development of the historically underserved areas around "Old Estero" and the Koreshan State Park, spanning approximately 1.12 square miles. Unlike other areas within the Village that benefit from detailed master planning, this specific region has remained largely underdeveloped, lacking the necessary infrastructure and services critical for sustainable growth and resilience. The study's scope encompasses a thorough assessment of existing conditions, with a focus on identifying opportunities for improvement and development that align with the Village's strategic goals related to transportation, green spaces, stormwater management, and non-motorized mobility options. The intended outcomes of this study include: 1. A detailed master plan that integrates with the Village of Estero's broader strategic frameworks, ensuring a cohesive approach to enhancing sustainability and resilience. 2. The identification of targeted interventions aimed at improving the quality of life for residents. This includes enhancements in emergency preparedness, economic development, sustainable energy adoption, environmental conservation, historical preservation, affordable housing, recreational spaces, accessible transportation, and comprehensive utility services. 3. Recommendations for actionable strategies that can be implemented to transform the area into a vibrant, resilient, and inclusive community. This will involve leveraging the unique environmental and historical assets of the area to foster economic growth, enhance community well-being, and improve overall livability. By focusing on these key areas, the Village of Estero aims to create a foundation for informed decision-making that will guide the sustainable and resilient development of "Old Estero" and its surrounding areas, ensuring that the plan includes considerations for the needs and contributions of all community members, especially those who are most vulnerable.

Design and Approach: To ensure the successful implementation of the comprehensive planning study for the "Old Estero" and Koreshan State Park area, the Village of Estero will adopt a systematic approach grounded in community engagement, expert analysis, and strategic partnerships. The Village plans to procure the services of a consulting firm with a strong track record in innovative urban planning and stakeholder engagement through an open and competitive process, adhering to federal procurement standards. This selection will prioritize firms with expertise in addressing the unique challenges of historically underserved communities and the ability to integrate sustainability and resilience

into comprehensive planning efforts. The implementation plan consists of the following key steps: 1. Consultant Selection: Through a rigorous selection process, the Village will identify a consulting firm that demonstrates a deep understanding of the project's goals, with proven experience in delivering similar planning studies. The chosen firm will be tasked with conducting a comprehensive analysis of the current state of the target area, identifying gaps in infrastructure, environmental conservation, and socio-economic development opportunities. 2. Stakeholder Engagement: Central to the planning process is the engagement of local residents, businesses, and other stakeholders. This will ensure that the study reflects the community's needs and aspirations. A series of workshops, public meetings, and surveys will be conducted to gather input and feedback, facilitating a participatory planning process. 3. Data Collection and Analysis: The consulting firm will undertake a thorough data collection effort, assessing existing conditions, vulnerabilities, and potentials within the area. This will include an analysis of environmental, social, and economic factors that impact the community's resilience and sustainability. 4. Plan Development: Utilizing the collected data and community input, the consulting firm will develop a comprehensive master plan. This plan will outline specific strategies and interventions for enhancing infrastructure, promoting sustainable development, and improving the quality of life for all residents. 5. Public Review and Finalization: The draft plan will be presented to the community for feedback, ensuring transparency and inclusivity in the planning process. Based on this feedback, necessary revisions will be made to finalize the master plan. 6. Timeline and Milestones: The entire study is anticipated to be completed within two years of executing a subrecipient agreement. This timeline allows for a thorough analysis, community engagement, and the development of a robust, actionable plan. This implementation plan will guide the Village of Estero in the development of a comprehensive and inclusive master plan that addresses the unique needs of the “Old Estero” and Koreshan State Park area, fostering a sustainable, resilient, and vibrant community for future generations.

EXHIBIT C

FINANCIAL AND GRANT MANAGEMENT SYSTEM BUDGET WORKSHEET

The information provided under this Exhibit is retrieved from the Subrecipient Agreement. In coordination and agreement with the Subrecipient, the County will utilize the information below to set up and encumber budget obligations within the County's financial accounting system for the awarded CDBG-DR funds. Subrecipients will work with the County to ensure any edits and amendments to this Exhibit are subsequently reviewed and approved within the System of Record, financial accounting records, and/or under a formal amendment in accordance with the Agreement.

Financial and Grant Management System Budget Worksheet

As noted within the Agreement, the Subrecipient's allocation of CDBG-DR funding for this project is broken down in the following manner:

	Most Impacted and Distressed (MID
Activity Funds (Direct Project Costs)	$450,000.00
Activity Delivery Funds	$0
Total	$450,000.00

EXHIBIT D
INDIRECT COST RATE ALLOCATION PLAN

The information provided under this Exhibit is retrieved from the Subrecipient Agreement and the Subrecipient's approved application in response to the NOFA 1. In coordination and agreement with the Subrecipient, the County will utilize the information below to set up and encumber budget obligations for an indirect cost rate within the County's financial accounting system. Subrecipients will work with the County to ensure any edits and amendments to this Exhibit are subsequently reviewed and approved within the System of Record, financial accounting records, and/or under a formal amendment in accordance with the Agreement.

Indirect Cost Rate Allocation Plan

When applicable, documentation that supports the indirect cost rate and Activity Delivery Cost must be included under this Exhibit. The County is responsible for reviewing and approving the Subrecipient's indirect cost allocation plan or proposal included below. Calculated Modified Total Direct Costs (MTDCs) subject to a: Not applicable – an indirect cost rate will not be utilized or requested from the subrecipient under this Agreement.

See the plan or proposal above for further details and requirements of when the Subrecipient is set to receive indirect costs. The County also identifies financial data and information in Exhibit C for the Subrecipient's use in the submission of Payment Request Forms, Single Audits, and other reports which require the County's accounting of CDBG-DR funding through its financial system.

EXHIBIT E

PROJECTED PERFORMANCE MEASURES AND OUTCOMES FORM

The information provided under this Exhibit is retrieved from the Subrecipient Agreement and the Subrecipient's approved application in response to the Recovery and Resiliency Planning NOFA. In coordination and agreement with the Subrecipient, the County will utilize the information below to set up detailed performance management goals for the Subrecipient to meet through implementing and completing the project.

The Subrecipient will report via the monthly activity report on how the project has progressed on reaching the target numbers of the projected performance measure(s). Subrecipients will work with the County to ensure any updates to this Exhibit are subsequently reviewed and approved within the System of Record in accordance with the Agreement.

Projected Performance Measures and Outcomes

When applicable, documentation which supports the performance measure(s) is taken from the Subrecipient's stated project scope of work ("projected outcomes"). The following table provides those measures which the Subrecipient must report performance on related to meeting performance goals:

Eligible Activity Type	Possible Performance Measures/Accomplishments (select at least one measure for the eligible activity being met)	Projected Total
Planning	# of Water Management/Flood Maps Updated	
	# of Community Engagement Meetings/Events Conducted	25
	# of Public Education Meetings Conducted	10
	# of Hazard Mitigation Plans Prepared	
	# of Resilience Plans Created	
	# of Plans or Planning Products	1
	# of Water Management/Flood Plans Completed	
	# of Floodplain Design Standards Updated	
	% of Survey Respondents with an Increased Understanding of Flood Risks and Water Management Issues	
	# of Mitigation Plans Completed	
	# of Plans Adopted	1
	# of Non-Business Organizations Benefiting	20
	# of Entities at Resilience Meetings	
	# of Climate Action Plans Completed	
	# of Acres with Improved Multiple Hazard Risk Mapping	
	# of Disaster Recovery Plans Completed	

Eligible Activity Type	Possible Performance Measures/Accomplishments (select at least one measure for the eligible activity being met)	Projected Total
	# of Persons at Resilience Meetings	
	# of Planning Studies and Initiatives Completed	1
	Other	

EXHIBIT F

APPLICATION

The information provided under this Exhibit is retrieved from the Subrecipient's approved application in response to the Recovery and Resiliency Planning Notice of Funding Application. In coordination and agreement with the Subrecipient, the County will utilize the information below as a reference point to establish the original, approved conditions under which the original project was considered. The County will review this Exhibit when considering changes to the Agreement or other project details as outlined within the System of Record. Subrecipients will work with the County to ensure any edits and amendments to this Exhibit are subsequently reviewed and approved within the System of Record and/or under a formal amendment in accordance with the Agreement.

Application

Please see the following documentation below: The full, approved project application, submitted by the Subrecipient, for which this Agreement was completed. Supporting documentation submitted by the Subrecipient as part of the application process is incorporated by reference and is maintained within the System of Record. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:

1. Subrecipient Agreement
2. Recovery and Resiliency Planning Notice of Funding Availability
3. Recovery and Resiliency Planning Program Guidelines
4. Notice to Proceed
5. Subrecipient's application in response to the Notice of Funding Availability

Lee County
Southwest Florida

Recovery and Resiliency Planning Program

Organization Information

- Organization Name: Village of Estero
- Address: 9401 Corkscrew Palms Circle Estero, FL 33928
- Organization Type: Unit of general local government
- Telephone: (239) 221-5035
- Federal Employer ID #: 47-3445874
- Organization Website: estero-fl.gov
- Unique Entity Identifier: CJLEVP2G6368

Authorized Organization Representative

- Name: Steve Sarkozy
- Title: Village Manager

Contact Person

- Name: David Willems
- Title: Public Works Director
- Email: willems@estero-fl.gov
- Telephone: (239) 221-5035

Plan Information

- Plan Name: Estero Eco-Historic Planning Study
- Plan Type: Study

Plan Type

- ☐ Comprehensive
- ☑ Community Development
- ☐ Continuity of Operations
- ☐ Economic Revilatization
- ☐ Energy Use and Conservation
- ☐ Floodplain, Wetlands Management, or other Natural Hazards
- ☐ Other:
- ☑ Historic Preservation
- ☐ Housing
- ☑ Land-Use
- ☑ Open Space and Recreation
- ☐ Transportation
- ☐ Utilities
- ☐ Human Services

Target Service Location

- ☐ City of Cape Coral
- ☐ City of Fort Myers
- ☐ City of Bonita Springs
- ☐ City of Sanibel
- ☐ Other:
- ☐ Town of Fort Myers Beach
- ☑ Village of Estero
- ☐ Unincorporated Lee County
- ☐ All of Lee County

Additional Service Areas

- Service Areas Outside Lee County: No

The scope and projected outcome(s) of the plan

The Village of Estero proposes a comprehensive planning study targeting the development of the historically underserved areas around “Old Estero” and the Koreshan State Park, spanning approximately 1.12 square miles. Unlike other areas within the Village that benefit from detailed master planning, this specific region has remained largely underdeveloped, lacking the necessary infrastructure and services critical for sustainable growth and resilience. The study's scope encompasses a thorough assessment of existing conditions, with a focus on identifying opportunities for improvement and development that align with the Village's strategic goals related to transportation, green spaces, stormwater management, and non-motorized mobility options. The intended outcomes of this study include:

1. A detailed master plan that integrates with the Village of Estero's broader strategic frameworks, ensuring a cohesive approach to enhancing sustainability and resilience.
2. The identification of targeted interventions aimed at improving the quality of life for residents. This includes enhancements in emergency preparedness, economic development, sustainable energy adoption, environmental conservation, historical preservation, affordable housing, recreational spaces, accessible transportation, and comprehensive utility services.
3. Recommendations for actionable strategies that can be implemented to transform the area into a vibrant, resilient, and inclusive community. This will involve leveraging the unique environmental and historical assets of the area to foster economic growth, enhance community well-being, and improve overall livability. By focusing on these key areas, the Village of Estero aims to create a foundation for informed decision-making that will guide the sustainable and resilient development of “Old Estero” and its surrounding areas, ensuring that the plan includes considerations for the needs and contributions of all community members, especially those who are most vulnerable.

Implementation Plan - The approach to completing the plan

To ensure the successful implementation of the comprehensive planning study for the “Old Estero” and Koreshan State Park area, the Village of Estero will adopt a systematic approach grounded in community engagement, expert analysis, and strategic partnerships. The Village plans to procure the services of a consulting firm with a strong track record in innovative urban planning and stakeholder engagement through an open and competitive process, adhering to federal procurement standards. This selection will prioritize firms with expertise in addressing the unique challenges of historically underserved communities and the ability to integrate sustainability and resilience into comprehensive planning efforts. The implementation plan consists of the following key steps:

1. Consultant Selection: Through a rigorous selection process, the Village will identify a consulting firm that demonstrates a deep understanding of the project's goals, with proven experience in delivering similar planning studies. The chosen firm will be tasked with conducting a comprehensive analysis of the current state of the target area, identifying gaps in infrastructure, environmental conservation, and socio-economic development opportunities.
2. Stakeholder Engagement: Central to the planning process is the engagement of local residents, businesses, and other stakeholders. This will ensure that the study reflects the community's needs and aspirations. A series of workshops, public meetings, and surveys

will be conducted to gather input and feedback, facilitating a participatory planning process.
3. Data Collection and Analysis: The consulting firm will undertake a thorough data collection effort, assessing existing conditions, vulnerabilities, and potentials within the area. This will include an analysis of environmental, social, and economic factors that impact the community's resilience and sustainability.
4. Plan Development: Utilizing the collected data and community input, the consulting firm will develop a comprehensive master plan. This plan will outline specific strategies and interventions for enhancing infrastructure, promoting sustainable development, and improving the quality of life for all residents.
5. Public Review and Finalization: The draft plan will be presented to the community for feedback, ensuring transparency and inclusivity in the planning process. Based on this feedback, necessary revisions will be made to finalize the master plan.
6. Timeline and Milestones: The entire study is anticipated to be completed within two years of executing a subrecipient agreement. This timeline allows for a thorough analysis, community engagement, and the development of a robust, actionable plan. This implementation plan will guide the Village of Estero in the development of a comprehensive and inclusive master plan that addresses the unique needs of the “Old Estero” and Koreshan State Park area, fostering a sustainable, resilient, and vibrant community for future generations.

