

CDBG-DR INTERGOVERNMENTAL MEMORANDUM OF AGREEMENT*The following information is provided pursuant to 2 CFR 200.332(b)(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.:	DRMOA108
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
Lee County's Department Name:	Fleet Management
Lee County's ID (Unique Entity Identifier via SAM.gov):	SS8JCN35XH77 (TIN 59-6000702)
Period of Performance (Start Date):	3/1/2025
Period of Performance (End Date):	12/30/2028
Total Amount Obligated via Agreement:	\$6,000,000.00
Project/Activity ID(s):	Critical Infrastructure/DRMOA108
Federal Award Program/Project/Activity Description:	CDBG-DR Critical Infrastructure/Satellite Shop replacement and underground fuel tank replacement
Does the Federal award include an Indirect Cost Rate?	No <input checked="" type="checkbox"/>

Official County Contact for Award: Jeannie Sutton, Director, Strategic Resources and Government Affairs;
2115 Second St., Fort Myers, FL 33901; Phone: (239) 822-8438; Email: JSutton@leegov.com

INTERGOVERNMENTAL MEMORANDUM OF AGREEMENT
between
LEE COUNTY STRATEGIC RESOURCES AND GOVERNMENT AFFAIRS
and
LEE COUNTY DEPARTMENT OF FLEET MANAGEMENT for the administration of
SATELLITE SHOP REPLACEMENT AND UNDERGROUND FUEL TANK REPLACEMENT

THIS MEMORANDUM OF AGREEMENT (MOA) entered into this 1st day of March 2025, between the DEPARTMENT OF FLEET MANAGEMENT hereafter referred to as **DEPARTMENT** and **LEE COUNTY**. The Office of Strategic Resources and Government Affairs (SRGA), hereafter to be known as the **LEAD AGENCY** will be administering the grant funds and will outline the parties' terms of implementation, responsibilities and requirements for the Satellite Shop Replacement and Underground Fuel Tank Replacement.

FUNDING OVERVIEW

The U.S. Department of Housing and Urban Development (HUD) awarded **LEAD AGENCY** \$1,107,881,000 in funding to support long-term recovery efforts following Hurricane Ian (FEMA – 4673 – DR) through the Office of Disaster Recovery (ODR) within the Office of Community Planning and Development. Community Development Block Grant-Disaster Recovery (CDBG-DR) funding is designed to address needs that remain after all other assistance has been exhausted. Lee County Office of Strategic Resources and Government Affairs administers Lee County's CDBG-DR award.

RECITAL

WHEREAS, the **DEPARTMENT** desires to administer the Satellite Shop Replacement and Underground Fuel Tank Replacement through the delivery of the design and construction for the Satellite Shop Replacement and Underground Fuel Tank Replacement in Lee County, Florida and has therefore applied for CDBG-DR funds through the **LEAD AGENCY** to support such activity(ies); and

WHEREAS, upon review of **DEPARTMENT'S** application or through direct award, the **LEAD AGENCY** determined that the proposed activities align with the purpose of CDBG-DR funding and the **LEAD AGENCY'S** Action Plan for use of the funds; and

WHEREAS, **DEPARTMENT** is willing and able to provide the administration, management, and oversight of the design and construction process for the Satellite Shop Replacement and Underground Fuel Tank Replacement Project including 1. Procurement of a design firm, 2. Oversight of design services, 3. Procurement of a construction contractor, 4. Oversight of construction activities, and 5. Project Closeout in Lee County, Florida for the purpose of CDBG-DR Critical Infrastructure Program; and

WHEREAS, the **LEAD AGENCY** agrees to allocate CDBG-DR funds to reimburse the **DEPARTMENT** for designated expenses specified in the projects budget; and

WHEREAS, the **LEAD AGENCY** and the **DEPARTMENT** are required to enter into a written agreement specifying the terms and conditions of the relationship of the **LEAD AGENCY** and **DEPARTMENT**.

NOW, THEREFORE, the **LEAD AGENCY** and **DEPARTMENT** in consideration of the mutual covenants contained herein, do agree to the responsibilities, terms and conditions below.

1. LEAD AGENCY'S Responsibilities

- a. Abide by all State and Federal guidelines, specifically those statutes governing execution of the program/project and the use of CDBG-DR funds.
- b. Conduct all environmental studies in accordance with all applicable rules and regulations of SRGA and HUD.
- c. Ensure compliance with all applicable rules and regulations of HUD, including those specifically found at 2 CFR Part 200, 24 CFR 570, and Federal Register 88 FR 32046.
- d. Provide technical assistance to the **DEPARTMENT** as needed.
- e. Provide operational and financial oversight including receiving regular reports from the **DEPARTMENT** for required HUD reporting and payment processing.
- f. Conduct risk-based monitoring (in person or by desk audit) of programmatic and financial operations and information for compliance as it pertains to the **DEPARTMENT'S** project/program.
- g. Provide the required infrastructure and access for project documentation and record management.
- h. Provide the **DEPARTMENT** detail reporting requirements including method and frequency. The **DEPARTMENT** will be responsible for project related reporting to the **LEAD AGENCY**.

2. **DEPARTMENT'S Responsibilities**

- a. Provide project management oversight for the activity including project planning, financial management, alignment of staff resources, project initiation, ongoing execution, reporting, records keeping, and closure of the funded project.
- b. Furnish project operational, financial, and progress reports as required by the **LEAD AGENCY** including ad-hoc requested reports, as required.
- c. Comply with and enforce with the **DEPARTMENT'S** staff and partners all applicable rules and regulations of HUD for the administration of CDBG-DR funding, including those specifically found at 2 CFR Part 200, 24 CFR 570, and Federal Register 88 FR 32046. Additionally, the **DEPARTMENT** shall be responsible for ensuring compliance with crosscutting requirements related to this **MOA**.
- d. The **DEPARTMENT** is subject to all applicable program guidelines as detailed in the CDBG-DR Critical Infrastructure Program Guidelines and Exhibit F: Certifications CDBG-DR Compliance Provisions.
- e. Comply with the recordkeeping requirements of 2 CFR 200.334, 24 CFR 570.490(a) and Fla.Stat. Chap. 119.0701, specifically:
 - i. Keep and maintain adequate records and supporting documentation applicable to all services, work, information, expense, costs, invoices, and materials provided and performed pursuant to the requirements of this Agreement. Said records and documentation will be readily available and/or copied for **LEAD AGENCY** review and will be retained by the **DEPARTMENT** for a minimum of FIVE (5) years from the date of closeout of the CDBG-DR program, or for such period as required by law. If any litigation, claim negotiation, audit or other action involving the records has been initiated before the expiration of the eight-year period, the records shall be retained for one (1) year after the final resolution of the action and final resolution of all issues that arise from such action.
 - ii. 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).
 - iii. Keep and maintain public records that ordinarily and necessarily would be required by the **LEAD AGENCY** in order to perform the services required under this **MOA**.

- iv. Provide the public with access to public records on the same terms and conditions that the **LEAD AGENCY** would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- v. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.
- vi. Meet all requirements for retaining public records and transfer, at no cost to the **LEAD AGENCY**, all public records in possession of **DEPARTMENT** 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 **LEAD AGENCY** in a format that is compatible with the information technology system of the **LEAD AGENCY**.

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

- g. The **DEPARTMENT** agrees that it will give the awarding agency, County Clerk, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, at all reasonable times, access to and the right to inspect, copy, audit, and examine all such records related to project related expenditures and job generation as a result of the above described project until the completion of all close-out procedures, thru recordkeeping deadlines respecting the grant, and until the final settlement and conclusions of all issues arising out of the grant.
- h. The **DEPARTMENT** agrees to collaborate with **LEAD AGENCY** to permit project monitoring. The **DEPARTMENT** agrees to allow the **LEAD AGENCY**, persons duly authorized by the **LEAD AGENCY** and the Federal or State grantor agency (if applicable) or any representatives to inspect all grant-related records, papers, documents, facility, goods and services of the **DEPARTMENT** and/or interview any subcontractors and employees of the **DEPARTMENT** to be assured of satisfactory performance of the terms and conditions of this contract to the extent permitted by the law after giving the **DEPARTMENT** reasonable notice. The monitoring is a limited scope review of the **MOA**, CDBG-DR, project management, and related requirements; monitoring does not relieve the **DEPARTMENT** of its obligation to manage the grant in accordance with applicable rules and sound management practices.

PROGRAM BUDGET/TERMS OF PAYMENT

1. Funding for this agreement is through Hurricane Ian related HUD CDBG-DR allocated to Lee County, Florida. The **DEPARTMENT** agrees to accept as full compensation the total amount not to exceed **\$6,000,000.00**.
2. If for any reason whatsoever, the **DEPARTMENT** does not adhere to the commitments as contemplated in this agreement, the **LEAD AGENCY'S** sole remedy, and the limit of the **DEPARTMENT'S** liability under this agreement, will be for the **DEPARTMENT** to reimburse the **LEAD AGENCY** the amount contemplated by this agreement.