The unmet or mitigation need that is being addressed by the plan and how the plan aligns with community goals

The Village of Estero is seeking to conduct a land use study to address significant unmet needs in spatial planning, infrastructure development, and resilience building in the historically underserved areas around “Old Estero” and Koreshan State Park. This initiative recognizes the critical gap in current land use planning that fails to adequately consider the unique environmental, historical, and socio-economic contexts of the area. The absence of a comprehensive master plan has left these regions vulnerable to the impacts of climate change, including flooding and storm surges, and hindered sustainable development and economic growth. The proposed study aims to:

• Identify and propose solutions for spatial and infrastructural deficiencies, emphasizing sustainable land management and zoning reforms that support resilient community development. • Integrate resilience and sustainability into land use planning, ensuring that future development is aligned with environmental conservation principles and capable of withstanding climate-related challenges. • Enhance community livability and economic vitality by proposing land use strategies that foster economic opportunities, improve access to affordable housing, and enhance recreational and green spaces. Aligning closely with the Village’s Comprehensive Plan and Vision, this land use study seeks to bridge the gap between current conditions and the community’s aspirations for a sustainable, resilient, and vibrant future. By focusing on sustainable growth, the study will contribute to the Village's long-term goals.

Explain your agency’s experience completing plans of a similar size and scope, including federal, state, and/or local government grant experience and capacity of the organization to administer the plan and oversee all

compliance requirements

The Village of Estero has a proven track record of successfully completing several comprehensive master planning efforts, significantly contributing to our community's development and resilience. Our notable projects include the Stormwater Master Plan, Parks, Recreation, and Open Space Master Plan, Bicycle & Pedestrian Master Plan, and the ongoing refinement of the Village of Estero Land Development Code and Comprehensive Plan. Each of these initiatives was managed by Village staff from start to finish, showcasing our ability to navigate complex projects with thorough research, robust stakeholder engagement, and a commitment to aligning outcomes with our community's needs and aspirations. Building on this solid foundation, the Village is poised to undertake the proposed study with the same level of diligence and strategic insight. Our team is equipped with the expertise required to manage all facets of this project, ensuring that it not only achieves its goals but also provides actionable recommendations to bolster our community's resilience against natural hazards. In addition to our experience with comprehensive planning efforts, the Village of Estero has also successfully administered and managed several federal and state grants, further evidencing our capacity for overseeing complex projects and compliance requirements. Notably, we have been awarded and efficiently utilized funds from several key programs, including: Coronavirus Aid, Relief, and Economic Security (CARES) Funds, receiving $539,968.96 in Fiscal Year 2020-2021. Coronavirus State and Local Fiscal Recovery Funds, with an award of $16,964,413 spanning Fiscal Year 2021 to the present. Community Development Block Grant (CDBG), totaling $29,673 in Fiscal Year 2021-2022. Keep Florida Beautiful Highway Beautification Grant and Highway Lighting Maintenance Grant from the Florida Department of Transportation (FLDOT), amounting to $59,098 and $132,728 respectively in Fiscal Year 2021-2022. Leveraging this extensive experience and administrative capability, coupled with a proactive approach to collaboration, the Village is well-prepared to administer the proposed Eco-Historic study. This project will benefit from our proven track record of managing both the technical and administrative aspects of complex initiatives, ensuring comprehensive vulnerability insights and effective mitigation strategies are developed in partnership with experts, stakeholders, and the community.

Describe how the proposed plan integrates mitigation measures and strategies to reduce natural hazard risks, including climate-related risks. Mitigation measures include but are not limited to reducing risks to people and property; public service interruption for members who are most vulnerable to natural and climate-related risks; and/or community lifelines.

The Village of Estero's proposed study will focus on embedding sustainability and resilience measures to address the escalating challenges of climate change and natural hazards. This strategic focus is essential for the historically underserved areas around "Old Estero" and Koreshan State Park, where vulnerabilities to environmental risks have been underscored by recent extreme weather events. Integration of Mitigation Measures: The planning process will review and consider mitigation strategies as recommended by organizations such as the Federal Emergency Management Agency (FEMA) and the United States Environmental Protection Agency (EPA). These considerations will focus on integrating sustainable land use practices, renewable energy solutions, and advanced stormwater management techniques, aiming to enhance environmental stewardship and disaster resilience. Focus on Vulnerable Populations: Guidance from the Department of Housing and Urban Development (HUD) will be taken into account to ensure the development of equitable and resilient housing solutions and emergency services. The study will evaluate ways to bolster community lifelines for all residents, with special attention to the needs of vulnerable populations during and after natural disasters. Community Lifelines Enhancement: Recommendations and standards from the American Society of Civil Engineers (ASCE) and the National Institute of Standards and Technology (NIST) will be reviewed to identify opportunities for strengthening utilities, transportation networks, and communication systems against disruptions. Alignment with Community Goals: The sustainability and resilience measures proposed will align with the Village of Estero's long-term goals for community development. By closely integrating with the Village's Comprehensive Plan and Vision, the study ensures a cohesive approach to building a community that is not only resilient to the challenges of today but also prepared for the uncertainties of tomorrow.

Outcome-Oriented Approach: The anticipated outcome of incorporating these measures into the land use study is a set of actionable recommendations that provide a clear path forward for sustainable development, enhanced community resilience, and improved quality of life for all residents. This approach is informed by national best practices and evidence-based strategies, ensuring the Village of Estero sets a benchmark for responsible and forward-thinking community planning. By prioritizing these measures, the proposed study aims to transform "Old Estero" into a leading example of how communities can adapt to the realities of climate change while fostering sustainable growth and enhancing the well-being of their residents.

Identify the risks or hazards being reduced and the impacts that those hazards have on people and property

In the proposed study, the Village of Estero will undertake a detailed examination to identify and assess primary risks and hazards impacting the area, with a special focus on significant threats to people and property, such as flooding, storm surges, and the increasing frequency of extreme weather events attributed to climate change. As part of this comprehensive approach, the study will engage in continuous coordination with other

significant initiatives within the Eco-Historic area, notably the separately proposedVillage-wide Vulnerability Assessment. This collaboration is designed to ensure thatinsights and findings from the Vulnerability Assessment inform the planning study,enhancing its depth and relevance. However, if necessary, the planning study willindependently analyze hazards and their impacts on people and property, leveraginghistorical data, climate models, and guidance from leading agencies. This ensures thatthe study's outcomes are robust and actionable, contributing valuable perspectives onmitigating risks and enhancing resilience, regardless of the funding or completion statusof the Vulnerability Assessment. The goal is to enhance the safety and resilience of thecommunity by identifying critical vulnerabilities and proposing targeted interventions. Thiseffort is expected to yield economic benefits by reducing repair and recovery costspost-disaster and potentially lowering insurance premiums due to decreased risks.Recommendations for sustainable land use and development practices will contribute tothe long-term environmental health, benefiting both current and future generations, andimproving the overall quality of life for residents. By addressing these risks and enhancingresilience, the study will also contribute to preserving and possibly increasing propertyvalues, making the area more attractive to residents and investors alike. The study willexplore a variety of strategies to mitigate identified risks, inspired by successfulimplementations in similar communities and best practices guidelines. Specific measureswill be determined based on the study's findings, aiming to provide actionablerecommendations that align with the Village's goals for sustainability, resilience, andcommunity well-being.

Describe the value of the proposed plan to the community. Describe the anticipated short-term impacts during normal circumstances, as well as how the plan will enhance resilience in the long term and during extreme events. Description should include qualitative or quantitative data

The planning study proposed for the Village of Estero is poised to deliver substantial value to the community, both in the immediate future and in the long-term. By focusing on the historically underserved areas surrounding "Old Estero" and Koreshan State Park, the study aims to craft a vision that not only addresses current land use inefficiencies but also lays the groundwork for sustainable and resilient development. In the short-term, the plan will identify actionable strategies to improve infrastructure, enhance environmental conservation, and stimulate economic development. These initial steps are crucial for setting the stage for long-term transformations that promise to bolster the community's resilience against natural disasters, improve quality of life, and ensure sustainable growth. The study's recommendations will be geared towards creating a more cohesive and resilient community fabric, capable of withstanding the pressures of climate change and urbanization. Looking to the long-term, the plan envisions a transformed Village of Estero where sustainable land use planning and resilient infrastructure investments lead to a community that is not only more adaptive to environmental challenges but also more attractive to residents, businesses, and investors. This transformation includes the development of green spaces, sustainable housing, and efficient transportation networks that collectively enhance the community's livability and economic vitality. Central to the plan's value is its focus on inclusivity and engagement, ensuring that the voices of all community members, including those most vulnerable to climate impacts, are heard and integrated into the planning process. This inclusive approach guarantees that the plan's benefits are equitably distributed, laying the foundation for a community that values resilience, sustainability, and shared prosperity.

Timelines of critical tasks to be accomplished for each proposed activity, including a description of the steps you will take to complete the funded activities and describe any dependencies or actions that need to happen before you can start on the activities

The Village of Estero is at a pivotal moment to commence the data collection and analysis phase for the comprehensive planning study. With the region experiencing remarkable growth and the recent impacts of Hurricane Ian fresh in our collective memory, the urgency for developing a resilient framework for new development and redevelopment has never been more acute. This initiative is poised to introduce a series of development overlays designed to guide the area towards more sustainable and resilient growth, ensuring that the community is better prepared for future challenges.

Acknowledging the timeliness and critical need for such a study, the Village is prepared to initiate the project immediately following the execution of a subrecipient agreement. The proposed timeline is structured to ensure that the entire study, from inception to final recommendations, is completed within a two-year timeframe. This period will encompass several key phases:

1. Phase 0: Consultant Procurement and Notice to Proceed (0-3 months)

Prepare Procurement Documentation: This will include an independent cost analysis, scope of work, and contract, in compliance with federal, state, and local regulations. Prior to advertising and initiating the procurement process, the Village will submit the procurement package to Lee County for review and approval.

Competitively Solicit a Consultant: This will include the advertisement of the Request for Proposals/Qualifications (RFP/Q). The City will solicit and select a vendor in compliance with 2 CFR 200 and the Village's procurement procedures.

Facilitate a Kickoff Meeting: During this kickoff meeting with the selected consultant, the Village will review the scope, answer any project questions, and outline goals, milestones, deliverables, timelines reporting requirements, and payment schedule. The kickoff meeting will identify Village-Consultant responsibilities and will be an opportunity to discuss the proposed strategy to complete the Vulnerability Assessment.

2. Initial Setup and Stakeholder Engagement (Months 1-3): Quickly after funding approval, the project will kick off by establishing a project management team, procuring a consultant firm to complete the study, finalizing contracts with the selected consulting firm, and initiating a comprehensive stakeholder engagement process. This early phase will set the stage for a collaborative effort, ensuring all voices are heard and integrated into the planning process.

3. Data Collection and Preliminary Analysis (Months 4-9): This critical phase involves gathering existing environmental, infrastructural, and socio-economic data, supplemented by targeted field assessments and community input sessions. The objective is to create a robust foundation of evidence to inform the development of the overlays and the broader planning strategy.

4. Development of Draft Development Overlays and Plan (Months 10-15): Leveraging the collected data, the consulting team will draft the development overlays, outlining zones for resilient development, areas requiring protective measures, and opportunities for sustainable growth. This draft will be presented to the community for feedback, ensuring

the plan reflects collective aspirations and concerns.

5. Revision and Finalization (Months 16-20): Incorporating community and stakeholder feedback, the draft plan will undergo revisions to address concerns and integrate new insights. Once all revisions have been made, the final draft will be reviewed by the Planning Zoning and Design Board for concurrence. This phase culminates in the presentation of a finalized plan to the Village Council for review and approval.

6. Implementation Strategy and Roadmap (Months 21-24): The final months of the project will focus on translating the plan into actionable steps, identifying priority projects, potential funding sources, and establishing a timeline for implementation. This roadmap will guide the Village in operationalizing the plan's recommendations, marking the beginning of a new era of resilient and sustainable development for Estero.

Budget Management and Reporting: The Village will maintain a disciplined approach to budget management, with regular reporting and reviews to ensure adherence to the proposed spending plan. Adjustments will be made as necessary to reflect project realities, always with an eye toward maximizing cost-effectiveness and impact. At the conclusion of the Vulnerability Assessment, the Village will prepare a closeout report, including all final deliverables, consultant payments, and reports for submission to Lee County. Throughout this process, the Village is committed to maintaining transparency, fostering community engagement, and adapting to new information and feedback.

Monthly spending plans and proposed draw down schedules

Quarter 1 (Months 1-3): Initial Setup and Stakeholder Engagement Activities: The project kicks off by establishing a project management team, procurement of consulting firms, finalizing contracts with the procured consulting firm, and launching the stakeholder engagement process. Budget: $25,000

Quarter 2 (Months 4-6): Data Collection - Part 1 Activities: This quarter focuses on beginning the collection of environmental, infrastructural, and socio-economic data, alongside initiating community input sessions. Budget: $70,000

Quarter 3 (Months 7-9): Data Collection - Part 2 Activities: Continuing with data collection, including targeted field assessments and further community engagement to ensure a comprehensive foundation of evidence. Budget: $70,000

Quarter 4 (Months 10-12): Development of Draft Overlays - Part 1 Activities: Begin drafting development overlays, identifying zones for resilient development and sustainable growth opportunities. Budget: $55,000

Quarter 5 (Months 13-15): Development of Draft Overlays - Part 2 Activities: Completing the draft of development overlays and presenting these for community feedback to refine the plan according to collective aspirations. Budget: $50,000

Quarter 6 (Months 16-18): Revision and Finalization - Part 1 Activities: Beginning the process of revising the draft plan based on community and stakeholder feedback, addressing concerns, and integrating new insights. Budget: $50,000

Quarter 7 (Months 19-20): Revision and Finalization - Part 2 Activities: Finalizing the

revisions and preparing the plan for review and approval by the Planning Zoning and Design Board and the Village Council. Budget: $40,000

Quarter 8 (Months 21-24): Implementation Strategy and Roadmap Activities: Developing an actionable implementation strategy, identifying priority projects, potential funding sources, and establishing a timeline for project execution. Budget: $40,000

Project Total: $400,000

Reporting schedule for outcomes achieved

The Village of Estero is committed to a transparent and accountable planning process, ensuring that stakeholders are kept informed of progress and outcomes throughout the duration of the planning study. To this end, a structured reporting schedule has been developed to communicate the study's achievements and findings at critical junctures.

Preliminary Results Report (Within 15 Months): The first significant milestone will be the completion of the preliminary results, anticipated to be within 15 months from the execution of the subrecipient agreement. This report will outline initial findings, proposed development overlays, and early recommendations for sustainable and resilient growth. It will serve as a basis for engaging with the community and stakeholders, inviting feedback to refine and enhance subsequent planning stages.

Interim Progress Reports (Every Six Months): To ensure ongoing communication, interim progress reports will be issued every six months. These reports will detail the study's progress, including data collection, community engagement activities, and any interim findings or adjustments to the planning process. This regular update will keep all stakeholders informed and involved, allowing for continuous input and adaptation based on evolving community needs and priorities.

Final Plan Delivery (Within 24 Months): The final delivery of the comprehensive land use plan is anticipated within 24 months of the subrecipient agreement, contingent upon factors such as changes in the private investment market, economic outlook, and the extent of public review required. This timeline allows for the incorporation of feedback on the preliminary plan and ensures that the final plan reflects the most current and relevant data and community aspirations.

Additional Reporting to Affected Units of Local Government: Recognizing the interconnectedness of planning efforts across jurisdictions, the Village will include other affected units of local government in the planning effort. Special reports or briefings will be provided to these entities as needed, ensuring that the plan aligns with regional objectives and leverages synergies with neighboring communities. This reporting schedule is designed to foster a collaborative planning environment, where feedback is not only welcomed but actively sought at various stages. By adhering to this schedule, the Village of Estero ensures that the study remains aligned with community goals, responsive to changing conditions, and transparent to all stakeholders involved.

Describe the process carried out to determine cost estimations prior to applying

To determine the cost estimations for the proposed Eco-Historic Planning Study, the Village of Estero conducted a detailed analysis based on prior planning efforts and the expected impact of inflation. The primary reference point was the Village's own experience with a similar study completed in 2018, which had a budget of $300,000. By examining the scope and financial outlay of this and other related studies, the Village aimed to establish a realistic baseline for the current project's budget.

Acknowledging changes in the economic landscape and the potential for increased costs over time, the Village also factored in the anticipated rate of inflation since the completion of the 2018 study. This approach allowed for an adjusted budget that reflects current market conditions and the expanded scope of the planning study.

Describe additional steps you will take, if approved, to manage costs, change orders, and ensure the plan is completed on time and within budget

If approved, the Village of Estero plans to deploy a comprehensive project management strategy designed to prevent budget overruns and guarantee the timely completion of the plan. Central to this approach will be the creation of a strong oversight framework aimed at closely monitoring spending relative to the budget, implementing a strict protocol for evaluating and approving any change orders, and developing a project timeline that incorporates regular milestones for assessing progress. This methodology emphasizes the importance of accountability and open communication with all project stakeholders, positioning the Village to proactively tackle any potential issues. The goal is to ensure that all aspects of the project are delivered efficiently and effectively, adhering to the agreed budget and timeline.

Describe the actions that will be taken to implement the plan after completing the plan. Describe how the plan will be maintained and updated

Following the completion of the Eco-Historic land use plan, the Village of Estero is prepared to take decisive actions to bring the plan's recommendations to life. One notable action for implementation could be the creation of an overlay district, which would serve as a strategic tool for guiding development in alignment with the plan's goals. This approach exemplifies the type of targeted interventions the Village anticipates undertaking, with the planning and public works departments playing key roles in the execution of such enhancements. To keep the plan relevant and effective over time, the Village will establish a dynamic process for its maintenance and regular updates. This process will include ongoing monitoring of how well the plan's outcomes are meeting the community's objectives, alongside the integration of community feedback. Recognizing that both the needs of the community and environmental conditions are subject to change, the plan's maintenance strategy is designed to be proactive. It will ensure the plan remains adaptable, capable of responding to new challenges and seizing

opportunities as they emerge.

Describe how the plan is innovative, based on national best practices, and designed in accordance with an existing evidence-based program

The Eco-Historic Planning Study proposed by the Village of Estero will draw on a unique blend of innovative planning techniques and adherence to national best practices. By focusing on the revitalization of historically underserved areas, the study sets out to integrate sustainability and resilience directly into land use planning, distinguishing itself through a novel approach that considers both the environmental and historical significance of "Old Estero" and the Koreshan State Park area. This plan aims to leverage the area's unique characteristics, proposing the development of an Eco-Historic District that not only preserves the community's heritage but also enhances its resilience to environmental challenges. Looking to evidence-based programming, the study plans to utilize a comprehensive assessment methodology that incorporates the latest research and best practices in urban planning, environmental sustainability, and community resilience. This approach ensures that the planning process is informed by proven strategies and successful models, adapting these to the specific context and needs of Estero. The plan aspires to create actionable strategies that are innovative and pragmatic, capable of addressing the community's current and future needs.

A description of how you will coordinate with other planning, community development, and/or recovery or resilience plans and initiatives that are underway

In the strategic planning efforts of the Village of Estero, particular attention is being given to the potential simultaneous advancement of the Eco-Historic Planning Study and the Vulnerability Assessment. Both initiatives, pursued under this funding opportunity, are designed to complement each other's insights and findings without one being contingent on the completion or outcomes of the other. This ensures that each study progresses on its own merits and timeline, offering valuable contributions to the community's development and resilience strategies. The Village will facilitate collaboration between the two projects through targeted community engagement and stakeholder involvement. By organizing board meetings, partner engagement sessions, and community outreach events, the aim is to establish clear communication channels that support the seamless exchange of information and resources. These efforts will be meticulously planned to highlight the unique objectives of each study, ensuring that their execution is synchronized in a manner that fosters mutual support without dependency. This approach is key to preventing any duplication of work and guaranteeing that the resources and data collected are utilized efficiently across both studies. It underscores the Village's commitment to a holistic yet distinct examination of the community's needs through the Eco-Historic study and the Vulnerability Assessment. Each study will independently contribute to the overarching goals of enhancing Estero's sustainability and resilience, while their coordinated efforts will provide a comprehensive understanding that benefits the entire community. In our efforts to align with and contribute to broader community development and resilience initiatives, the Village of Estero will also integrate the transformation of the Seminole Gulf Railroad into a multi-use trail within our planning efforts. This trail, envisioned as part of the SUN Trail network, represents a significant opportunity to enhance non-motorized mobility, connect communities, and expand green spaces in alignment with state and regional priorities for sustainable and resilient infrastructure. Coordination with this project will ensure our planning efforts contribute to a cohesive network of trails and pathways that serve both recreational and practical mobility needs, supporting a broader vision for a connected, accessible, and environmentally friendly region. Our collaboration with stakeholders involved in the trail project, including local governments, non-profit organizations, and community groups, will be a key aspect of our approach to ensure that our efforts are complementary and mutually reinforcing.

Are there any existing plans?

Yes

Authorized Organization Representative

- Plan Name: The Village of Estero Comprehensive Plan
- Plan Website URL: https://estero-fl.gov/village-comprehensive-plan/
- Is this plan in progress? No

Plan Description

The Plan establishes the community's policies and priorities regarding future development while maintaining the Village's image.

The Comprehensive Plan serves as a blueprint for future commercial and residential land uses, transportation needs, environmental resources and housing, as well as recreation and open spaces.

Interaction with Proposed Activities

The State of Florida approved the Village's first Comprehensive Plan, which has since been adopted. The plan establishes the community's policies and priorities regarding future development while maintaining the Village's image. The Comprehensive Plan serves as a blueprint for future commercial and residential land uses, transportation needs, environmental resources and housing, as well as recreation and open space. Since the plan's publication date in 2018, the Village has discovered that the project's targeted area wasn't well represented within the active Comprehensive Plan.

Authorized Organization Representative

- Plan Name: Village of Estero Stormwater Master Plan
- Plan Website URL: https://estero-fl.gov/wp-content/uploads/library-ada/Public%20Works/Estero%20Stormwater%20Master%20Plan.pdf
- Is this plan in progress? No

Plan Description

This plan addresses the Village's stormwater management strategies, focusing on reducing flooding risks and improving water quality. It lays the groundwork for sustainable water resource management within Estero, emphasizing the importance of integrated stormwater solutions

Interaction with Proposed Activities

The Stormwater Master Plan's initiatives complement the Eco-Historic Land Use Study by ensuring that robust stormwater management strategies underpin our efforts to enhance land use and development. This alignment helps in mitigating flooding risks while promoting sustainable water resource management, crucial for the ecological and historical areas under review.

Authorized Organization Representative

- Plan Name: Parks, Recreation, & Open Space Master Plan
- Plan Website URL: https://estero-fl.gov/wp-content/uploads/library-ada/Parks%20Rec/Estero%20Park-Rec-Open%20Space%20Mater%20Plan.pdf
- Is this plan in progress? No

Plan Description

This plan focuses on expanding and improving the Village's recreational spaces and green areas. It supports the community's well-being by providing accessible and diverse recreational opportunities, fostering a connected and engaged community.

Interaction with Proposed Activities

This plan's focus on expanding recreational spaces and green areas aligns with the Eco-Historic Planning Study's vision of preserving and integrating natural and historic resources into the community's fabric. Collaborating on these initiatives ensures that our land use planning not only respects but actively incorporates and enhances Estero's ecological and recreational assets for community well-being.

Authorized Organization Representative

- Plan Name: Bicycle & Pedestrian Master Plan
- Plan Website URL: https://estero-fl.gov/wp-content/uploads/library-ada/2019%20AGENDA%20ATTACHMENTS/Estero%20Bike%20Ped%20Master%20Plan%20Final.pdf
- Is this plan in progress? No

Plan Description

Aimed at enhancing non-motorized mobility, this plan outlines the development of safe and accessible pathways for cyclists and pedestrians. It promotes active transportation and connects various parts of the Village, contributing to a healthier, more sustainable community.

Interaction with Proposed Activities

The Bicycle & Pedestrian Master Plan directly supports the Eco-Historic Planning Study's goals of non-motorized mobility and connectivity within the study area. By integrating this plan's objectives, we ensure a cohesive approach to creating safe, accessible pathways that link historical sites and natural landscapes, enhancing the overall mobility and livability of the community.