3. The **DEPARTMENT** will provide expenditure projection for the project to form a basis for the project budget. The budget should represent the annual estimated expenditures for each year of the project. Estimates can be chosen from among the activity expense categories below. The **DEPARTMENT** is permitted to adjust its approved budget between category lines up to 10%, with the total budget remaining unchanged. Budget requests must be reported within 30 days by providing a revised budget along with a written justification for the budget adjustment.

Non-Housing (Economic Development, Public Facilities, and Infrastructure) - DRGR Activity Types commonly identified under the non-housing category:

- Acquisition - buyout of non-residential properties
- Acquisition - general
- Acquisition of buildings for the general conduct of government
- Acquisition, construction, reconstruction of public facilities
- Clearance and Demolition*
- Code enforcement
- Construction of buildings for the general conduct of government
- Construction/reconstruction of water lift stations
- Construction/reconstruction of water/sewer lines or systems
- Construction/reconstruction of streets
- Debris removal*
- Dike/dam/stream-river bank repairs
- Econ. Development or recovery activity that creates/retains jobs
- Privately owned utilities
- Public services
- Rehabilitation/reconstruction of a public improvement
- Rehabilitation/reconstruction of other non-residential structures
- Rehabilitation/reconstruction of public facilities

Satellite Shop Replacement and Underground Fuel Tank Replacement Budget

	Most Impacted and Distressed (MID)
Activity Funds (Direct Project Costs)	\$6,000,000.00
Activity Delivery Funds	\$0
TOTAL	\$6,000,000.00

4. The **LEAD AGENCY** will make payments on a reimbursement basis to the **DEPARTMENT**. Reimbursement payments are contingent upon the **DEPARTMENT'S** having complete and accurate reports and achieving the **MOA** specified deliverables/outcomes.
5. **Payment Request:** The **DEPARTMENT** will submit to the **LEAD AGENCY** a monthly Payment Request form as shown in the system of record, with an original authorized signature and supporting documentation.

Request for payment shall be according to the guidelines specified by the **LEAD AGENCY**. The **DEPARTMENT'S** submission for reimbursement shall indicate one of the **LEAD AGENCY** approved budget categories for each expense submitted on the request for reimbursement.

REPORTING AND AGREEMENT DELIVERABLES

The **DEPARTMENT** shall provide the **LEAD AGENCY** with all reports and information set forth in the **LEAD AGENCY'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 **DEPARTMENT'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 **DEPARTMENT** 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 **DEPARTMENT**. Upon request from the **LEAD AGENCY**, the **DEPARTMENT** shall provide additional program or activity updates and information. If all required reports and copies are not sent to the **LEAD AGENCY** within the agreed-upon submission schedule or are otherwise not completed in a manner acceptable to the **LEAD AGENCY**, 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 **LEAD AGENCY** withholds such payments, it shall notify the **DEPARTMENT** in writing of its decision, reasons for withholding payment, and the remedy for corrective action the **DEPARTMENT** must follow. The **LEAD AGENCY** may also take other action as stated within this Agreement or allowable by law.

The **DEPARTMENT'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 **DEPARTMENT** to submit outputs or deliverables to the **LEAD AGENCY**.
2. **Project Budget and Expense (Sources and Uses) Worksheet:** The **DEPARTMENT** 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 **DEPARTMENT** or vendor staff, (c) sources of leveraged funds committed by the **DEPARTMENT** to the project, and (d) timelines for the projected expenditure of CDBG-DR funds.
3. **Payment Request Form:** The means by which the **LEAD AGENCY** and the **DEPARTMENT** document project and activity expenses and requests for payment. The **DEPARTMENT** 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, 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 **LEAD AGENCY** to the **DEPARTMENT**. 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 **LEAD AGENCY** 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 **LEAD AGENCY** 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 **DEPARTMENT'S** check issued with authorized signature. For construction contracts, inspection reports from qualified officials should be submitted with the appropriate monthly payment request.

The **DEPARTMENT** 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 **LEAD AGENCY'S Hurricane Ian CDBG-DR Subrecipient Manual**.

4. **Monthly Activity Report:** The **DEPARTMENT** 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 **DEPARTMENT** 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 **DEPARTMENT** must notify the **LEAD AGENCY** and provide information on any project or activity changes within a project amendment request for the **LEAD AGENCY** to determine whether the request rises to the level of an amendment to the Agreement.
7. **Single Audit:** Lee County expends more than \$1,000,000 in federal funding annually, and is subject to single audit. As a **DEPARTMENT** of Lee County, the **DEPARTMENT'S** CDBG-DR funded activity may be included in the County's Single Audit.
8. **Davis-Bacon and Related Acts (DBRA) Labor Standards Reports (as applicable):** When an activity triggers DBRA requirements, the **DEPARTMENT** 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 **DEPARTMENT** is required to submit data and information on Section 3 and Targeted Section 3 worker labor hours, total worker labor hours, and other qualitative efforts which the **DEPARTMENT** and their vendors took in an attempt to reach or achieve Section 3 goals.
10. **Closeout Report:** The **DEPARTMENT** must report project completion data and provide documentation of closeout processes in relation to this project and activity(ies). The closeout checklist and reports must be submitted to the **LEAD AGENCY** within 90 days after the end date of this agreement.

The **DEPARTMENT'S Agreement deliverables (as identified within "Exhibits")**, which the **DEPARTMENT** 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: Projected Performance Measures and Outcomes Form:** The **LEAD AGENCY** will utilize the **DEPARTMENT'S** detailed scope of work to establish and project out specific performance metrics which the **DEPARTMENT** is required to meet to as a condition of project completion and closeout. The **LEAD AGENCY** will select the performance measure based on the eligible activity and proposed scope of work approved within the NOFA Application for the Critical Infrastructure Program.

PROJECT TERM

Terms of this **MOA** shall be effective and binding upon approval and award of a grant to the **LEAD AGENCY** by the **DEPARTMENT** and continue for a period of three (3) years.

AMENDMENTS

In the event that there are proposed changes to the project scope by the **DEPARTMENT** or **LEAD AGENCY**, the **DEPARTMENT** must submit in writing a request for an amendment to the **MOA** that details the nature of proposed change, justification, and the desired effective date of the change(s). The **LEAD AGENCY** will review the change and if appropriate, approve the change. The **LEAD AGENCY** reserves the right to approve or deny all **MOA** amendments. An approved amendment shall be documented on the **MOA** amendment form and signed by both parties. The **LEAD AGENCY** may not assume and act upon a proposed change without an written and executed change to the **MOA**.

The **LEAD AGENCY**, the BoCC, or their designee may approve amendments to the Agreement, in accordance with the **LEAD AGENCY'S** *Internal Grant Management Manual*. As noted within the Manual, the **LEAD AGENCY** reserves the right to review the request from the **DEPARTMENT** and determine whether an amendment is required or whether **LEAD AGENCY** Manager or BOCC approval is needed.

CONFLICT OF INTEREST

The **DEPARTMENT** agrees that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the deliverance of services required in this **MOA**. The **DEPARTMENT** further agrees that no person having any such interest shall be employed or engaged in the delivery of the services of this **MOA**. The **DEPARTMENT** agrees that no employee, officer, agent of the **DEPARTMENT** or its sub-recipients shall participate in the selection, award or administration of a contract or construction bid if a conflict-of-interest, either real or perceived, would be involved. The **DEPARTMENT** or sub-recipient employees, officers and agents should refrain from accepting gratuities, favors or anything of monetary value from contractors or potential contractors based on the understanding that the receipt of such an item of value would influence any action or judgment of the **DEPARTMENT**. Lee County Human Resources Policy 206: Code of Ethics applies to all DEPARTMENTS. For federally funded contracts, conflict-of-interest provisions described in 2 CFR 200 and all other established, applicable HUD regulations must be followed. The **DEPARTMENT** shall notify the **LEAD AGENCY** if it learns of real or perceived conflict of interest related to this **MOA**.

MANDATORY DISCLOSURE OF VIOLATIONS

The **DEPARTMENT** is required to promptly disclose, in writing, to the **LEAD AGENCY** and the appropriate federal awarding agency, any credible evidence of violations of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations, including those under the False Claims Act, as required by 2 CFR 200.113.

TERMINATION

This **MOA** shall be in effect during the period provided by the Project Term above and is subject to the availability of HUD CDBG-DR funding. In accordance with 2 CFR 200, enforcement up to and including suspension or termination may occur if the **DEPARTMENT** materially fails to comply with any terms of the award.

In the event HUD CDBG-DR funds to finance the project becomes unavailable, the obligations of each party hereunder may be terminated upon no less than twenty-four (24) hours' written notice. However, the **DEPARTMENT** or the **LEAD AGENCY** may terminate this **MOA** without cause upon thirty (30) days' written notice.

The terms of this agreement shall be effective and binding upon project approval, award of a grant and the execution of this **MOA**.

USE AND REVERSION OF ASSETS, REAL PROPERTY

The **LEAD AGENCY** 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 **LEAD AGENCY** within 30 days of receipt of the proceeds. Any real property under the **DEPARTMENT'S** control that was acquired or improved in whole or in part with CDBG-DR funds 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 **DEPARTMENT** shall pay to the **LEAD AGENCY** 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

IN WITNESS WHEREOF, the **DEPARTMENT** and the **LEAD AGENCY** have executed this Agreement
this the 8.00 day of May, 2025.