A description of the area of high need that will be addressed by the plan

The Eco-Historic Planning Study is set to focus on Old Estero, an area identified for its critical needs and high potential for community transformation. The vision for Old Estero encompasses a broad spectrum of improvements, directly responding to the pressing challenges and opportunities within the community. Key areas of intervention include infrastructure enhancements, addressing the acute shortage of affordable housing, revitalizing local businesses and economic frameworks, and bolstering community resilience and disaster readiness. The recent devastation wrought by Hurricane Ian has cast a spotlight on the urgent need for robust infrastructure improvements in Old Estero. These enhancements are foundational, not only for immediate recovery but also for ensuring long-term sustainability and resilience against future disasters. A part of these infrastructure enhancements will be the integration of the Seminole Gulf Railroad into a multi-use trail. This initiative is designed to significantly contribute to Old Estero's resilience and sustainability by providing a safe and accessible non-motorized mobility option, enhancing community connectivity, and fostering recreational opportunities. It aligns with the Village's broader mission of transforming Old Estero into a resilient, connected, and green community. The Village will also address affordable housing gaps as part of a long-term sustainability and resilience mission. The availability of affordable housing is also linked with the trail project, which will improve access to employment, education, and services, thereby supporting economic and business development in Old Estero. By increasing safe and affordable housing options while also enhancing mobility through the trail, Old Estero sets the stage for a vibrant economic renewal, attracting investment, and fostering a thriving local economy. Moreover, the plan recognizes the intertwined nature of housing availability with economic and business development. The trail project further exemplifies this interconnection by offering a sustainable infrastructure that promotes a healthier lifestyle, reduces transportation costs for residents, and attracts tourists and new businesses to the area. This comprehensive approach aims not just to address existing deficiencies but to unlock the full potential of Old Estero, transforming it into a resilient, economically dynamic, and inclusive community.

A description of the intended impact the plan will have on the community and area of high need

The comprehensive plan dedicated to the Old Estero district is designed to be a transformative blueprint for the Village of Estero. It aims to holistically address the critical infrastructure and housing needs that are essential for fostering a thriving, sustainable community. Beyond the physical improvements, the plan is poised to shed light on and address the underlying social and economic challenges facing the area's residents. The intended impact of this plan is far-reaching, promising to enhance the overall quality of life for all members of the community. By addressing each identified need, from bolstering infrastructure to expanding affordable housing options, the plan sets a course for Old Estero to evolve into a district characterized by its resilience, economic vitality, and inclusiveness. The ultimate goal is to not only meet the immediate needs of the community but to lay a solid foundation for future generations, ensuring the long-term sustainability and resilience of the Village.

A description of the intended beneficiaries of the plan, including any HUD-defined vulnerable populations and communities who are the intended beneficiaries of the plan

The Village of Estero is home to a diverse community that includes a significant portion of residents aged 62 or older, making up nearly 60% of the population according to the United States Census Bureau. This demographic insight highlights the importance of designing the Eco-Historic land use study to benefit the general population, with a mindful acknowledgment of the needs of older adults who represent a considerable segment of our community. While the study is informed by data that points to the presence of vulnerable populations as defined by the Department of Housing and Urban Development (HUD), including seniors, it is fundamentally aimed at enhancing the quality of life for all residents living in the study area. The intention is to create a resilient, accessible, and sustainable environment that supports the well-being and prosperity of the entire community. This approach ensures that while the plan is cognizant of the needs of specific groups, its recommendations and initiatives are designed to be inclusive, offering broad benefits.

Authorized Organization Representative

	Census Tract	Block Group
1	50104	2,3
2	50203	1,2
3	50313	2

The types of entities benefitting from the plan

- ☑ Residents
- ☑ Businesses
- ☑ Local Government
- ☐ Other:

If “Residents” is selected, list the projected number of beneficiaries and number of LMI beneficiaries who will benefit from the plan, if it were implemented

Total Number of Beneficiaries: 10445

Total LMI Beneficiaries: 4030

The target populations from the table below who would benefit from the plan if it were implemented

- ☑ Populations presumed by HUD to be LMI persons:
  - Abused children
  - Elderly persons (62 and older)
  - Battered spouses
  - Homeless persons
  - Severely disabled adults (as defined by the Census)
  - Illiterate adults
  - Persons living with AIDS
  - Migrant farm workers
- ☐ Protected classes (groups protected from discrimination under federal civil rights law based on the following):
  - Race
  - Color
  - National origin
  - Sex (including sexual orientation and gender identity)
  - Religion
  - Familial status
  - Disability
  - Age
- ☐ Vulnerable populations, as defined by HUD in the Consolidated Notice:
  - Groups or communities whose circumstances present barriers to obtaining or understanding information or accessing resources, based on such factors as the following:
    - Geography
    - Markets
    - Prevalent housing stock and tenure
    - History
    - Prejudice
- ☐ Underserved communities, as defined by HUD in the Consolidated Notice:
  - Populations sharing a particular characteristic, as well as geographic communities, that have been systematically denied a full opportunity to participate in aspects of economic, social, and civic life

A description of the method used to identify the intended beneficiaries of the plan if it were implemented

To identify the intended beneficiaries, the Village employed a data-driven approach by leveraging the latest census data. This methodology provided an accurate and broad understanding of the community's demographic composition, without pinpointing specific subsets or focusing solely on low- and moderate-income (LMI) families. The census data provides valuable insights into population distribution, age, income levels, and other socio-economic indicators, which are essential for tailoring the plan's recommendations to the community's overarching needs. The utilization of census data is aimed at providing a baseline understanding of Old Estero's demographic landscape. This approach is not intended to single out specific areas of need based on economic status but rather to offer a comprehensive overview of the community. This ensures that the planning process considers the diverse needs of all residents, contributing to the development of a plan that seeks to enhance the quality of life across the entire district. By grounding the methodology in empirical data, the Village aims to ensure that, if implemented, the plan would have a targeted yet inclusive impact, aligning with the goals of sustainability and resilience for the community at large.

A description of the community outreach and engagement that has happened to date, including a description of the stakeholders and approaches to outreach and engagement

In the preparation of plans and associated planning efforts, the Village engages the public through a variety of methods to the greatest extent feasible and necessary. Since the inception of the Estero Eco-Historic initiative, the Village of Estero has proactively engaged with the community, including the Village Council's approval of Resolution No. 2024-03 on February 7, 2024. This resolution not only underscored the Village Council's commitment to the project by officially authorizing the submission of the CDBG-DR Grant application, but set the stage for active community engagement. The public advertisement of this resolution, as part of the Village Council agenda, invited the community to participate and provide public comment. The Village will incorporate any public comments received into the application and planning process when appropriate and possible. This initial phase of outreach aimed to lay a solid foundation for transparent communication and stakeholder involvement, emphasizing the project's significance to Estero's resilience and well-being.

A description of additional community outreach, engagement, and partnerships that will occur as part of the development of this plan, including the approach to engaging new stakeholders, if applicable

Looking ahead, the Village of Estero is committed to expanding its community outreach and engagement efforts as the study progresses. Recognizing the importance of comprehensive community involvement, the project will seek to engage all sectors of the community, from residents and local businesses to educational institutions and non-profit

organizations. The approach will be multifaceted, employing a variety of engagementstrategies tailored to meet the diverse needs and preferences of Estero's population. Thismay include public workshops, informational sessions, digital engagement platforms, andtargeted outreach to vulnerable populations to ensure that everyone has a voice in theprocess. Furthermore, the Village plans to foster strong partnerships with local andregional stakeholders, leveraging these relationships to enhance the project's impact andensure alignment with broader resilience and sustainability goals. Through collaborativeefforts with environmental groups, academic institutions, and other municipalities, theproject aims to not only address Estero's unique vulnerabilities but also contribute toregional resilience initiatives. This emphasis on inclusive and proactive communityengagement reflects the Village of Estero's dedication to a participatory planning process.By involving the community every step of the way and forging strategic partnerships, theEstero ECO Historic study is poised to develop robust, informed, and community-drivenstrategies to enhance the Village's resilience to natural hazards and climate impacts.

A description and justification of the proposed costs

In recent years following Hurricane Irma, Florida Commerce awarded multiple projects under the General Planning Support Program using CDBG-MIT funding. The Village analyzed the deliverables and tasks within the executed subrecipient agreements along with the costs associated with the deliverables. Leveraging this information, in addition to the Village's prior planning project costs, was critical in conducting a high-level Independent Cost Analysis. The proposed budget includes vendor staff time to prepare the Eco-Historic Planning Study, public and stakeholder meeting costs, development of toolkits and implementation documentation, and funds for the Village to review drafts of the plan and participate in the process. The Village estimates that Deliverable One: Initial Setup and Stakeholder Engagement will cost $25,000. This deliverable's tasks will include but is not limited to: • Establishment of a Project Management team • Vendor solicitation and procurement • Launching the stakeholder engagement process • Environmental Exemption and EA Process The Village estimates that Deliverable Two: Data Collection and Preliminary Analysis will cost $140,000. This deliverable's tasks will include but is not limited to: • Gathering of existing environmental, infrastructure, and socio-economic data • Community Outreach and engagement • Conducting field assessments • Conducting data analysis The Village estimates that Deliverable Three: Development of Draft Development Overlays and Plan will cost $105,000. This deliverable's tasks will include but is not limited to: • Development of overlays • Prepare the draft Eco Historic Plan • Continue outreach when necessary The Village estimates that Deliverable Four: Plan Revisions and Finalization will cost $90,000. This deliverable's tasks will include but is not limited to: • Incorporate community and stakeholder feedback into the drafted plan • Present the final plan to the Planning Zoning and Design Board for concurrence • Present the final plan to the Village Council for review and approval The Village estimates that Deliverable Five: Implementation Strategy and Roadmap will cost $40,000. This deliverable's tasks will include but is not limited to: • Developing an implementation plan/strategy • Identifying priority projects • Research of potential funding sources • Establish a timeline for project execution

A description of whether the plan will be implemented with applicant staff, vendor support and/or other

The implementation of the Eco-Historic Planning Study will be a collaborative effort involving both the Village of Estero's internal staff and external consultants. This blend of in-house expertise and external consultancy support is aimed at leveraging the strengths of each to ensure the project's success. The Village Council is committed to upholding high standards in project execution, encompassing areas such as construction management, project management, procurement, design, and accounting, to ensure that all projects, including this study, are carried out effectively and efficiently. To oversee the project and ensure that all aspects proceed according to plan, the Village will appoint a dedicated Project Manager following the award of the project. This role will be pivotal in coordinating the efforts of both Village staff and consultants, managing timelines, and keeping the project within budget. The Project Manager will serve as the central point of contact, ensuring clear communication and alignment among all parties involved. This structured approach to project implementation reflects the Village's commitment to professionalism, accountability, and excellence in bringing the study to fruition.

A description of the timeframe, dependencies, and methods for obligating grant funds, and how the applicant plans to ensure funds are spent timely. A description of how the applicant will address and control for dependencies, if applicable

The Village of Estero plans to manage the study with a clear focus on the project's timeline, financial oversight, and dependencies to ensure the grant funds are used effectively and within the necessary timeframe. Following the grant's approval, the project is scheduled to be completed over a two-year period. This schedule is organized into phases, starting with initial planning and stakeholder engagement, followed by data collection and analysis, and concluding with the plan's final development and dissemination. The allocation of grant funds will be carried out promptly, adhering to a budget that specifies financial resources for distinct project segments. This ensures each part of the project is appropriately funded, aligning expenditures with the project's progress. To monitor financial activities and guarantee that spending keeps pace with the project timeline, the Village will implement a financial monitoring system. Overseen by a Project Manager and supported by the finance department, this system will enable the Village to conduct regular financial reviews. These reviews will assess spending against the project's advancement, allowing for financial adjustments as needed. Aware of potential dependencies that could impact the project's timeline and finances, such as consultant availability or community engagement levels, the Village has prepared contingency plans. These include securing alternative consultancy services or adjusting engagement approaches to keep the project on track.

Budget Form & Duplication of Benefits

Description	Total Requested
Development of Plan (Comprehensive, Land Use, Resiliency and Mitigation)	$450,000.00
Mapping and Data Upgrades	$0.00
Education or Outreach Programs	$0.00
Building Codes	$0.00
Zoning Ordinances	$0.00
Other Eligible Costs	$0.00
Funding Requested from CDBG-DR	$450,000.00

Sources of Leveraged Funds

Source of Funds	Amount	% of Total	Status of Funds
FEMA Building Resilient Infrastructure and Communities (BRIC)	$0.00	0.00	N/A
Use of Funds:			
Purpose of Funds:	N/A		
FEMA Hazard Mitigation Grant Program (HMGP)	$0.00	0.00	N/A
Use of Funds:			
Purpose of Funds:	N/A		
FEMA Public Assistance (PA)	$0.00	0.00	N/A
Use of Funds:			
Purpose of Funds:	N/A		
Local (Municipal) Funds	$0.00	0.00	N/A
Use of Funds:			
Purpose of Funds:	N/A		
Other CDBG-DR Funds (from Florida COM)	$0.00	0.00	N/A
Use of Funds:			
Purpose of Funds:	N/A		
Other State Funds	$0.00	0.00	N/A
Use of Funds:			
Purpose of Funds:	N/A		
Resilient Florida	$0.00	0.00	N/A
Use of Funds:			

Source of Funds	Amount	% of Total	Status of Funds
Purpose of Funds:	N/A		
US Army Corps of Engineers (USACE)	$0.00	0.00	N/A
Use of Funds:			
Purpose of Funds:	N/A		
US Department of Transportation	$0.00	0.00	N/A
Use of Funds:			
Purpose of Funds:	N/A		
Total	$0.00		

Funding Summary

Item	Total Amount
Other Funding Sources	$0.00
Total Funds Available for Plan	$450,000.00
Remaining Unmet Need	$0.00

Application Certification

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct and that the application and all support documentation has been duly authorized by the governing body of the applicant. I further certify that I am authorized to submit this application and have followed all policies and procedures of my agency regarding grant application submissions.