(X) Signed by:
Glen V Salyer
0B8FA376C033349E

Glen V. Salyer, Assistant County Manager

(X) Signed by:
Schecyl Santiago-Lugo
8C631582FC7B4F2

Schecyl Santiago-Lugo, Director

ATTEST:
CLERK OF THE CIRCUIT COURT

BY: Signed by:
Melissa Butler
281402C301F374502
DEPUTY CLERK

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

BY: DocuSigned by:
Amanda L. Swindle
EC38B0589404075
OFFICE OF THE COUNTY ATTORNEY



EXHIBIT A

SCOPE OF WORK AND ACTIVITIES

PROGRAM/PROJECT ACTIVITY OVERVIEW

The information provided under this Exhibit is retrieved from the Fleet Management approved application or direct award in response to the Critical Infrastructure Program NOFA. In coordination and agreement with the Department, the SRGA will utilize the information below to inform and update the SRGA approved System of Record for program and project eligibility with core HUD CDBG-DR requirements. Departments will work with the Lead Department or SRGA 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: Satellite Shop replacement and underground fuel tank replacement

CDBG-DR Program eligible activity: Rehabilitation/reconstruction of public facilities

The National Objective to be achieved for each activity as a result of this Project: Activities designed to meet community development needs having a particular urgency ("Urgent Needs").

Per 24 CFR 570.208(c), to comply with the national objective of meeting community development needs having a particular urgency, and activity must be designed to alleviate existing conditions which the grantee certifies:

- 1. Pose a serious and immediate threat to the health or welfare of the community;*
- 2. Are of recent origin or recently became urgent;*
- 3. The grantee/subgrantee is unable to finance the activity on its own; and,*
- 4. Other resources of funding are not available to carry out the activity.*

In accordance with FR-6393-N-01, this activity is using the Urgent Need national objective which is allowed for a period of 36 months after the applicability date of the Lee County's Allocation Announcement Notice (May 18, 2023).

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:

- Total beneficiaries: 746,570
- Total low/mod beneficiaries: 314,445

CDBG-DR storm tie-back and/or Mitigation resilience measure: The current Satellite shop is nestled in between these department's operations and only has the capacity to service 4 assets at a time. To meet the needs of each of these Departments especially during a storm event, the creation of a larger facility is necessary. Creation of this infrastructure will allow for a total of 10 bays. The existing Heavy Equipment shop would move to this location and work in conjunction with the existing Satellite shop, Infield and Generator technicians. Being near the departments provides a current cost savings of \$265,131 and allows for operational adjustments by Fleet Management to better serve these two departments for even more savings and efficiency. The current underground fuel tanks at Fleet Management are over 31 years old and are susceptible to flooding. This fueling site is the main fueling location for the County's fleet. Being a critical first responder fueling site, it is necessary to replace the underground tanks with above ground tanks to ensure that they remain functional in any situation. During Hurricane Ian the limited capacity of the existing Satellite Shop directly impacted the ability of Fleet Management to service and repair equipment needed for the County's storm response efforts in a timely manner. During the aftermath of a major disaster there is a tremendous need that all equipment be safely functioning and available for use. The lack of capacity adversely impacted the health and safety of the public. Flooding from Hurricane Ian threatened the existing 10,000-gallon underground fuel tanks. Due to the age of the tanks flooding has the potential to interrupt the ability of Fleet Management to service first responders as well as other County departments in their efforts to respond to the impacts of major disasters. As evidenced by the impact of Hurricane Ian on the existing Satellite Shop there is an urgent need to increase the capacity of the Shop in order to effectively respond to major disasters and to alleviate an existing condition that poses a serious and immediate threat to the health and welfare of the community. As evidenced by the impact of flooding from Hurricane Ian on the existing underground fuel tanks there is an urgent need to replace the existing tanks with above ground tanks to alleviate an existing condition that poses a serious and immediate threat to the health and welfare of the community. In accordance with FR-6393-N-01, this activity is using the urgent need national objective which is allowed for a period of 36 months after the applicability date of the Lee County's Allocation Announcement Notice (May 18, 2023)

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

The information provided under this Exhibit is retrieved from the Department's approved application or direct award in response to the Critical Infrastructure Program NOFA. In coordination and agreement with the Department, SRGA 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. Departments will work with the SRGA 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")

This is a two phase project:

A. Demolition of existing Satellite shop, design and construction of a new larger Fleet Management maintenance facility at the same location

B. Removal of aging underground fuel tanks, design and construction of two new above ground fuel tanks at the main Fleet Management location

Design and Approach: Lee County Fleet Management has an experienced project management team that has executed Lee County has extensive experience in dealing with grants. Lee County administered 84 grants in fiscal year 21-22 totaling \$422,102,985 coming from 9 different federal agencies and 9 different state agencies. Lee County Fleet Management has the experience and capacity to administer this project and oversee all compliance requirements.

Major Project Milestones

Milestone	Due Date
Start Design	09/01/2025
Complete Design	04/01/2026
Start Construction	09/01/2026
Complete Construction	11/01/2027
Project Close-Out	03/30/2028

EXHIBIT C

FINANCIAL AND GRANT MANAGEMENT SYSTEM BUDGET WORKSHEET

The information provided under this Exhibit is retrieved from the Lee County Memorandum of Agreement. In coordination and agreement with the Department, SRGA will utilize the information below to set up and encumber budget obligations within the SRGA financial accounting system for the awarded CDBG-DR funds. Departments will work with SRGA 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 Department’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)	\$6,000,000.00
Activity Delivery Funds	\$0
TOTAL	\$6,000,000.00

EXHIBIT D

PROJECTED PERFORMANCE MEASURES AND OUTCOMES FORM

The information provided under this Exhibit is retrieved from the Memorandum of Agreement and, if applicable, the Department's approved application or direct award in response to the *Critical Infrastructure Program* NOFA. In coordination and agreement with the Department, SRGA will utilize the information below to set up detailed performance management goals for the Subrecipient to meet through implementing and completing the project.

The Department will report via the monthly activity report on how the project has progressed on reaching the target numbers of the projected performance measure(s). Departments will work with SRGA 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 Department's stated project scope of work ("projected outcomes"). The following table provides those measures which the Department 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
Rehabilitation/ reconstruction of public facilities	# of buildings (non-residential)	1 Satellite Shop
	# of Linear feet of green public improvement	
	# of Non-business Organizations benefitting	
	# of public facilities	2 Above ground fuel storage tanks
	# of Linear feet of Public Improvement	
	# of Acres wetlands	
	# of Linear miles of Public Improvement	
	# of cable feet of public utility	
	# of Properties	
	# of Elevated Structures	
	# of Businesses	
MIT - Public Facilities and Improvements-Non Covered Projects	# acres of newly added or improved green space	
	# acres of wetlands created	
	# cubic feet of stormwater storage added	
	% decrease in affluent discharged	
	% decrease in area inundated by flooding	

Eligible Activity Type	Possible Performance Measures/Accomplishments (select at least one measure for the eligible activity being met)	Projected Total
	% decrease in disruption hours to residents and businesses from impacts of storm events	
	% decrease in NFIP CRS score	
	% decrease in road closures in target area during a flood event	
MIT - Public Facilities and Improvements-Non Covered Projects (cont'd)	% decrease water surface elevation level during a flood with a qualifying event	
	\$ estimated flood loss avoidance	
	\$ Funds allocated for water management/flood mitigation improvements	
	\$ Funds allocated for water-quality improvements	
	% increase in acres of cropland protected from flooding	
	% increase in groundwater infiltration	
	% increase in number of acres converted to open space	
	% increase in pumping capacity	
	# linear feet of streams restored	
	# occupied structures in floodplain	
	# of acres green infrastructure created	
	# of acres green space created	
	# of acres green space preserved	

Eligible Activity Type	Possible Performance Measures/Accomplishments (select at least one measure for the eligible activity being met)	Projected Total
	# of acres no longer vulnerable to flood events	
	# of acres of native vegetation planted	
	# of acres with improved multiple hazard risk mapping	
	# of brownfield acres converted to wetland	
	# of buildings (non-residential)	
	# of containment systems constructed	
	# of Elevated Structures	
	# of fewer outages of critical facilities and utilities	
	# of green infrastructure projects constructed	
	# of greenspace users	
	# of Linear feet of Public Improvement	
	# of Linear Feet of Sewer Lines	
MIT - Public Facilities and Improvements-Non Covered Projects (cont'd)	# of linear feet of trails constructed	
	# of Linear Feet of Water Lines	
	# of Linear miles of Public Improvement	
	# of Non-business Organizations benefitting	
	# of non-invasive species trees planted on project sites	