Authorized Organization Representative Name:	The Village of Estero
Authorized Submitter Representative Name:	Steve Sarkozy
Authorized Submitter Representative Title:	Village Manager
Certification Date:	02/23/2024
Authorized Submitter Representative Signature:	Steve Sarkozy
Authorized Submitter Representative IP Address:	8.17.2.18

EXHIBIT G

CERTIFICATE(S) OF INSURANCE

The information provided under this Exhibit is retrieved from the Subrecipient Agreement or the Subrecipient's approved application in response to the Recovery and Resiliency Planning Program NOFA. In coordination and agreement with the Subrecipient, the County will utilize the information below to confirm that the Subrecipient has sufficient coverage against personal, commercial, or any other liability regarding the spending of CDBG-DR dollars. Subrecipients will work with the County to ensure any edits and amendments to this Exhibit are subsequently updated, reviewed, and/or approved within the System of Record when necessary.

Certificate(s) of Insurance

The Subrecipient has provided the following documentation below in an effort to confirm sufficient covera_e is in _ lace *{If any of the coverages below are combined under one policy, those individual items should be combined together under one item, e.g., (1) Workers' Compensation and (2) Commercial General Liability under (1) Workers' Compensation and Commercial General Liability, etc.}*:

(1)Workers' Compensation Coverage - See attached COI

(2)Commercial General Liability - See attached COI

(3)Business Auto Liability - See attached COI

(4)Directors & Officers Liability - See attached COI

(5) Fidelity Bonding - Attached below

FLORIDA LEAGUE OF CITIES
SPONSORED INSURANCE PROGRAMS
DECLARATIONS

WORKER'S COMP

I. DESIGNATED MEMBER: Village of Estero

Address: 9401 Corkscrew Palms Circle Suite 101
Estero, FL 33928

II. COVERAGE PERIOD

From October 1, 2023 to October 1, 2024
12:01 A.M. Standard Time at the address of the Designated Member.

III. AGREEMENT NUMBER

Florida Municipal Insurance Trust (FMIT) FMIT #1468

IV. COVERAGES INCLUDED

General Liability
Breach Response & Cyber Liability
Automobile
Property
Workers' Compensation

V. ESTIMATED ANNUAL PREMIUM

Normal Premium	Expense Constant	Incentive Credit	Net Premium
$190,585	$160	$(2,354)	$188,391

Signature of Authorized Representative

October 1, 2023
Date

FLORIDA MUNICIPAL INSURANCE TRUST
WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE AGREEMENT
DECLARATIONS

I. **DESIGNATED MEMBER:** **Agreement No.:** FMIT #1468

Village of Estero

II. **GOVERNMENT DESCRIPTION**

Municipality

III. **COVERAGE PERIOD**

From 10/01/2023 to 10/01/2024 12:01 A.M. Standard Time at the address of the Designated Member

IV. **A.** Workers Compensation Insurance: Part One of the Agreement applies to the Workers Compensation Law of the state of Florida:

B. Employers Liability Insurance: Part Two of the Agreement applies to work in each state listed in item IV.A. The limits of our liability under Part Two are:

Bodily Injury by Accident $1,000,000 each accident
Bodily Injury by Disease $1,000,000 policy limit
Bodily Injury by Disease $1,000,000 each employee

C. Other States Insurance: if any

D. This Agreement includes these endorsements and schedules: See Schedule D

V. **ESTIMATED ANNUAL PREMIUM**

Florida Municipal Insurance Trust (FMIT)

Normal Premium	Expense Constant	Incentive Credit	Net Premium
$16,107	$160	$(2,354)	$13,913

Florida League of Cities Sponsored Insurance Programs Since 1977

THIS DECLARATIONS AND THE SUPPLEMENTAL DECLARATIONS, TOGETHER WITH THE COMMON CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS COMPLETE THE ABOVE NUMBERED AGREEMENT.

FMIT WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGES

October 1, 2023 - October 1, 2024 Scheduled Coverage Forms List

Village of Estero, FMIT #1468

Schedule D

Form #	Description
FMIT COND 1019	Conditions of Coverage
FMIT WC EL 1015	Coverage Agreement - Workers Compensation and Employers Liability
FMIT WC EMF 1016	Experience Rating Modification Factor Endorsement
WC 00 00 01A 1002	Workers Compensation Schedule
WC 09 04 03 C 0121	Florida Terrorism Risk Insurance Extension Act Endorsement
WC 00 03 11 A	Voluntary Compensation and Employers Liability Coverage Endorsement

FLORIDA LEAGUE OF CITIES
SPONSORED INSURANCE PROGRAMS
DECLARATIONS

GEN. LIAB.

I. DESIGNATED MEMBER: Village of Estero

Address: 9401 Corkscrew Palms Circle Suite 101
Estero, FL 33928

II. COVERAGE PERIOD

From October 1, 2023 to October 1, 2024

12:01 A.M. Standard Time at the address of the Designated Member.

III. AGREEMENT NUMBER

Florida Municipal Insurance Trust (FMIT) FMIT #1468

IV. COVERAGES INCLUDED

General Liability
Breach Response & Cyber Liability
Automobile
Property
Workers' Compensation

V. ESTIMATED ANNUAL PREMIUM

Normal Premium	Expense Constant	Incentive Credit	Net Premium
$190,585	$160	$(2,354)	$188,391

Signature of Authorized Representative

October 1, 2023
Date

FLORIDA MUNICIPAL INSURANCE TRUST
GENERAL/PROFESSIONAL LIABILITY COVERAGE AGREEMENT
DECLARATIONS

I. DESIGNATED MEMBER
Village of Estero

Agreement No.: FMIT #1468

II. GOVERNMENT DESCRIPTION
Municipality

III. COVERAGE PERIOD
From October 1, 2023 to October 1, 2024 12:01 A.M. Standard Time at the address of the Designated Member.

	Premium Basis	Deductible/ Type	Limit	Net Premium
IV. General/Professional Liability		$0	$5,000,000	$62,728
Payroll:	1,711,093			
1. General Liability				
a. Broad Form Property Damage		$0	Per Form	Included
b. Extra Contractual Legal Expense		N/A	Per Form	Included
c. Fire Legal Liability		$0	Per Form	Included
d. Medical Attendants'/Medical Directors' Malpractice Liability		$0	$5,000,000	Included
2. Errors and Omissions Liability		$0	$5,000,000	Included
a. Employment Practices Liability		$0	$5,000,000	Included
b. Employee Benefits Program Administration Liability		$0	$5,000,000	Included

V. This agreement includes these endorsements and schedules: See Schedule A

VI. ESTIMATED ANNUAL PREMIUM

Florida Municipal Insurance Trust (FMIT)

Normal Premium
$62,728

Florida League of Cities Sponsored Insurance Programs Since 1977

THIS DECLARATIONS AND THE SUPPLEMENTAL DECLARATIONS, TOGETHER WITH THE COMMON CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS COMPLETE THE ABOVE NUMBERED AGREEMENT.

FMIT GENERAL/PROFESSIONAL LIABILITY COVERAGES
October 1, 2023 - October 1, 2024 Scheduled Coverage Forms List

FMIT #1468

Schedule A

Form #	Description
FMIT COND 1019	Conditions of Coverage
FMIT CA 1023	Coverage Agreement
FMIT BFPD 1022	Broad Form Property Damage Endorsement
FMIT ECLE 1021	Extra Contractual Legal Expense Endorsement
FMIT FLL 1012	Fire Legal Liability Endorsement
FMIT MA 1018	Medical Attendants' / Medical Directors' Malpractice Liability Endorsement
FMIT EO 1022	Errors and Omissions Liability Endorsement
FMIT IC BH A 1021	Inverse Condemnation and Bert J. Harris Jr. Private Property Rights Protection Act
FMIT SE GL 1021	Specific Excess Endorsement - General Liability
FMIT CIE 1011	Crisis Intervention Expense Endorsement
FMIT SBU 1021	Sewerline Backup and Initial Cleanup Expense

FLORIDA LEAGUE OF CITIES
SPONSORED INSURANCE PROGRAMS
DECLARATIONS

Proof

I. DESIGNATED MEMBER: Village of Estero

Address: 9401 Corkscrew Palms Circle Suite 101
Estero, FL 33928

II. COVERAGE PERIOD

From October 1, 2023 to October 1, 2024

12:01 A.M. Standard Time at the address of the Designated Member.

III. AGREEMENT NUMBER

Florida Municipal Insurance Trust (FMIT) FMIT #1468

IV. COVERAGES INCLUDED

General Liability
Breach Response & Cyber Liability
Automobile
Property
Workers' Compensation

V. ESTIMATED ANNUAL PREMIUM

Normal Premium	Expense Constant	Incentive Credit	Net Premium
$190,585	$160	$(2,354)	$188,391

Signature of Authorized Representative

October 1, 2023
Date

FLORIDA MUNICIPAL INSURANCE TRUST
PROPERTY, ALLIED LINES AND CRIME
DECLARATIONS

I. DESIGNATED MEMBER
Village of Estero

Agreement No.: FMIT #1468

II. GOVERNMENT DESCRIPTION
Municipality

III. COVERAGE PERIOD
From October 1, 2023 to October 1, 2024 12:01 A.M. Standard Time at the address of the Designated Member.

	Premium Basis	Deductible/ Type	Limit	Net Premium
IV. Property and Allied Coverages				$109,908
Real Property*		$1,000	$7,842,315	Included
Personal Property		$1,000	$789,510	Included
Named Storm Coverage and Percentage Deductible		Refer to Named Storm Coverage and Percentage Deductible Endorsement		
Coinsurance:	Agreed Amount			
Valuation Basis:	Replacement Cost			
Blanket**:	Yes			
Inflation Guard:	No			
Non-scheduled PITO Sub-Limit*			$100,000	Included
Time Element				
Business Income	Per Extension	$0		Included
Extra Expense	Per Extension	$0		Included
Inland Marine Valuation Basis:	Per Schedule			
Valuable Papers	Per Extension	$0		Included
Accounts Receivable	Per Extension	$0		Included
Crime				
Inside The Premises:				
Theft of Money and Securities		$1,000	$50,000	Included
Robbery or Safe Burglary		$1,000	$50,000	Included
Outside The Premises:		$1,000	$50,000	Included
Forgery or Alteration		$1,000	$500,000	Included
Computer and Funds Transfer Fraud		$1,000	$500,000	Included
Bond				
Faithful Performance Blanket Bond		$1,000	$500,000	Included
Employee Theft - Per Loss Coverage		$1,000	$500,000	Included

V. The FMIT Property Coverage Agreement (hereafter, "Property Coverage Agreement" or "Coverage Agreement") shall include all and only those Forms, Endorsements and Schedules referenced in **Schedule C.**

VI. ESTIMATED ANNUAL PREMIUM

	Normal Premium
Florida Municipal Insurance Trust (FMIT)	$109,908

Florida League of Cities Sponsored Insurance Programs Since 1977

THIS DECLARATIONS AND THE SUPPLEMENTAL DECLARATIONS, TOGETHER WITH THE COMMON CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS COMPLETE THE ABOVE NUMBERED AGREEMENT.

*Real Property limit is inclusive of Non-scheduled PITO Sub-Limit.

**If a blanket limit is selected, the blanket limit applies only to Covered Property at locations contained in the Member's Property Schedule, subject to all coverage exclusions, deductible requirement(s) and other provisions of the Coverage Agreement.

FMIT PROPERTY ALLIED LINES AND CRIME COVERAGES
- FMIT Property Coverage Agreement Scheduled Coverage Forms List -
FMIT #1468

Schedule C

Form #	Description
	Property Common
FMIT COND 1019	Conditions of Coverage
FMIT PROP CA 1023	FMIT Property Coverage Agreement
IL 00 17 1198	Common Policy Conditions
FMIT MPC 1023	Miscellaneous Property Coverages
IL 02 55 0106	Florida Changes - Cancellation and Non-renewal
	Property
FMIT PROP EP 1021	Earned Premium
PR-SCHED	Property Schedule
CP 00 90 0788	Commercial Property Conditions
CP 00 10 0402	Building and Personal Property Coverage Form
CP 01 25 1007	Florida Changes
CP 10 30 0402	Causes of Loss - Special Form
FMIT PROP ACC 1022	Anti-Concurrent Cause of Loss Endorsement
FMIT PROP 12 1021	Ordinance or Law Change
CP 10 35 0695	Watercraft Exclusion
FMIT FLOOD 1023	Flood Coverage Excess of Loss
FMIT PROP NS-C 1023	Named Storm Coverage and Percentage Deductible Endorsement
FMIT PROP TER 1021	Terrorism Physical Loss or Physical Damage
FMIT EBC 1023	Equipment Breakdown Coverage Schedule
FMIT EBC/EBX 1015	Equipment Breakdown Coverage
FMIT FCR 1009	Fungus Remediation
IL 04 01 1007	Florida-Sinkhole Loss Coverage
CP 00 60 0695	Leasehold Interest Coverage Form
FMIT ACTIVE ASSAILANT 1022	Event Response for Covered Events at Covered Property
FMIT RECOVERY 1023	FMIT Property Turnkey Recovery Service
CP 00 50 0402	Extra Expense Coverage Form
CP 00 32 0402	Business Income Coverage
FMIT ASSET SURVEY DA 1023	FMIT Asset Survey Program Disclosure and Acknowledgement
FMIT SPECIFIED VALUE DA 1023	Specified Value Policy Coverage Election Disclosure
	Inland Marine
CM 00 01 0904	Commercial Inland Marine Conditions
CM 00 66 0904	Accounts Receivable Coverage Form
CM 00 67 0904	Valuable Papers and Records Coverage Form
	Crime
CR 00 25 0506	Government Crime Coverage Form
FMIT GC FD 1012	Government Crime Coverage Form Amendment
CR 25 09 1010	Include Volunteer Workers as Employees
CR 25 19 0506	Add Faithful Performance of Duty Coverage

FLORIDA LEAGUE OF CITIES
SPONSORED INSURANCE PROGRAMS
DECLARATIONS

CYBER

I. DESIGNATED MEMBER: Village of Estero

Address: 9401 Corkscrew Palms Circle Suite 101
Estero, FL 33928

II. COVERAGE PERIOD

From October 1, 2023 to October 1, 2024

12:01 A.M. Standard Time at the address of the Designated Member.

III. AGREEMENT NUMBER

Florida Municipal Insurance Trust (FMIT) FMIT #1468

IV. COVERAGES INCLUDED

General Liability
Breach Response & Cyber Liability
Automobile
Property
Workers' Compensation

V. ESTIMATED ANNUAL PREMIUM

Normal Premium	Expense Constant	Incentive Credit	Net Premium
$190,585	$160	$(2,354)	$188,391

Signature of Authorized Representative

October 1, 2023
Date

FLORIDA MUNICIPAL INSURANCE TRUST
BREACH RESPONSE & CYBER LIABILITY COVERAGE AGREEMENT
DECLARATIONS

I. DESIGNATED MEMBER
Village of Estero

Agreement No.: FMIT #1468

II. GOVERNMENT DESCRIPTION
Municipality

III. COVERAGE PERIOD
From October 1, 2023 to October 1, 2024 12:01 A.M. Standard Time at the address of the Designated Member.

IV. Breach Response & Cyber Liability

Coverage Type: Claims-made and reported coverage per FMIT CYBER insuring agreement.

Retroactive Period: Full prior acts coverage, except as noted in FMIT CYBER insuring agreement.

Agreement Aggregate Limit of Liability: $1,000,000

Breach Response Services: $1,000,000 (In addition to the Agreement Aggregate Limit)

	Premium Basis	Deductible/Type	Limit	Net Premium
Breach Response Services		Per-claim retention Equal to General /Professional Liability per-occurrence deductible in FMIT GL DEC IV. or $35,000 per-occurrence, whichever is less	$1,000,000 Per occurrence and aggregate limit, in addition to Cyber Liability Limit	Included

Cyber Liability: Agreement Aggregate Limit of Liability - $1,000,000

	Premium Basis	Deductible/Type	Limit	Net Premium
First Party Loss (Included in Agreement Aggregate Limit): Business Interruption Loss Cyber Extortion Loss Data Recovery Costs		Per-claim retention Equal to General /Professional Liability per-occurrence deductible in FMIT GL DEC IV. or $35,000 per-occurrence, whichever is less	$1,000,000 Per occurrence and aggregate limit	Included

Liability (Included in Agreement Aggregate Limit): Data & Network Liability Regulatory Defense & Penalties Payment Card Liabilities & Cost Media Liability		Per-claim retention Equal to General /Professional Liability per-occurrence deductible in FMIT GL DEC IV. or $35,000 per-occurrence, whichever is less	$1,000,000 Per occurrence and aggregate limit	Included
eCrime (Included in Agreement Aggregate Limit): Fraudulent Instruction Funds Transfer Fraud Telephone Fraud Criminal Reward		Per-claim retention Equal to General /Professional Liability per-occurrence deductible in FMIT GL DEC IV. or $35,000 per-occurrence, whichever is less $0 per-claim	$100,000 Per occurrence $5,000 Per occurrence	Included Included

V. This agreement includes these endorsements and schedules: See Schedule A

VI. ESTIMATED ANNUAL PREMIUM

Florida Municipal Insurance Trust (FMIT)

Normal Premium
$1,490

Florida League of Cities Sponsored Insurance Programs Since 1977

THIS DECLARATION TOGETHER WITH THE COMMON CONDITIONS, COVERAGE FORMS AND ENDORSEMENTS COMPLETE THE ABOVE NUMBERED AGREEMENT.

FMIT BREACH RESPONSE & CYBER LIABILITY COVERAGES
October 1, 2023 - October 1, 2024 Scheduled Coverage Forms List

FMIT #1468

Schedule A

Form #	Description
FMIT COND 1019	Conditions of Coverage
FMIT CYBER 1022	Breach Response & Cyber Liability Endorsement

FLORIDA LEAGUE OF CITIES
SPONSORED INSURANCE PROGRAMS
DECLARATIONS

AUTO

I. DESIGNATED MEMBER: Village of Estero

Address: 9401 Corkscrew Palms Circle Suite 101
Estero, FL 33928

II. COVERAGE PERIOD

From October 1, 2023 to October 1, 2024

12:01 A.M. Standard Time at the address of the Designated Member.

III. AGREEMENT NUMBER

Florida Municipal Insurance Trust (FMIT) FMIT #1468

IV. COVERAGES INCLUDED

General Liability
Breach Response & Cyber Liability
Automobile
Property
Workers' Compensation

V. ESTIMATED ANNUAL PREMIUM

Normal Premium	Expense Constant	Incentive Credit	Net Premium
$190,585	$160	$(2,354)	$188,391

Signature of Authorized Representative

October 1, 2023
Date

FLORIDA MUNICIPAL INSURANCE TRUST
AUTOMOBILE LIABILITY AND PHYSICAL DAMAGE
DECLARATIONS

I. DESIGNATED MEMBER:
Village of Estero

Agreement No.: FMIT #1468

II. GOVERNMENT DESCRIPTION

Other

III. COVERAGE PERIOD

From 10/01/2023 to 10/01/2024 12:01 A.M. Standard Time at the address of the Designated Member

IV. AUTOMOBILE	Premium Basis	Deductible/ Type	Limit	Net Premium
1. Automobile Liability	Per Schedule	$0	$1,000,000	$352
Number of Vehicles:				
2. Uninsured Motorists Protection			N/A	N/A
3. Personal Injury Protection			N/A	N/A
4. Automobile Medical Payments			N/A	N/A
5. Automobile Physical Damage			N/A	N/A

V. This Agreement includes these endorsements and schedules: See Schedule B

VI. ESTIMATED ANNUAL PREMIUM

Florida Municipal Insurance Trust (FMIT)

Normal Premium
$352

Florida League of Cities Sponsored Insurance Programs Since 1977

THIS DECLARATIONS AND THE SUPPLEMENTAL DECLARATIONS, TOGETHER WITH THE COMMON CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS COMPLETE THE ABOVE NUMBERED AGREEMENT.

EXHIBIT H (SIGNATURE REQUIRED)

CERTIFICATIONS
CDBG-DR COMPLIANCE PROVISIONS
Planning and Public Services

This Exhibit to the Community Development Block Grant Disaster Recovery ("CDBG-DR") Program Subrecipient Agreement contains supplementary compliance conditions for use with procured contracts and subrecipient agreements that are funded in whole or in part by the U.S. Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974 (Pub. L. 93-383) as amended.

This Exhibit shall be included as part of the terms of the agreement for all procured contracts and subrecipient agreements funded fully or in part by the CDBG-DR Program by Lee County and the selected contractor or subrecipient.

By signing this Exhibit, the applicant certifies they understand that all the below compliance provisions will apply to all projects that are awarded CDBG-DR funds.

1. NATIONAL OBJECTIVES

In accordance with 24 CFR 570.208, Section 104(b)(3) of the Housing and Community Development Act of 1974, all CDBG-DR funded activities must meet a National Objective. Under Section 101(c) of the authorizing Act (42 U.S.C. 5301), all CDBG-DR Activities must satisfy one of the named National Objectives.

1. Benefit to Low-to-Moderate Income Persons (LMI)
2. Urgent Need (UN)
3. Elimination of Slum and Blight (SB)

Planning Exemption
Planning activities are presumed to meet a National Objective. HUD's Federal Register Notice (88 FR 32046) governing the CDBG-DR funds describes planning efforts as addressing the National Objectives without the limitation of any circumstances. In the CDBG Entitlement Program, these more general planning activities are presumed to meet a national objective under the requirements at 24 CFR 570.208(d)(4). HUD notes that almost all effective recoveries in the past have relied on some form of area-wide or comprehensive planning activity to guide overall redevelopment, independent of the ultimate source of implementation funds.

Upon completion of approved activity(ies) funded under this Agreement and prior to the funding expiration date of this Agreement, whichever comes first, the Subrecipient

must document that the approved activity(ies) met the approved National Objective, as necessary.

For Subrecipients with a National Objective requirement, the County shall review the actual National Objective achievements of the activity. If the Subrecipient does not or cannot satisfactorily document the National Objective achievement of an approved activity(ies), the activity(ies) may be deemed ineligible, and repayment of funds may be required of the Subrecipient.

2. DUPLICATION OF BENEFITS

A Duplication of Benefits (DOB) occurs when a person, household, business, or other entity receives disaster assistance from multiple sources for a cumulative amount that exceeds the total need for a particular recovery purpose. The amount of the duplication is the amount of assistance provided in excess of the total need for the same purpose. It is the County's responsibility to ensure that CDBG-DR programs provide assistance only to the extent that the disaster recovery need has not been fully met by funds that have already been paid, or will be paid, from another source.

The Subrecipient or Contractor must report all funds obtained for the same activity from any source from the date of the disaster until the activity is completed.

The Subrecipient or Contractor agrees to repay to the County, immediately upon demand, any assistance later received for the same purpose as the CDBG-DR funds and that exceeds the total need for the particular recovery purpose.

3. EQUAL EMPLOYMENT OPPORTUNITY

The obligations undertaken by the Subrecipient or Contractor include, but are not limited to, the obligation to comply with all Federal laws and regulations described in Subpart K of 24 CFR Part 570 and specifically with each of the following, among other things, as the same may be amended from time to time:

a. Title VI of the Civil Rights Act of 1964: This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination based on race, color, and/or national origin under any program or activity receiving Federal financial assistance.

b. Title VII of the Civil Rights Act of 1968 (The Fair Housing Act): This act prohibits discrimination in housing on the basis of race, color, religion, sex and/or national origin. This law also requires actions which affirmatively promote fair housing.

c. Restoration Act of 1987: This act restores the broad scope of coverage and clarifies the application of the Civil Rights Act of 1964. It also specifies that an institution which receives Federal financial assistance is prohibited from discriminating on the basis of race, color, national origin, religion, sex, disability

or age in a program or activity which does not directly benefit from such assistance.

d. Section 109 of Title 1 of the Housing and Community Development Act of 1974 [42 U.S.C. 5309]: This Section of Title 1 provides that no person shall be excluded from participation (including employment), denied program benefits, or subject to discrimination on the basis of race, color, national origin, or sex under any program or activity funded in whole or in part under Title 1 of the Act.

e. The Fair Housing Amendment Act of 1988: This act amended the original Fair Housing Act to provide for the protection of families with children and people with disabilities, strengthen punishment for acts of housing discrimination, expand the Justice Department jurisdiction to bring suit on behalf of victims in federal district courts, and create an exemption to the provisions barring discrimination on the basis of familial status for those housing developments that qualify as housing for persons age 55 or older.

f. The Age Discrimination Act of 1975: This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination on the basis of age under any program or activity receiving federal funding assistance. Effective January 1987, the age cap of 70 was deleted from the laws. Federal law preempts any State law currently in effect on the same topic.

g. Section 504 of the Rehabilitation Act of 1973: It is unlawful to discriminate based on disability in Federally assisted programs. This Section provides that no otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funding assistance.