Eligible Activity Type	Possible Performance Measures/Accomplishments (select at least one measure for the eligible activity being met)	Projected Total
	# of properties protected from future flooding	
	# of properties with access above 100-yr flood level	
	# of public facilities	
	# of pump stations repaired/replaced	
	# of reduced hours streets are flooded	
	# of residents protected from future flooding	
	# of Section 3 Labor Hours	19,600
	# of small water retention devices/systems installed	
	# of storm water projects implemented	
	# of Targeted Section 3 Labor Hours	3,920
	# of Total Labor Hours	78,400
	# of vacant lots repurposed	
	# of water control structures repaired/replaced	
	% reduction in emergency maintenance costs	
	% reduction in energy costs	
	% reduction in loss of service	
	% reduction of sanitary sewer overflows	

Eligible Activity Type	Possible Performance Measures/Accomplishments (select at least one measure for the eligible activity being met)	Projected Total
	% reduction of watershed nitrate loading	
	% reduction of water surface elevation level	
	# of structures harden against future flood events	
	# of Persons	

EXHIBIT E

APPLICATION

The information provided under this Exhibit is retrieved from the Department's approved application or direct award in response to the Critical Infrastructure Program NOFA. In coordination and agreement with the Department, SRGA will utilize the information below as a reference point to establish the original, approved conditions under which the original project was considered. SRGA will review this Exhibit when considering changes to the Agreement or other project details as outlined within the System of Record. Departments will work with SRGA 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 Department, for which this Agreement was completed. Supporting documentation submitted by the Department 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. *Memorandum of Agreement*
2. *Critical Infrastructure Program NOFA*
3. *Critical Infrastructure Program Guidelines*
4. *Notice to Proceed*
5. *Department's application in response to the Notice of Funding Availability*



Lee County
Southwest Florida

Critical Infrastructure Program



Organization Information

- ▶ Organization Name: Lee County BOCC - Fleet Management
- ▶ Address: 2955 Van Buren Street Fort Myers, FL 33916
- ▶ Telephone: (239) 533-5377
- ▶ Federal Employer ID #: 59-6000702
- ▶ Organization Website: www.leegov.com
- ▶ Unique Entity Identifier:

Authorized Organization Representative

- ▶ Name: Jesse Lavender
- ▶ Title: Director

Contact Person

- ▶ Name: Jesse Lavender
- ▶ Title: Director
- ▶ Email: jlavender@leegov.com
- ▶ Telephone: (239) 357-5964

Partner Organization

- ▶ Will your organization be partnering with any other organizations? No



Project Information

► Name: Satellite Shop replacement and underground fuel tank replacement

Project Type

- | | |
|---|--|
| <input type="checkbox"/> Water/Sewer Line Install | <input type="checkbox"/> Water Treatment Plant |
| <input type="checkbox"/> Lift Stations | <input type="checkbox"/> Drainage Improvements |
| <input type="checkbox"/> Pump Stations | <input type="checkbox"/> Electrical/Utilities Burial/Replacement |
| <input type="checkbox"/> Wastewater Treatment Plant | |
| <input type="checkbox"/> Backup Generator: Must be a permanent fix to the structure. No portable generators | |

► Other: Replacement of a maintenance building and underground fuel tanks



Target Service Location

Target Service Location

- | | |
|---|---|
| <input type="checkbox"/> City of Cape Coral | <input type="checkbox"/> Town of Fort Myers Beach |
| <input type="checkbox"/> City of Fort Myers | <input type="checkbox"/> Village of Estero |
| <input type="checkbox"/> City of Bonita Springs | <input checked="" type="checkbox"/> Unincorporated Lee County |
| <input type="checkbox"/> City of Sanibel | <input type="checkbox"/> All of Lee County |



National Objective

► National Objective: Urgent Need

Provide a description how the proposed project will meet the selected National Objective

A. Over 41% of the County's fleet resides within DOT and Utilities. The current Satellite shop is nestled in between these department's operations and only has the capacity to service 4 assets at a time. To meet the needs of each of these Departments especially during a storm event, the creation of a larger facility is necessary. Creation of this infrastructure will allow for a total of 10 equipped bays. The existing Heavy Equipment shop would move to this location and work in conjunction with the existing Satellite shop, Infield and Generator technicians. Being near the departments provides a current cost savings of \$265,131 and allows for operational adjustments by Fleet Management to better serve these two departments for even more savings and efficiency. The vacation of the Heavy Equipment shop from the current location will allow for the project below and expansion of the Public Safety fleet into the future. B. The current underground fuel tanks at Fleet Management are over 31 years old and are susceptible to flooding. This fueling site is the main fueling location for the County's fleet. Being a critical first responder fueling site, it is necessary to replace the underground tanks with above ground tanks to ensure that it remains functional in any situation. By moving the Heavy Equipment shop to the other location, space will be freed up for this project. The placement of the above ground tanks will require a minor redesign of the site to allow for improved traffic flow.

National Objective Descriptions

National Objective	Description
L/M Income Area Benefit	Census block groups that align with the service area maps
L/M Income Limited Clientele	The infrastructure improvements benefit a specific persons who are presumed by HUD to be principally LMI (abused children, battered spouses, elderly persons, severely disabled adults, homeless persons, illiterate adults, persons living with AIDS or migrant farm workers)
L/M Income Job Creation or Retention	The project proposes activities designed to create or retain permanent jobs, at least 51 percent of which (computed on a full-time equivalent basis) will be made available to or held by LMI persons. Must include income certifications or describe method on how LMI job creation will be documented
Urgent Need	Does the narrative description on the application under Urgent Need provide specific examples of needs that have urgency, including how the existing conditions pose a serious and immediate threat to the health and welfare of the community?

<p>Slums and Blight</p>	<p>Does the designated activity area meet the definition of a slum, blighted, deteriorated or deteriorating area under state or local law? Additionally, the area must meet one of the two conditions:</p> <ul style="list-style-type: none"> • Public improvements throughout the area are in a general state of deterioration; or • At least 25 percent of the properties throughout the area exhibit one or more of the following: <ul style="list-style-type: none"> • Physical deterioration of buildings/improvements; • Abandonment of properties; • Chronic high occupancy turnover rates or chronic high vacancy rates in commercial or industrial buildings; • Significant declines in property values or abnormally low property values relative to other areas in the community; or • Known or suspected environmental contamination
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The scope of the project

This is a two phase project:

- A. Demolition of existing Satellite shop, design and construction of a new larger Fleet Management maintenance facility at the same location
- B. Removal of aging underground fuel tanks, design and construction of two new above ground fuel tanks at the main Fleet Management location

The projected outcome(s) of the project

- A. Increased efficiency for DOT and Utilities operations both pre and post event by ensuring minimal downtime of their equipment because of increased service/repair capacity located alongside their operation's centers.
- B. Guaranteed fueling of the County's fleet (including first responders) in any situation and assurance of compliance with environmental regulations.

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

- A. The current Satellite shop is nestled in between these department's operations and only has the capacity to service 4 assets at a time. To meet the needs of each of these Departments especially during a storm event, the creation of a larger facility is necessary. Creation of this infrastructure will allow for a total of 10 bays. The existing Heavy Equipment shop would move to this location and work in conjunction with the existing Satellite shop, Infield and Generator technicians. Being near the departments provides a current cost savings of \$265,131 and allows for operational adjustments by Fleet Management to better serve these two departments for even more savings and efficiency.
- B. The current underground fuel tanks at Fleet Management are over 31 years old and are susceptible to flooding. This fueling site is the main fueling location for the County's fleet. Being a critical first responder fueling site, it is necessary to replace the underground tanks with above ground tanks to ensure that it remains functional in any situation.



Project Design and Approach: Applicant/Subrecipient

Description of your agency's experience completing projects of a similar size and scope, including federal, state, and/or local government grant experience and capacity of the organization to administer the project and oversee all compliance requirements.

Lee County has extensive experience in dealing with grants. Lee County administered 84 grants in fiscal year 21-22 totaling \$422,102,985 coming from 9 different federal agencies and 9 different state agencies. Lee County Fleet Management has the experience and capacity to administer this project and oversee all compliance requirements.

The applicant's plan of executing the Subgrantee Agreement

Fleet Management is a department under the Lee Board of County Commissioners. Lee County currently follows all of the stipulations contained in the sub grantee agreement. The agreement will be executed under the authority of the County Manager.

The applicant's plan for Oversight and Monitoring of Subgrantee

Fleet Management will be overseeing the sub grantee agreement with the assistance of the Lee County Procurement Management, Facilities Construction and Management and Natural Resources departments. All departments have previous knowledge of compliance and monitoring of projects and working together through project management. Procurement Management will assist with procuring contractors, Facilities Construction and Management will assist with project management and code compliance; Natural Resources will assist with environmental compliance of the tank replacements. These components will be overseen by Fleet Management. Fleet Management will ensure that all stages of the project are conducted in accordance with the sub grantee agreement.

Please provide a project administration team highlighting roles and responsibilities of each individual participating in program participation and management.