h. The Americans with Disabilities Act of 1990 (ADA): This act modifies and expands the Rehabilitation Act of 1973 to prohibit discrimination against "a qualified individual with a disability" in employment and public accommodations. The ADA requires that an individual with a physical or mental impairment who is otherwise qualified to perform the essential functions of a job, with or without reasonable accommodation, be afforded equal employment opportunity in all phases of employment.

i. Executive Order 11063: This executive order provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in housing and related facilities provided with Federal assistance and lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the Federal government.

j. Executive Order 12259: This executive order provides that the administration of all Federal programs and activities relating to housing and urban development be carried out in a manner to further housing opportunities

throughout the United States.

k. **The Equal Employment Opportunity Act:** This act empowers the Equal Employment Opportunity Commission (EEOC) to bring civil action in Federal court against private sector employers after the EEOC has investigated the charge, found "probable cause" of discrimination, and failed to obtain a conciliation agreement acceptable to the EEOC. It also brings Federal, state, and local governments under the Civil Rights Act of 1964.

l. **The Uniform Guidelines on Employee Selection Procedures adopted by the Equal Employment Opportunity Commission in 1978:** This manual applies to employee selection procedures in the areas of hiring, retention, promotion, transfer, demotion, dismissal, and referral. It is designed to assist employers, labor organizations, employment agencies, licensing, and certification boards in complying with the requirements of Federal laws prohibiting discriminatory employment.

m. **The Vietnam Era Veterans' Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002):** This act was passed to ensure equal employment opportunity for qualified disabled veterans and veterans of the Vietnam War. Affirmative action is required in the hiring and promotion of veterans.

n. **Executive Order 11246:** This executive order applies to all Federally-assisted construction contracts and subcontracts. It provides that no person shall be discriminated against on the basis of race

4. CERTIFICATION OF NONSEGREGATED FACILITIES
(applicable to contracts and subcontracts over $10,000)

The Subrecipient or Contractor and its subcontractor(s) certifies that the entity does not maintain or permit employees to perform their services at any location where segregated facilities are maintained. The Subrecipient or Contractor certifies further that it shall not maintain or provide for employees any segregated facilities at any of its establishments and will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The Subrecipient or Contractor and its subcontractor(s) agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

The Subrecipient or Contractor further agrees that (except where it has obtained for

specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the equal opportunity clause; that it will retain such certifications in project files; and will provide notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

5. ENVIRONMENTAL PROTECTION AND ACTS

a. National Environmental Protection Act (NEPA): All Federally funded activities are subject to the National Environmental Policy Act of 1969 (NEPA) and its regulations under 40 CFR 1500 – 1508. Additionally, 24 CFR 58.22 prohibits committing or spending HUD or non-HUD funds on any activity that could have an adverse environmental impact or limit the choice of reasonable alternatives prior to completion of an environment review once a project has Federal funding, in full or in part. This prohibition on "choice-limiting actions" prohibits physical activity, including acquisition, rehabilitation, and construction, as well as contracting for or committing to any of these actions, prior to completion of the environmental review. Awarded activities must have completed an environmental review to demonstrate compliance with NEPA, as well as 24 CFR 58.

b. Clean Air and Water Acts: *(applicable to contracts and subcontracts exceeding $100,000)* The Subrecipient or Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

c. Flood Disaster Protection: The Subrecipient or Contractor shall comply with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001). The Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, that flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

d. Energy Efficiency: The Subrecipient or Contractor shall comply with mandatory standards and policies relating to energy efficiency under the Energy Policy and Conservation Act (Public Law 94-163).

e. Procurement of Recovered Materials: Per 2 CFR 200.323, a non-Federal entity that is a state agency or an agency of a political subdivision of a state, and its contractors, must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in

guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

6. CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

The Subrecipient or Contractor will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include:

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists:

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources:

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and

e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

7. POLITICAL ACTIVITY

The Subrecipient or Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

8. LOBBYING PROHIBITION AND BYRD ANTI-LOBBYING AMENDMENT

The Subrecipient is prohibited from using contracted funds for the following purposes: (1) political activities; (2) lobbying; (3) political patronage; (4) nepotism activities; and (5) inherently religious activities such as worship, religious instruction, or proselytization. The Subrecipient will also comply with Chapter 216.347, Florida Statutes, which prohibits the expenditure of Agreement funds for the purpose of lobbying the legislature, state or county agencies.

Additionally and in accordance with 24 CFR 87, the Subrecipient certifies that it will not use CDBG-DR funds received from the County to directly or indirectly influence legislation or any other official action by the Florida legislature, any state agency, or other local government and county (BOCC) business, including through the use of Federal appropriated funds being paid to any person for influencing or attempting to influence an office or employee of any agency, a member of Congress, an office or employee of Congress or an employee of a member of Congress in connection with this Federal contract, grant, loan or cooperative agreement. If the County and/or the Subrecipient suspects such action of occurring, the County reserves the right to request that the Subrecipient disclose and certify such activities in accordance with reporting requirements noted within the Agreement.

The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) requires that Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award.

The Contractor certifies, to the best of his or her knowledge and belief that:

1) No Federally appropriated funds have been paid or will be paid by, or on behalf of, the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

9. CONFLICT OF INTEREST

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality during his/her tenure

or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Subrecipient or Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

No member of, or delegate to, Congress, or any Resident Commissioner, shall be admitted to any share or part of any contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to any contract if made with a corporation for its general benefit.

10. DOMESTIC PREFERENCES FOR PROCUREMENTS.

Per 2 CFR 200.322, as appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section: (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) “Manufactured products” means items and construction materials composed in whole, or in part, of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; or aggregates such as concrete; glass, including optical fiber; and lumber.

11. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

Per 2 CFR 200.216, Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

As described in Public Law 117–328, section 208, subsection (a), covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country, is prohibited.

12. AGREEMENTS BETWEEN SUBRECIPIENTS AND CONTRACTORS

a. The Subrecipient shall not enter into any agreement, written or oral, with any contractor or other party without the prior determination that the contractor or other party is eligible to receive federal funds and is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible contractors.

The terms "other party" is defined as public or private nonprofit agencies or organizations and certain (limited) private for-profit entities who receive grant funds from a Subrecipient to undertake Approved Activities.

b. An agreement between the Subrecipient and any contractor or other party shall require:

1) Compliance with all State and Federal requirements described in this Agreement including, without limitation, those that pertain to labor standards, nondiscrimination, Americans with Disabilities Act, Equal Employment Opportunity and Drug Free Workplace, and prevailing wages.

2) Maintenance of at least the minimum State required Workers' Compensation Insurance for those employees who will perform the Approved Activities.

3) Maintenance, as required by law, of unemployment insurance, disability insurance and liability insurance, which is reasonable to compensate any person, firm, or corporation, who may be injured or damaged by the contractor, or any subcontractor, in performing the Approved Activities.

4) Compliance with the applicable Equal Opportunity Requirements described in Section 3 of this Exhibit.

c. Contractors shall:

1) Perform Activities in accordance with Federal, state, and local regulations, as applicable.

13. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If a Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the Subrecipient or Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment, or performance, the Subrecipient or Contractor must comply with requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulation issued by the awarding agency.

14. PATENTS

a. The Subrecipient or Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.

b. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Subrecipient or Contractor.

c. If the Subrecipient or Contractor uses any design device or materials covered by letters, patents or copyrights, he shall provide for such use by suitable agreement with the owner of such patented or copy-righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device, or materials, in any way involved in the work. The Subrecipient or Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device, materials, or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

15. COPYRIGHT

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Subrecipient or Contractor for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

16. DRUG-FREE WORKPLACE ACT OF 1988

a. Publish and give a policy statement to all covered employees informing them that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the covered workplace and specifying the actions that will be taken against employees who violate the policy.

b. Establish a drug-free awareness program to make employees aware of a) the dangers of drug abuse in the workplace; b) the policy of maintaining a drug-free workplace; c) any available drug counseling, rehabilitation, and employee assistance programs; and d) the penalties that may be imposed upon

employees for drug abuse violations.

c. Notify employees that as a condition of employment on a Federal contract or grant, the employee must a) abide by the terms of the policy statement; and b) notify the employer, within 5 calendar days, if he or she is convicted of a criminal drug violation in the workplace.

d. Notify the contracting or granting agency within 10 days after receiving notice that a covered employee has been convicted of a criminal drug violation in the workplace.

e. Impose a penalty on or require satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is convicted of a reportable workplace drug conviction.

f. Make an ongoing, good faith effort to maintain a drugfree workplace by meeting the requirements of the act.

17. SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS, AND ACCIDENT PREVENTION

a. Use of Explosives: When the use of explosives is necessary for the prosecution of the work, the contractor shall observe all local, state, and Federal laws in purchasing and handling explosives. The contractor shall take all necessary precautions to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced, and the material shall be covered with suitable timber, steel, or rope mats.

b. The contractor shall notify all owners of public utility property of intention to use explosives at least 8 hours before blasting is done close to such property. Any supervision or direction of use of explosives by the engineer does not in any way reduce the responsibility of the contractor or his Surety for damages that may be caused by such use.

c. Danger Signals and Safety Devices: The contractor shall make all necessary precautions to guard against damages to property and injury to persons. The contractor shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades, and other devices necessary to protect the public.

d. Protection of Lives and Health: The contractor shall exercise proper precautions at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the worksite, which occur as a result of prosecution of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific

safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor, Part 1518, Safety and Health Regulations for Construction, as outlined in the Federal Register, Volume 36, No. 75, Saturday, April 17, 1971, Title 29 - LABOR, shall be observed and the contractor shall take, or cause to be taken,, such additional safety and health measures as the Developer may determine to be reasonably necessary.

18. PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of:

a. Obtaining the County's approval of the Application for such assistance; or,

b. Any other approval or concurrence of the County required under this Agreement, Title I of the Housing and Community Development Act of 1974, or State regulations with respect thereto; provided, however, that reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

19. CONFIDENTIAL FINDINGS

All of the reports, information, data, etc., prepared or assembled by the Subrecipient or Contractor under any Agreement are confidential, and the Subrecipient or Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

20. ACCESS TO RECORDS - MAINTENANCE OF RECORDS

Lee County, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Subrecipient or Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with any contract will be maintained in a central location by the unit of local government and will be maintained for a period of five (5) years from the official date of the County’s final closeout of the grant.

21. INSPECTION

The authorized representative and agents of Lee County and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

22. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in any contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

BY: DocuSigned by: Steven Sarkozy 008660BA9E214F0... 7/16/2024 | 4:14 PM EDT

Signature Date

Steven Sarkozy

Steven Sarkozy, Village Manager

EXHIBIT I

CDBG-DR SPECIAL TERMS AND CONDITIONS

This Exhibit to the Community Development Block Grant Disaster Recovery ("CDBG-DR") Program Subrecipient Agreement contains special conditions for use with procured contracts and subrecipient agreements that are funded in whole or in part by the U.S. Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974 (Pub. L. 93-383) as amended.

This Exhibit shall be included as part of the terms of the agreement for all procured contracts and subrecipient agreements funded fully or in part by the CDBG-DR Program by Lee County and the selected contractor or subrecipient.

1. INITIAL RISK ASSESSMENT

The Subrecipient has provided, or will provide, the County with information about the Subrecipient's experience, processes, policies, and procedures related to the management of Federal funding by the Subrecipient. These submissions, in addition to discussions with the Subrecipient, have been used by the county to assess the risk of noncompliance and capacity to compliantly execute the required activities for which the Agreement is made.

Should there be substantive changes to the organization, key personnel, methods, capacity, policies, or processes of the Subrecipient that impact the implementation of this Agreement, the Subrecipient shall notify the County of said changes within 30 days of those changes.

The Subrecipient agrees to provide documents and information to the County, within 30 days of such a request made by the County, to facilitate its due diligence review as required by Federal Register Notice 88 FR 32046. Subrecipient further agrees to comply with the requirements, requests, and results of the County's due diligence and maintain the capacity to carry out disaster recovery activities in a timely and compliant manner at all times during the term hereof.

2. RISK ASSESSMENT

During the term of this Agreement, the Subrecipient agrees to provide documents and information, within 30 days of such a request made by the County, to facilitate the County's Subrecipient risk assessment process. The Subrecipient further agrees to comply with the requirements, requests, and results of the County's risk assessment, including participation in Subrecipient monitoring events.

3. SPECIAL CONDITIONS

Pursuant to *Exhibit A*, Scope of Work, and the Risk Assessment Sections, as referenced above, Subrecipient agrees to adhere to the following Special Conditions:

a. None

EXHIBIT J
SUBRECIPIENT STAFF ORGANIZATION
Estero Eco-Historic Planning Study

The Subrecipient must complete the following information, as applicable, as an extension of the requirements outlined within SECTION XVIII. NOTICES of the Agreement. The Subrecipient is not required to hire or create the following positions or titles but should assign the following roles to staff members who will serve as a primary point of contact for relevant responsibilities associated with that role.