Jesse Lavender, Director of Fleet Management, will take the lead role of project oversight. Donna Estes, Senior Fiscal Officer of Fleet Management will take the lead role of financials and reimbursements. Ehab Guirguis, Director of Facilities Construction and Management and his team will take the lead role of on-site project management. Mary Tucker, Director of Procurement Management and team will take the lead of procuring the necessary contractors and services for the project. Roland Ottolini, Director of Natural Resources and team will take the lead of environmental compliance for the tank replacement phase of the project. Risk Management and the Office of the County Attorney will assist all members of the team with any legal or insurance compliance that



Project Design and Approach: Applicant/Subrecipient

might be necessary to assist with the project's completion.



The partner's experience undertaking projects of similar complexity and providing public services

N/A

The partner's plan for Maintenance and Operations

N/A

Please provide a project administration team highlighting roles and responsibilities of each individual participating in program participation and management

N/A

Describe how the proposed project 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

Phase 1 of the project will allow for reduced service interruptions to the County's water utility service and road network due to the fact that there will be less equipment down time with a larger service capacity on-site with Utilities and the Department of Transportation. The expanded facility will also allow for the upcoming growth of the County's Public Safety Fleet by moving the current Heavy Equipment shop to the new facility. Phase 2 of the project will reduce the risk to the County's environment by eliminating two 10,000 gallon underground fuel tanks that are over 31 years old and susceptible to flooding. Both were constructed under previous building codes and are in need of replacement. The replacement above ground fuel tanks will allow for uninterrupted service for first responders and the various other County departments in response to storm events all while being environmentally compliant.

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

Phase 1 of the project reduces the amount of utility water service and roadway network issues throughout the County by diminishing the responding service equipment downtime due to the on-site increased capacity for servicing these pieces of equipment. This phase also allows for the upcoming growth of the Public Safety fleet which will diminish response times to the public's safety needs. Phase 2 of the project reduces the potential fuel contamination risks associated with aging underground fuel tanks to the surface and ground water in the surrounding environment. It also avoids potential shut downs of the fuel site due to flooding and increases first responder response times by guaranteeing fueling functionality during an event.

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

The value to the community through both phases of this project is increased efficiency for County first responders and staff to respond to an event through lessened equipment downtime and improved fueling operations. The current shop saves the County's taxpayers approximately \$265,131 annually, this project will increase this savings by double or even more. Short-term impacts during normal circumstances include quicker response times for public utility and roadway issues. Long term, this project will make the County's water utility, roadway infrastructure and first responders more resilient during any event by ensuring that all equipment is operable, able to be fueled and ready for immediate operation.

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

Fleet Management will partner with Procurement Management to bid design and construction per the grant guidelines. This process takes 4-6 months. Once selected, Facilities Construction and Management and Fleet Management will work with the selected vendors to produce a demolition plan, design of the new facility and above ground fuel tanks, and then construction for each phase. The vendor will submit for permitting each component of each phase with the assistance of Fleet, Natural Resources and Facilities. Demolition and design should take about one year and construction about one year.

Define project milestones (i.e. Design, Construction, Progress Meetings, Certification of Completion, Closeout, or any other milestones as applicable)

Demolition design and permitting will come first once the vendor has been selected. Demolition of each phase will come second so that there is a clean slate to begin the construction phase. Design and permitting of each phase will come third. Construction of each phase will come fourth. Closeout/Certificate of Occupancy will be the final facet of the project. Timeframes are dependent upon permitting and sourcing the materials for the project.

Monthly spending plans and proposed draw down schedules

Fleet Management anticipates paying the vendor per completion of each task through a schedule that will be negotiated during the selection of the vendor. Once the schedule has been mutually agreed upon, then an accurate draw down schedule can be produced and sent to the grant administrators.

Proposed reporting for outcomes achieved

Fleet Management proposes to report outcomes achieved during the completion of each task when it is necessary to be reimbursed for payment of each task to the vendor. The reporting will include a summary of the work completed with photo verification.

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

Phase 1 of the project was estimated in February of 2024 by Fleet Management and Facilities Construction and Management. The cost estimate is based upon comparables at the time for demolition, design, permitting, construction and civil/owner costs for removal of the existing building and constructing a 15,000 sqft. building.

Phase 2 of the project was estimated in February of 2024 by a quote from Tanks Direct who is currently one of the sub-contractors that is designing and installing a new fuel station associated with the Emergency Operations Center Expansion project. This quote also was reviewed by Fleet Management and Facilities Construction and Management for concurrence with current market rates.

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

Fleet Management will take additional steps early on in the vendor selection process to ensure that the scope is well defined. Additionally, Fleet Management and Facilities Construction and Management will schedule weekly progress meetings with the vendor to diminish the likelihood of any change orders and ensure that the project is completed on time and within budget.

Describe the cost and plan for funding for operations and maintenance.

Currently all costs are included in the Fleet Department's annual adopted budget by the Board of County Commissioners. This project will not cause a significant increase to funding operations and maintenance due to the fact that all staff, tools and equipment are already in place. The new facility will allow for more space at the prime location (in-between DOT and Utilities) for more productivity while not increasing the department's annual budget. This project allows for growth and at the appropriate time additional staff.

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

This project maximizes the Fleet Department's assets by making them more efficient, adaptable to growth and provides a cost savings to the public by reducing staff expenses shuttling equipment and the need to purchase land. Both proposed project phases take place on existing County land eliminating the need to purchase space. The current Satellite shop saves the County \$265,131 annually with only three staff. This savings will

increase once the facility is built and the crew of 7 from the Heavy Equipment shop is relocated there.

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

Fleet Management plans to coordinate with both the Utilities and DOT departments on any of their resiliency projects or initiatives that pertain to the location of phase 1 of the project. Some initial items include covered parking areas for Utilities equipment located near the proposed new Satellite shop that will ensure a longer life cycle for their costlier larger pieces of equipment. Another component is improved drainage of the shared use yard and other drainage improvement located around the site.

Describe how you will coordinate with other partners carrying out related activities and/or projects

Fleet Management will coordinate with Public Safety on the expansion of their fleet by transitioning the current EMS shop to the former Heavy Equipment shop once phase 1 of the project is completed. This will allow for more space to service and stock their fleet. Fleet Management will also work with DOT and Utilities for any of their related activities and/or projects nearest the new Satellite shop location.

A description of the area of need that will be addressed

Both phases of the project bring timelier response times to issues in the community's water utility service, road network and emergencies. Being capable of servicing more Utilities and DOT equipment at a single time brings less equipment downtime and quicker response times. Replacing the fuel station with a more resilient station and moving the Heavy Equipment shop to the new facility allows for quicker first responder times and capacity to be able to service the growing Public Safety fleet.

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

The project increases efficiency of operations for Public Safety, Utilities and DOT. The increased efficiency allows for quicker response times to public utilities, the roadway network and emergencies. Both phases of the project allow for resiliency by providing future growth opportunities so that the increased efficiency becomes the new norm and lasts into the future.

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

The intended beneficiaries are anyone that resides or visits Lee County and uses the County's roads, water/sewer and might potentially need Public Safety's services in the event of an emergency. Some beneficiaries might experience more than others from this project, such as in the area of Lehigh Acres where the County has dedicated millions of dollars each year to repairing its roadways.

The applicable census tracts and block groups that are projected to benefit from the project. Census data can be found here: [Low- and Moderate-Income Area Data](#)

	Census Tract	Block Group
1	All of Lee County's Census tracts	All of Lee County's Block Groups
2		
3		



The types of entities benefitting from the plan

- | | |
|--|--|
| <input checked="" type="checkbox"/> Residents | <input checked="" type="checkbox"/> Businesses |
| <input checked="" type="checkbox"/> Local Government | <input type="checkbox"/> Other: |

- ▶ If "Residents" is selected, list the projected number of beneficiaries and number of LMI beneficiaries who will benefit from the project

Total Number of Beneficiaries:	834573
Total LMI Beneficiaries:	273063

The target populations from the table below who will benefit from the project

- ☒ 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
- ☒ 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 project if it were implemented

This project will increase response times for Public Safety, Utilities and DOT, it became apparent that anyone who drives on the County's road network, utilizes Lee County utilities, or needs or may need Public Safety's services will benefit from the project. This includes all of the County's residents and visitors.

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

To date, there hasn't been any community outreach or engagement. If approved, Fleet Management will work with the County's Community Engagement department to make sure there is sufficient knowledge of the project and it's intended purpose throughout the County. This will be done through press releases, social media and all other forms of community communication.

A description and justification of the proposed costs

Phase 1: Design (6%; \$202,500) this component includes the design of the demolition plan that will be used for removing the existing satellite shop and design of the new 15,000 sqft. facility. Permitting (1%; \$33,750) this component covers permitting fees and other necessary permit related costs for both the demolition and building the new facility. Construction (\$2,850,000) this covers shell construction costs for the new facility. Finished space buildout (\$525,000) this covers the finish work for offices, restrooms and break rooms once the initial construction has been completed. Civil site and owner soft costs (15%; 506,250) this component covers the site prep after demolition including drainage, electric, landscaping and parking. Demolition (\$32,360) covers the physical demolition of the existing satellite shop. Furniture and equipment (\$443,890) covers the costs of furnishing the office spaces, outfitting the shop bays with fluid dispensers, lifts, large shop tools, and fluid containment (used oil reservoir).

Phase 2: Design/build (\$725,586.35) covers the costs of designing and installing two above ground 10,000gal fuel tanks, fuel pedestals, piping and wiring of the complete turn key fuel system. Demolition (\$11,264) covers the cost of removing two existing 10,000gal underground fuel tanks. Grading and traffic flow improvements (\$163,149.65) this component includes grading/filling of the void left from the removal of the existing tanks and any traffic flow improvements necessary after the installation of the new above ground tanks.

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

This project will be implemented with applicant staff oversight and vendor support. Fleet Management will take the lead and partner with Procurement Management for procuring the vendors. Once procured, Fleet Management will partner with Facilities Construction and Management for project management oversight of the vendor in design, permitting, demolition, construction and certificate of occupancy. Fleet Management will partner with Natural Resources for environmental compliance during phase 2 of the project.

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

Once a vendor has been selected, Fleet Management will have them produce a task by task payment schedule with sufficient time to review each task prior to payment. This schedule will be shared with the grant administrator. Requests for reimbursement will be submitted after each task has been vetted for County concurrence. If the task has no issues then it will be submitted for reimbursement. Should there be any issues with a task, Fleet Management will notify the grant administrator once known with a solution and revised task payment schedule.



Budget Form

Description	CDBG-DR Funds Requested	Leveraged Funds	Project Cost
Activity Delivery Costs			
Environmental Review Costs	\$0.00	\$0.00	\$0.00
Source of External Funds	N/A		
File Management	\$0.00	\$0.00	\$0.00
Source of External Funds	N/A		
Inspections	\$0.00	\$0.00	\$0.00
Source of External Funds	N/A		
Program Administration	\$0.00	\$0.00	\$0.00
Source of External Funds	N/A		
Construction			
Bonding/Insurance	\$0.00	\$0.00	\$0.00
Source of External Funds	N/A		
Construction Management	\$4,263,736.00	\$0.00	\$4,263,736.00
Source of External Funds	N/A		
Debris Removal	\$0.00	\$0.00	\$0.00
Source of External Funds	N/A		
Demolition	\$43,624.00	\$0.00	\$43,624.00
Source of External Funds	N/A		
Fixtures/Equipment	\$443,890.00	\$0.00	\$443,890.00
Source of External Funds	N/A		
General Contractor	\$506,250.00	\$0.00	\$506,250.00
Source of External Funds	N/A		
Landscaping	\$0.00	\$0.00	\$0.00
Source of External Funds	N/A		
Maintenance of Traffic	\$0.00	\$0.00	\$0.00
Source of External Funds	N/A		
Mobilization	\$0.00	\$0.00	\$0.00
Source of External Funds	N/A		
Site Preparation	\$506,250.00	\$0.00	\$506,250.00
Source of External Funds	N/A		
Planning/Design			
Development of Bidding Document	\$0.00	\$0.00	\$0.00
Source of External Funds	N/A		



Budget Form

Drawings/Blueprints	\$0.00	\$0.00	\$0.00
Source of External Funds	N/A		
Land Acquisition	\$0.00	\$0.00	\$0.00
Source of External Funds	N/A		
Permitting	\$33,750.00	\$0.00	\$33,750.00
Source of External Funds	N/A		
Site Plan	\$202,500.00	\$0.00	\$202,500.00
Source of External Funds	N/A		
Surveys	\$0.00	\$0.00	\$0.00
Source of External Funds	N/A		
Testing	\$0.00	\$0.00	\$0.00
Source of External Funds	N/A		

Funding Summary

CDBG-DR Funds Requested	Leveraged Funds	Project Cost
\$6,000,000.00	\$0	\$6,000,000.00

Duplication of Benefits

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



Applicant Capacity and Experience: Applicant/Subrecipient

Capacity to perform financial management and oversight

Fleet Management has the capacity to perform financial management and oversight through its tenured staff and the partner resources within Lee County. Staff within the department have extensive knowledge of financial management, many with over 15 years of experience. To add to that, the partner resources within the County are always available to assist Fleet Management with anything that arises.

Capacity to perform grant management functions as demonstrated through prior experience managing grants with in-house staff or with a grant management consultant

Fleet Management's Project Administrator has experience managing Parks & Recreation grants from the State of Florida and Federal. To date there have been no issues managing these grants and all projects have been completed on time and within budget.

Internal auditing capability

Fleet Management has been conducting internal auditing for many years. This exercise is done multiple times per year as a financial quality control and to ensure compliance with any Clerk of Court audits that may randomly take place during the course of any given fiscal year.

Administrative staffing

Fleet Management has a dedicated administrative staff consisting of the director, 3 managers, senior fiscal officer, fiscal officer, and 3 administrative specialists. All staff have experience with sound financial management, budget compliance and best practices.

Monitoring and control of timely expenditure of funds

Fleet Management's current operations monitor and control of the timely expenditure of funds. Unless an item is on backorder or a vendor repair is delayed due to unforeseen circumstances, all expenses are signed off in a timely manner of 24-36 hours. Payment then takes two weeks to process through the Clerk of Courts office.



Applicant Capacity and Experience: Applicant/Subrecipient

Describe how the subrecipient will implement Construction, Davis Bacon, and Related Acts and understand project costs must be based on paying laborers and mechanics federal prevailing wages, as published by DOL. The then-current wage rates must be attached to the construction contract and accepted by the general contractor prior to contract execution

Fleet Management will implement this early on through its partner Procurement Management as a part of the solicitation for the vendor. Once the vendor is selected, the project administration team will monitor the vendor for compliance throughout the project term. Appropriate action will be taken if the vendor does not adhere to the guidelines.

Confirm that the subrecipient will not take any choice limiting actions, including, but not limited to, physical work or activity, may start until environmental clearance is obtained. All prohibitions regarding 'choice limiting actions will apply, rendering the award void and applicant ineligible for award. Activities with multiple environmental issues which cannot be addressed timely and cost-effectively will cause the award of CDBG-DR Funds to be canceled

Fleet Management is committed to compliance with the terms of this grant. In no way will the department take any choice limiting actions nor any other measure that will hinder the project from moving forward.

Explain the applicant/subrecipient's plan to provide OR ensure the subgrantee provides opportunities and training to low and very low-income persons to the greatest extent feasible. These efforts should be, especially focused on recipients of government assistance for housing and to businesses that provide economic opportunities to low and very low-income persons. The applicant/subrecipient should explain how they will comply with Section 3 requirements set forth in 24 CFR Part 75

Fleet Management will comply with Section 3 requirements by mandating through the solicitation that the vendor provides opportunities and training to low and very low income persons through their workforce. Each vendor proposal will be properly vetted by Fleet Management and Procurement Management for compliance with Section 3 before selecting a suitable applicant.

Describe how the subrecipient will take affirmative steps to ensure good faith effort outreach to small, minority, women and veteran-owned business



Applicant Capacity and Experience: Applicant/Subrecipient

to be included in all solicitation opportunities (procurement of services and goods) and documenting efforts and procurement opportunities

Fleet Management will work with it's partner Procurement Management prior to the solicitation posting to ensure there is language in the solicitation indicating that the County prefers the vendor to meet this requirement by subcontracting with multiple vendors that fall under this category.

Subrecipients must provide their procurement policy documents for analysis

Procurement policy documents are listed online at:
[https://www.leegov.com/procurement/Documents/Ord%2022-06.pdf](https://www.leegov.com/procurement/Documents/Ord%202022-06.pdf) ;
<https://www.leegov.com/procurement/Documents/Final%20Procurement%20Ordinance%2023-21.pdf>. All County procurement policy documents have been previously approved by the Lee Board of County Commissioners.

Subrecipient's ability to Complete Subgrantee Capacity Assessment

N/A

Subrecipient's ability to Complete Subgrantee Risk Assessment

N/A

Subrecipient's Ability to Execute a Subgrantee Agreement

N/A

Please describe Subrecipient's Plans for Subgrantee Oversight and Monitoring

N/A



Subgrantee's Capacity to perform financial management and oversight

N/A

Subgrantee's Capacity to perform grant management functions as demonstrated through prior experience managing grants with in-house staff or with a grant management consultant

N/A

Subgrantee's Internal auditing capability

N/A

Subgrantee's Administrative staffing

N/A

Subgrantee's Monitoring and control of timely expenditure of funds

N/A

Describe how the subgrantee will implement Construction, Davis Bacon and Related Acts and understand project costs must be based on paying laborers and mechanics federal prevailing wages, as published by DOL. The then-current wage rates must be attached to the construction contract and accepted by the general contractor prior to contract execution

N/A



Applicant Capacity and Experience: Subgrantee

Confirm that the subgrantee will not take any choice limiting actions, including, but not limited to, physical work or activity, may start until environmental clearance is obtained. All prohibitions regarding 'choice limiting actions will apply, rendering the award void and applicant ineligible for award. Activities with multiple environmental issues which cannot be addressed timely and cost-effectively will cause the award of CDBG-DR Funds to be canceled

N/A

Explain the subgrantee's plan to provide opportunities and training to low and very low-income persons to the greatest extent feasible. These efforts should be , especially focused on recipients of government assistance for housing and to businesses that provide economic opportunities to low and very low-income persons. The applicant/subrecipient should explain how they will comply with Section 3 requirements set forth in 24 CFR Part 75

N/A

Describe how the subgrantee will take affirmative steps to ensure good faith effort outreach to small, minority, women and veteran-owned business to be included in all solicitation opportunities (procurement of services and goods) and documenting efforts and procurement opportunities

N/A

Subgrantee's must comply with 2 CFR Part 200 requirements for procurement

N/A



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:	Lee County Fleet Management
▶ Authorized Submitter Representative Name:	Jesse Lavender
▶ Authorized Submitter Representative Title:	Director
▶ Certification Date:	05/23/2024
▶ Authorized Submitter Representative Signature:	Jesse Lavender
▶ Authorized Submitter Representative IP Address:	208.89.76.203

EXHIBIT F (SIGNATURE REQUIRED)**CERTIFICATIONS**
CDBG-DR COMPLIANCE PROVISIONS
Infrastructure

This Exhibit to the Community Development Block Grant Disaster Recovery (“CDBG-DR”) Program Memorandum of Agreement contains supplementary compliance conditions for use with procured contracts and project 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 project agreements funded fully or in part by the CDBG-DR Program by Lee County and the Department.