Some projects or activities will not require a contact for all roles identified below. In addition, individual staff members may perform multiple roles. The Subrecipient will complete the contact information for those roles which are applicable for successful completion of this project/activity and denote where a specific member is performing multiple roles. If certain roles are not applicable for implementation of this project/activity, please denote “Not Applicable” under the Contact Information for each role.

The Subrecipient is responsible for providing an updated version of this Exhibit as contact information changes or updates are made to personnel which impact the roles and responsibilities. Descriptions of each role are outlined below.

Section 1: Subrecipient Contract Administrator

1. Description

The Subrecipient Contract Administrator (must be a Subrecipient employee) is identified in SECTION XVIII. NOTICES of the Agreement. Unless otherwise directed by the County, any notice, report, or other communication required by the Agreement shall be directed via the County’s approved system or written to the Subrecipient’s Contract Administrator at the contact information identified in SECTION XVIII. NOTICES of the Agreement.

2. Contact Information

Name: Steve Gillette
Title: Procurement Manager
Agency: Village of Estero
Address: 9401 Corkscrew Palms Circle
Telephone: gillette@estero-fl.gov
Email: 239-221-5035

Section 2: Project Manager

1. Description

The Subrecipient staff member who will serve as the primary contact and decision-maker for the project's implementation. This staff member is responsible for ensuring the project reaches established milestones and deadlines for completion, oversees all elements of project completion (e.g., procurement actions, reconciliations, contract management, administration), and is considered the administrator to ensure general and overall compliance of the project/activity with the CDBG-DR grant.

2. Contact Information

Name: Mary Bibbs, FAICP
Title: Community Development Director
Agency: Village of Estero
Address: 9401 Corkscrew Palms Circle
Telephone: gibbs@estero-fl.gov
Email: 239-221-5036

Section 3: Davis Bacon and Labor Standards Coordinator

1. Description

The Subrecipient staff member who will serve as the contact and subject matter expert for ensuring the project's compliance with Section 3 and Davis-Bacon and Related Acts (DBRA) labor standards. This staff member is responsible for actions such as providing guidance to (including conducting monitoring and oversight of) contractors and vendors on Section 3 and labor compliance requirements. This includes, but is not limited to, overseeing Section 3 goals reporting by contractors and vendors, conducting employee interviews, reviewing certified labor payrolls, and completing Section 3 and labor compliance reports for submission of performance data to the County. The Coordinator would likely be responsible for ensuring proper recordkeeping of such files to provide access to records by the County or other parties, as described in the Agreement, in support of monitoring, audits, and inspections. If this role is handled by a consultant or other personnel who is not a part of the Subrecipient's staff, please also note a Subrecipient staff member who is responsible for overseeing the acceptable completion of duties by personnel for this role.

2. Contact Information

Name: Kevin Greenville
Title: Finance Director
Agency: Village of Estero
Address: 9401 Corkscrew Palms Circle
Telephone: greenville@estero-fl.gov
Email: 239-221-5035

Section 4: Section 504 Coordinator

1. Description

The Subrecipient staff member who will serve as the contact and subject matter expert for ensuring the project's compliance with Section 504, the Americans with Disabilities Act of 1990 ("ADA") and ensuring meaningful access to persons who are Limited English Proficiency (LEP). This staff member is responsible for actions which include, but are not limited to, conducting a Section 504 evaluation or self-assessment of Subrecipient facilities, detailing and tracking complaints or grievances on potential Section 504 or Civil Rights violations, and developing and maintaining Language Access Plans (LAPs) for LEP individuals, as applicable. The Coordinator would likely be responsible for ensuring proper recordkeeping of files to provide access to records by the County or other parties, as described in the Agreement, in support of monitoring, audits, and inspections. If this role is handled by a consultant or other personnel who is not a part of the Subrecipient's staff, please also note a Subrecipient staff member who is responsible for overseeing the acceptable completion of duties by personnel for this role.

2. Contact Information

Name: Kevin Greenville
Title: Finance Director
Agency: Village of Estero
Address: 9401 Corkscrew Palms Circle
Telephone: greenville@estero-fl.gov
Email: 239-221-5035

Section 5: Fair Housing Coordinator

1. Description

The Subrecipient staff member who will serve as the contact and subject matter expert for ensuring the project's compliance with Fair Housing requirements as outlined within the Agreement and Exhibits. This staff member is responsible for actions which affirmatively promote fair housing, which may include, but are not limited to, conducting, overseeing, and documenting fair housing activities, conducting affordable housing reports, and detailing and tracking complaints or grievances on potential Fair Housing violations, as applicable. The Coordinator would likely be responsible for ensuring proper recordkeeping of such files to provide access to records by the County or other parties, as described in the Agreement, in support of monitoring, audits, and inspections. If this role is handled by a consultant or other personnel who is not a part of the Subrecipient's staff, please also note a Subrecipient staff member who is responsible for overseeing the acceptable completion of duties by personnel for this role.

2. Contact Information

Name: Kevin Greenville
Title: Finance Director
Agency: Village of Estero
Address: 9401 Corkscrew Palms Circle
Telephone:
Email: 239-221-5035

Section 6: Financial Manager

1. Description

The Subrecipient staff member who will serve as the primary contact and subject matter expert for all financial management duties associated with the project. This staff member is most likely responsible for overseeing accounting actions such as accounts receivable, accounts payable, project budget setup, or encumbering the CDBG-DR dollars within the Subrecipient's financial management system and/or fiscal year (FY) obligations of CDBG-DR dollars to the project/activity governed by this Agreement. Tasks of the Financial Manager may include, but are not limited to, approving project invoices, overseeing monthly account reconciliations, creating or approving annual budgets for expending CDBG-DR dollars under this project/activity, and being responsible for walking through accounting procedures for County staff. The Financial Manager would likely be responsible for ensuring proper recordkeeping of such financial and accounting records for access by the County or other parties, as described in the Agreement, in support of monitoring, audits, and inspections. Given the segregation of duties for financial and accounting staff, the Financial Manager may also supervise or oversee multiple accounting clerks, financial analysts, or other financial staff who perform duties described above.

2. Contact Information

Name: Kevin Greenville
Title: Finance Director
Agency: Village of Estero
Address: 9401 Corkscrew Palms Circle
Telephone: greenville@estero-fl.gov
Email: 239-221-5035

Section 7: Certification of Time Allocation

Are there any staff who are working on both CDBG-DR and non CDBG-DR programs? Yes

If so how many, and list names:

NA

EXHIBIT K

CDBG-DR PROGRAM SUBROGATION AGREEMENT

This Subrogation and Assignment Agreement ("Agreement") is made and entered into by and between Village of Estero hereinafter referred to as "Subrecipient") and Lee County (hereinafter referred to as “County”).

In consideration of the Subrecipient's receipt of funds or the commitment by the County to evaluate the Subrecipient's Estero Eco-Historical Planning Study for the receipt of funds (collectively, the "Subrecipient Award") under the Community Development Block Grant – Disaster Recovery Program (the "CDBG-DR Program") administered by the County, the Subrecipient hereby assigns to the County all of the Subrecipient's future rights to reimbursement and all payments received from any grant, subsidized loan, lawsuit, or insurance policies of any type or coverage, or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency ("FEMA”) or the Small Business Administration ("SBA") (singularly, a "Disaster Program" and collectively, the "Disaster Programs"), that was the basis of the calculation of the Subrecipient Award paid or to be paid to the Subrecipient under the CDBG-DR Program and that are determined at the sole discretion of the County to be a duplication of benefit ("DOB”), as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from insurance, FEMA, or the SBA, or any other source, and whether or not such amounts are a DOB, shall be referred to herein as "Proceeds," and any Proceeds that are a DOB shall be referred to herein as "DOB Proceeds."

The Subrecipient agrees to notify the County within five (5) business days of any additional or new payments, loans, grants, or awards by HUD, FEMA, SBA, the State of Florida, or any other entity not specifically disclosed in this Agreement. Further, the Subrecipient understands and acknowledges the County’s right and responsibility to enforce this requirement by recapturing all or a portion of the CDBG-DR Subrecipient Award if the Proceeds received are determined to be DOB Proceeds within this CDBG-DR Program activity. The Subrecipient will be required to pay back the received CDBG-DR Subrecipient Award, which was found to be DOB Proceeds, within 30 days of receipt of the identified duplicative payment. The amount of DOB determined to be paid to the County shall not exceed the Subrecipient Award amount received by the Subrecipient from the CDBG-DR Program.

The Subrecipient agrees to assist and cooperate with the County to pursue any of the claims the Subrecipient has against insurers for reimbursement of DOB Proceeds under any such policies. The Subrecipient's assistance and cooperation shall include, but not be limited to, allowing suit to be brought under the Subrecipient's name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing records and other evidence, testifying at trial, and any other form of assistance and cooperation reasonably requested by the County. The Subrecipient further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that the Subrecipient would be entitled to under any applicable Disaster Program.
If requested by the County, the Subrecipient agrees to execute such further and additional documents and instruments as may be requested to further and better assign to the County, to

the extent of the Subrecipient Award paid to the Subrecipient under the CDBG-DR Program, the policies, any amounts received under the CDBG-DR Program that are DOB Proceeds, and/or any right thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by the County to consummate and make effective for the purposes of this Agreement.

The Subrecipient explicitly allows the County to request of any company with which the Subrecipient held insurance policies, FEMA, SBA, or any other entity from which the Subrecipient has applied for or is receiving Proceeds, any non-public or confidential information determined to be reasonably necessary by the County to monitor and enforce its interest in the rights assigned to it under this Agreement and give the Subrecipient's consent to such company(ies) to release all information to the County.

If the Subrecipient (or any lender to which DOB Proceeds are payable to such lender, to the extent permitted by superior loan documents) hereafter receives any DOB Proceeds, the Subrecipient agrees to promptly pay such amounts to the County, if Subrecipient received a Subrecipient Award under the CDBG-DR Program in an amount greater than the amount the Subrecipient would have received if such DOB Proceeds had been considered in the calculation of the Subrecipient's award.

In the event that the Subrecipient receives or is scheduled to receive any subsequent Proceeds, the Subrecipient shall notify the County in the manner above of such subsequent Proceeds. The County will determine the amount, if any, of the subsequent Proceeds that are DOB Proceeds ("Subsequent DOB Proceeds"). Subsequent Proceeds in excess of the determined Subsequent DOB Proceeds shall not be requested from the Subrecipient to provide to the County. Subsequent DOB Proceeds shall be remitted to the County as follows:

1. If the Subrecipient has received full payment of the Subrecipient Award, any Subsequent DOB Proceeds shall be remitted to the County.
2. If the Subrecipient has received no payment of the Subrecipient Award, any determined Subsequent DOB Proceeds shall be used by the County to reduce payments and the agreed-upon amount of the Subrecipient Award to the Subrecipient, and all Subsequent DOB Proceeds shall be retained by the Subrecipient for use on the CDBG-DR Program activity.
3. If the Subrecipient has received a portion of the Subrecipient Award, any Subsequent DOB Proceeds shall be used, retained, and/or disbursed in the following order: **(A)** Subsequent DOB Proceeds shall first be used to reduce the remaining payments or agreed-upon amount of the Subrecipient Award, and Subsequent DOB Proceeds in such amount shall be retained by the Subrecipient for use on the CDBG-DR Program activity; and **(B)** any remaining Subsequent DOB Proceeds shall be remitted to the County.
4. If the County makes the determination that the Subrecipient does not qualify to participate in the CDBG-DR Program or the Subrecipient determines not to participate in the CDBG-DR Program, the Subsequent DOB Proceeds shall be returned to the Subrecipient, less any portion of the Subrecipient Award amount paid to the Subrecipient and which needs to be remitted to the County, and this Agreement shall terminate.

Once the County has recovered an amount equal to the Subrecipient Award paid to the Subrecipient, the County will reassign to the Subrecipient any right assigned to the County pursuant to this Agreement.

The Subrecipient represents that all statements and representations made by the Subrecipient regarding Proceeds received by the Subrecipient shall be true and correct as of the date of the signing of this Agreement.

Warning: *Any person who intentionally or knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 C.S.C. 3729.*

The person executing this Agreement on behalf of the Subrecipient hereby represents that he/she has received, read, and understands this notice of penalties for making a false claim or statement regarding Proceeds received by the Subrecipient.

In any proceeding to enforce this Agreement, the County shall be entitled to recover all costs of enforcement, including actual attorney's fees.

VILLAGE OF ESTERO

By: Steven Sarkozy

Signature: DocuSigned by: Steven Sarkozy 008660BA9E214F0...

Title: Village Manager

Date: 7/16/2024 | 4:14 PM EDT

LEE COUNTY

By: Mike Greenwell

Signature: DocuSigned by: Mike Greenwell 55F586F7224445A...

Title: Chair

Date: 8/12/2024 | 9:03 AM EDT