By signing this Exhibit, the Department 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)

Upon completion of approved activity(ies) funded under this Agreement and prior to the funding expiration date of this Agreement, whichever comes first, the Department must document that the approved activity(ies) met the approved National Objective, as necessary.

For Departments with a National Objective requirement, the County shall review the actual National Objective achievements of the activity. If the Department 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 Department.

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 SRGA'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 Department 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 Department or Contractor agrees to notify SRGA, immediately upon receipt of any assistance later received for the same purpose as the CDBG-DR funds and that exceeds the total need for the particular recovery purpose.

- a. CDBG-DR Funds as Match (Infrastructure):** When applicable and approved by the County, Departments may use grant funds to satisfy a match requirement, share, or contribution for any other Federal program when used to carry out an eligible CDBG-DR activity. This includes programs or activities administered by the Federal Emergency Management Agency (FEMA) or U.S. Army Corps of Engineers (USACE). Per the Housing and Community Development Act section 105(3), only \$250,000 or less of CDBG-DR funds may be used for the non-Federal cost-share of any project funded by USACE. Furthermore, Appropriations acts prohibit the use of CDBG-DR funds for any activity reimbursable by, or which funds are also made available by, FEMA or USACE.

For all match activities, Departments must document that CDBG-DR funds have been used for the actual costs incurred for the assisted project and for costs that are eligible, meet a national objective, and meet other applicable CDBG requirements.

3. EQUAL EMPLOYMENT OPPORTUNITY

The obligations undertaken by the Department 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 Department 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 Department 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 Department 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 Department 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 Department 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 Department or Contractor shall comply with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001). The Department 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 Department 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, if a Department is a state agency or an agency of a political subdivision of a state, it 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. **CONSTRUCTION STANDARDS**

While the following Construction Standards requirements are called out below, the Department also certifies and acknowledges that it has read and complies with all requirements as noted within the *CDBG-DR Construction Standards Procedure* for Housing Programs and applicable program guidelines.

- a. **Green and Resilient Building Standards in Housing:** All new construction or rehabilitation of residential structures must meet an industry-recognized standard that has achieved certification under (i) Enterprise Green Communities; (ii) LEED

(New Construction, Homes, Midrise, Existing Buildings Operations and Maintenance, or Neighborhood Development); (iii) ICC-700 National Green Building Standard Green+ Resilience; (iv) Living Building Challenge; or (v) any other equivalent comprehensive green building program acceptable to HUD. Additionally, all such covered construction must achieve a minimum energy efficiency standard, such as (i) ENERGY STAR (Certified Homes or Multifamily High-Rise); (ii) DOE Zero Energy Ready Home; (iii) EarthCraft House, EarthCraft Multifamily; (iv) Passive House Institute Passive Building or EnerPHit certification from the Passive House Institute US (PHIUS), International Passive House Association; (v) Greenpoint Rated New Home, Greenpoint Rated Existing Home (Whole House or Whole Building label); (vi) Earth Advantage New Homes; or (vii) any other equivalent energy efficiency standard acceptable to HUD

b. Elevation Standards (Housing and Infrastructure):

- i. ***Mixed-use and Non Residential:*** Non-residential structures and infrastructure must be elevated or floodproofed, in accordance with FEMA floodproofing standards at 44 CFR 60.3(c)(3)(ii) or successor standard, up to at least two feet above base flood elevation.
- ii. ***Critical Actions:*** Structures and services defined at 24 CFR 55.2(b)(3) and within the 500-year (or 0.2 percent annual chance) floodplain must be elevated or floodproofed (in accordance with FEMA floodproofing standards at 44 CFR 60.3(c)(2-3) or successor standard) to the higher of the 500-year floodplain elevation or three feet above the 100-year floodplain elevation.

c. Planning and Design (Infrastructure): All newly constructed infrastructure that is assisted with CDBG-DR funds must be designed and constructed to withstand extreme weather events and the impacts of climate change. To satisfy this requirement, the Department is required to provide resilience performance metrics as identified by SRGA.

d. Flood Control Structures (Infrastructure and Non-Residential Structures): Departments that use CDBG-DR funds to assist flood control structures (i.e., dams and levees) are prohibited from using CDBG-DR funds to enlarge a dam or levee beyond the original footprint of the structure that existed before the disaster event, without obtaining approval from the County, HUD, and any Federal agencies that HUD determines are necessary based on their involvement or potential involvement with the levee or dam. Additional requirements and approval steps are outlined under Federal Register Notice guidance at 88 FR 32046.

7. CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, VETERAN OWNED BUSINESSES, AND LABOR SURPLUS

AREA FIRMS

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

- a. Placing qualified small and minority businesses, veteran owned businesses, and women's business enterprises on solicitation lists:
- b. Assuring that small and minority businesses, and women's and veteran'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, veteran owned, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, veteran owned businesses, 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.

8. POLITICAL ACTIVITY

The Department 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.

9. LOBBYING PROHIBITION AND BYRD ANTI-LOBBYING AMENDMENT

The Department 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 Department 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 Department certifies that it will not use CDBG-DR funds 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 SRGA and/or the Department suspects such action of occurring, SRGA reserves the right to request that the Department 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 Department 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.

10. DEBARMENT AND SUSPENSION

A contract award ([2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235).

By executing this Agreement or contract, the Department or Contractor verifies and

affirms that it has not been suspended or debarred from participating in or receiving federal government contracts, subcontracts, loans, grants or other assistance programs and will not enter into contracts with any entity that has been suspended or debarred from federal contract work.

11. CONFLICT OF INTEREST

Per [Lee County HR Policy 206: Code of Ethics](#) and [Part III of Chapter 112, Florida Statutes](#), No officer or employee of the County 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 Department 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 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.

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

Per [2 CFR 200.322](#), as appropriate and to the extent consistent with law, the Department 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.

13. DAVIS-BACON AND RELATED LABOR STANDARD ACTS

- a. **Davis Bacon Act:** Department or Contractor shall comply with the Davis Bacon Act (40 U.S.C. §§ 31413148) and 29 CFR Subtitle A, Parts 1, 3 and 5, as applicable, to construction, alteration, and repair contracts over \$2,000.00.

- b. **AntiKickback Act of 1986:** Department or Contractor shall ensure that all contracts comply with the AntiKickback Act of 1986 (41 U.S.C. §§ 5158) that prohibits attempted as well as completed "kickbacks," which include any money, fees, commission, credit, gift, gratuity, thing of value, or compensation of any kind.
- c. **Contract Work Hours and Safety Standards Act of 1962:** Department or Contractor shall ensure all contracts comply with the Contract Work Hours and Safety Standards Act of 1962 (40 U.S.C. § 3702) which requires that workers receive overtime compensation at a rate of one and one-half (1-1/2) times their regular hourly wage after they have worked forty (40) hours in one week.
- d. For the purposes of this requirement "construction work" includes, but is not limited to, rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this agreement or contract. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the "construction contract").
- e. Department or Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the County for review upon request.

14. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

The work to be performed under this contract may be subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3), and implementing regulation at [24 CFR, Part 75](#). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The responsibilities outlined in 24 CFR Part 75.19 include:

- a. Implementing procedures designed to notify Section 3 workers about training and employment opportunities generated by Section 3 covered assistance and Section 3 business concerns about contracting opportunities generated by Section 3 covered assistance.
- b. Notifying potential Contractors for Section 3 covered projects of the requirements of Part 75, Subpart C and incorporating the Section 3 clause set forth below in all solicitations and contracts in excess of \$100,000 as required at 24 CFR 75.27.

Section 3 Clause

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implements Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

The contractor acknowledges that Departments, contractors, and subcontractors are required to meet the employment, training, and contraction requirements of 24 CFR 75.19, regardless of whether Section 3 language is included in recipient or Department agreements, program regulatory agreements, or contracts.

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.

Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

The contractor agrees to submit, and shall require its subcontractors to submit to them, annual reports detailing the total number of labor hours worked on the Section 3 Project, the total number of labor hours worked by Section 3 Workers, and the total number of hours worked by Targeted Section 3 Workers, and any affirmative efforts made during the quarter to direct hiring efforts to low- and very low-income persons, particularly persons who are Section 3 workers and Targeted Section 3 workers.

- c. Facilitating the training and employment of Section 3 workers and the award of contracts to Section 3 business concerns by undertaking activities such as described in Section 75.25(b), as appropriate, to reach the goals set forth in Section 75.23 and in Federal Register Vol. 85, No. 189, page 60909, until superseded by HUD in a subsequent publication. As of September 29, 2020, the minimum Section 3 benchmark is twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers; and five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers.
- d. Documenting actions taken to comply with the foregoing requirements, the results of those actions taken and impediments, if any.

15. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970, AS AMENDED (42 U.S.C. 4601 et seq.) – “URA”

The Department understands that activities and projects it undertakes with CDBG–DR funds may be subject to the URA at 49 CFR Part 24, section 104(d) of the HCDA (42 U.S.C. 5304(d)), and CDBG program requirements related to displacement, relocation, acquisition, and replacement of housing, except as modified by waivers and alternative requirements provided in Federal Register Notices 88 FR 3198 and 88 FR 32046. In such Notices, HUD waived or provided alternative requirements for the purpose of promoting the availability of decent, safe, and sanitary housing with respect

to the use of CDBG–DR funds allocated under the Consolidated Notice.

Departments are required to adopt the County’s Residential Anti-Displacement and Relocation Assistance Plan or establish separate optional relocation policies prior to undertaking any activity assisted with CDBG-DR funding which involves relocation. The written policy must be available to the public, describe the relocation assistance that the Department has elected to provide, and provide for equal relocation assistance within each class of displaced persons according to 24 CFR 570.606(d).

In the event of displacement because of a federally funded award, Departments must comply with the URA, for any household, regardless of income, which is involuntarily and permanently displaced, and to comply with Section 104(d). The County also provides notice to Departments that any demolition or disposition of public housing is subject to Section 18 of United States Housing Act of 1937, as amended, and 24 CFR Part 970.

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

Per [2 CFR 200.216](#), Recipients and Departments 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.

17. AGREEMENTS BETWEEN LEE COUNTY AND CONTRACTORS

- a. The Department 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 Department to undertake Approved Activities.

b. An agreement between the Department 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.

18. 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 Department 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 Department 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.

19. PATENTS

a. The Department 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 Department or Contractor.
- c. If the Department 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 copyrighted 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 Department 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 copyrighted 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.

20. COPYRIGHT

No materials, to include but not limited to reports, maps, or documents produced as a result of the completion of this project, in whole or in part, shall be available to the Department 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.

21. DRUG-FREE WORKPLACE ACT OF 1988

To comply with this Act, Lee County has implemented [HR Policy 205: Drugs and Alcohol in the Workplace](#).

- 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 drug-free workplace by meeting the requirements of the act.

22.EMPLOYMENT ELIGIBILITY VERIFICATION SYSTEM (E-VERIFY)

Departments must certify that they will 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
- a. 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/>.

- b. If the Department or its contractors, consultants, or vendors, 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 the Department Agreement.

23. 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.

24. PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION

The Department will adhere to [Lee County HR Policy 206: Code of Ethics](#) pertaining to Payments of Bonus or Commission.

- a. 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.

25. CONFIDENTIAL FINDINGS

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

26. ACCESS TO RECORDS – MAINTENANCE OF RECORDS

The department will maintain access to records to ensure the awarding agency, Lee County Clerk, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, at all reasonable times, access to and the right to inspect, copy, audit, and examine all such records related to project related expenditures and job generation as a result of the above described project until the completion of all close-out procedures, thru recordkeeping deadlines respecting the grant, and until the final settlement and conclusions of all issues arising out of the grant. All records connected with any contract will be maintained in a central location by the Department and will be maintained for a period of five (5) years from the official date of the County's final closeout of the grant.

27. INSPECTION

The awarding agency, Lee County Clerk, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, at all reasonable times, will have access to and the right to inspect, copy, audit, and examine all such records related to project related expenditures and job generation as a result of the above described project until the completion of all close-out procedures, thru recordkeeping deadlines respecting the grant, and until the final settlement and conclusions of all issues arising out of the grant.

28. 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.

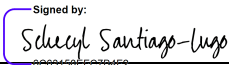
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	_____	_____
	Signature	Date
	Schecyl Santiago-Lugo, Director	

EXHIBIT G

CDBG-DR SPECIAL TERMS AND CONDITIONS

This Exhibit contains special conditions for Memorandums of Agreement for activities 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 agreements funded fully or in part by the CDBG-DR Program by LEE COUNTY (County) and the Lee County FLEET MANAGEMENT.

1. INITIAL RISK ASSESSMENT

The Department has provided, or will provide, SRGA with information about the Department’s experience, processes, policies, and procedures related to the management of Federal funding by the Department. These submissions, in addition to discussions with the Department, have been used by SRGA 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 Department that impact the implementation of this Agreement, the Department shall notify SRGA of said changes within 30 days of those changes.

The Department agrees to provide documents and information to SRGA, within 30 days of such a request made by SRGA, to facilitate its due diligence review as required by Federal Register Notice 88 FR 32046. Department further agrees to comply with the requirements, requests, and results of SRGA’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 Department agrees to provide documents and information, within 10 days of such a request made by SRGA, to facilitate SRGA’s risk assessment process. The Department further agrees to comply with the requirements, requests, and results of SRGA’s risk assessment, including participation in subsequent monitoring events.

3. SPECIAL CONDITIONS

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

A. ENVIRONMENTAL REVIEW SPECIAL CONDITION

The environmental review for this project is currently classified as “Exempt” under 24 CFR §58.34. However, upon the completion of 30% design, the Department must initiate the process for an Environmental Assessment (EA) pursuant to 24 CFR Part 58.

The Department shall adhere to the following requirements upon reaching 30% design completion:

1. **Notification to SRGA:** The Department must notify their Grant Manager and SRGA in writing via email or a VistaTRAK note that the project has reached 30% design completion.
2. **Submission of Designs:** The Department must upload the 30% design documents to VistaTRAK for County review.
3. **Restriction on Activities:** Restriction on Activities: The Subrecipient must not bid or execute any construction contracts, commit funds, or undertake any choice-limiting actions as defined in 24 CFR 58.22, until an Authority to Use Grant Funds (AUGF) has been issued by HUD.
4. **Coordination with Lee County:** The Department must coordinate closely with Lee County Department of Strategic Resources and Government Affairs to ensure compliance with all applicable federal, state, and local environmental review requirements.

Failure to comply with these conditions may result in noncompliance findings and the withholding of reimbursement for project expenses until compliance is achieved and documented.

EXHIBIT H

STAFF ORGANIZATION

Department of Fleet Management

The Department must complete the following information, as applicable, as an extension of the requirements outlined within SECTION XIX. NOTICES of the Agreement. The Department 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 Department 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 Department 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: Certification of Time Allocation

Are there any staff who are working on both CDBG-DR and non CDBG-DR programs? YES/NO – NO
If so how many, and list names:

N/A

Section 2 - 7: Please provide contact information for the two remaining roles on the following chart.

ROLE	NAME	TITLE	DEPARTMENT	ADDRESS	TELEPHONE	EMAIL
DEPARTMENT CONTRACTS ADMINISTRATOR	Schecyl Santiago- Lugo	Director	Fleet Management	2955 Van Buren Street, Fort Myers, FL 33916	(239) 533-5377	Ssantiago- lugo@leegov.com
PROJECT MANAGER	William Dooling	Project Manager	Facilities Construction & Management	1500 Monroe Street, 4 th Floor Fort Myers, FL 33901	(239) 533-8505	wdoolingr@leegov.com
SECTION 3, DAVIS BACON AND LABOR STANDARDS COORDINATOR	Raphaela Morais- Peroba	Grants Analyst	SRGA	1500 Monroe Street, 4 th Floor Fort Myers, FL 33901	(239) 533-8782	rperoba@leegov.com
SECTION 504 COORDINATOR	Raphaela Morais- Peroba	Grants Analyst	SRGA	1500 Monroe Street, 4 th Floor Fort Myers, FL 33901	(239) 533-8782	rperoba@leegov.com
FAIR HOUSING COORDINATOR	Raphaela Morais- Peroba	Grants Analyst	SRGA	1500 Monroe Street, 4 th Floor Fort Myers, FL 33901	(239) 533-8782	rperoba@leegov.com
FINANCIAL MANAGER	Justin Chavez	Senior Fiscal Officer	Fleet Management	2955 Van Buren Street, Fort Myers, FL 33916	(239) 955-3167	jchavez@leegov.com

PROCUREMENT	Carolina Rodriguez	Procurement Analyst	Procurement Management	2115 Second Street, 1 st Floor, Fort Myers, FL 33901	(239) 533-8858	crodriguez3@leegov.com
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