

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

Blue Sheet No. 20060365

- 1. ACTION REQUESTED/PURPOSE:** Execute grant award agreements for homeownership projects using 2004/05 and 2005/06 SHIP funds and issue commitment letters for SHIP years 2006/07 and 2007/08 per recommended allocations.
- 2. WHAT ACTION ACCOMPLISHES:** Allows the county to enter into agreements with affordable housing providers for the construction of affordable homeownership housing.
- 3. MANAGEMENT RECOMMENDATION:** Approve

4. Departmental Category: 4 C4A		5. Meeting Date: 04-04-2006
6. Agenda:	7. Requirement/Purpose: (specify)	8. Request Initiated:
<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Statute	Commissioner N/A
<input type="checkbox"/> Administrative	<input type="checkbox"/> Ordinance	Department Community Development
<input type="checkbox"/> Appeals	<input type="checkbox"/> Admin. Code	Division Planning
<input type="checkbox"/> Public	<input type="checkbox"/> Other	By: Paul O'Connor, AICP, Planning Director
<input type="checkbox"/> Walk-On		POC 03/22/06

- 9. Background:** To expedite disbursement of funds, staff divided the review process into two strategies: homeownership and rental.
- Homeownership - On November 22, 2005 the BOCC approved \$159,900 in 2004/05 SHIP funds to supplement the Hurricane Housing Recovery funds. This Bluesheet deals with the balance of the 2004/05 and 2005/06 SHIP funds award recommendations, and recommendations for commitment letters for 2006/07 and 2007/08 SHIP funds.
 - Rental - The BOCC approved rental strategy projects on January 24, 2006.

RECOMMENDATIONS FOR HOMEOWNERSHIP FUNDING

2004/05 SHIP Supplemental	\$20,100
2005/06 SHIP year 1 of 3 years cycle	1,765,900
	\$1,786,000

RECOMMENDATIONS FOR COMMITMENT LETTERS

2006/07 SHIP year 2 of 3 years cycle	\$1,381,000
2007/08 SHIP year 3 of 3 years cycle	\$1,390,000
	\$2,771,000

The recommendations are in compliance with the SHIP plan and were reviewed and approved by the Affordable Housing Committee on March 20, 2006.

For 2004/05 Grant award SHIP funds are maintained in the following account LB5540513801.508309. S/L LB008
 For 2005/06 Grant award SHIP funds are maintained in the following account LB5540513801.508309. S/L LB009

Attachments: Evaluation and Recommendations charts

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
Mary Gibbs	NA	NA	NA	[Signature]	Analyst	Risk	Grants	Mgr.	[Signature]
					3/23/06	3/23/06	3/23/06	3/23/06	

- 11. Commission Action:**
- Approved**
 - Deferred**
 - Denied**
 - Other**

RECEIVED BY COUNTY ADMIN: TD
3-22-06
4-25
COUNTY ADMIN FORWARDED TO: [Signature]
3/23/06 4/21

Rec. by CoAtty
Date: 3/23/06
Time: 5:45 PM
Forwarded To: [Signature]
3/22/06

Homeownership Strategies Funding Summary--HOME 2005-06, SHIP 2004-05 Supplemental, SHIP 2005-06 to 2007-08

HO Folder	Applicant	SHIP Funds										SHIP Total				
		2005/06 HOME	2004/05 SHIP Supplemental	2005/06 SHIP- Year 1 of 3 Additional funds \$18,400, Available \$1,765,900	2006/07 SHIP- Year 2 of 3 Available (see note 2) \$1,394,190	2007/08 SHIP- Year 3 of 3 Available (see note 3) \$1,394,190	Total Requested	Recommend	Request	Recommend	Request		Total Recommended			
Homeownership- New Construction	1	D/AD-Campbell Acres	\$80,000	\$118,000	\$160,000	\$141,000	\$160,000	\$141,000	\$160,000	\$141,000	\$160,000	\$141,000	\$160,000	\$141,000	\$320,000	\$282,000
	2	Habitat for Humanity			\$1,030,000	\$654,900	\$1,075,000	\$450,000	\$1,205,000	\$580,000	\$3,490,000	\$1,705,000	\$1,705,000	\$1,705,000	\$3,490,000	\$1,705,000
	3	Lee County HDC			\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,040,000
	4	Bonita Springs HDC			\$810,000	\$445,000	\$620,000	\$385,000	\$620,000	\$385,000	\$2,145,000	\$1,310,000	\$1,310,000	\$1,310,000	\$2,145,000	\$1,310,000
See Note 1	Lee Co. DHS Hurricane Supplemental	\$80,000	\$118,000	\$2,400,000	\$1,640,900	\$2,255,000	\$1,356,000	\$2,225,000	\$1,320,000	\$7,314,900	\$4,496,900	\$4,496,900	\$4,496,900	\$7,314,900	\$4,496,900	
Total																
Homeownership- Rehabilitation	5	CHR-Santibel			\$100,000	\$100,000	\$100,000	\$100,000	\$115,000	\$45,000	\$115,000	\$45,000	\$115,000	\$45,000	\$115,000	\$45,000
	6	Lee County HDC			\$100,000	\$100,000	\$100,000	\$100,000	\$115,000	\$45,000	\$115,000	\$45,000	\$115,000	\$45,000	\$115,000	\$45,000
Total																
Homeownership- Barrier Free	7	Builders Care, Inc.			\$100,000	\$0	\$100,000	\$0	\$100,000	\$0	\$100,000	\$0	\$100,000	\$0	\$100,000	\$0
		Total			\$100,000	\$0	\$100,000	\$0	\$100,000	\$0	\$100,000	\$0	\$100,000	\$0	\$100,000	\$0
Education	8	Lee County HDC			\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$75,000
		Total			\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$75,000
Grand Total Requested/Recommended			\$80,000	\$118,000	\$4,34,900	\$1,765,900	\$2,360,000	\$1,394,190	\$2,465,000	\$1,394,190	\$7,904,900	\$4,716,900	\$4,716,900	\$7,904,900	\$4,716,900	

Note 1: On November 22, 2005, per Bluesheet 20051658, Lee County Department of Human Services (DHS) was awarded \$159,900 in SHIP funds to supplement 2005/06 Hurricane Housing Recovery funds for homeownership.
Note 2: 2006/07 Available = 1,394,190 less recommended \$1,381,000 = \$13,190, amount too small to be awarded now, will be awarded in supplemental cycle.
Note 3: 2007/08 Available = 1,394,190 less recommended \$1,390,000 = \$4,190, amount too small to be awarded now, will be awarded in supplemental cycle.

HOME 2005-06, SHIP 2004-05, SHIP 2005-06 through SHIP 2007-08 HOMEOWNERSHIP STRATEGIES

Applicant/ Project Location	Funding Source/ (Folder & File #)	Project Description & # of Units	Requested		Amount of Other Funding	HOME/SHIP \$ Per Unit/ Cost per Unit M=Mod, L=Low VL=Very L Income	Recommendations		Comments
			Amount Requested/Total Project Cost	Amount Requested/Total Project Cost			House- holds & Income	Amount	
Homeownership - New Construction									
DIAD, Inc. (DIAD)	HOME 2005-06	8 SF dwell units Location: Campbell Acres Subdivision (off Ortiz Ave.), East Ft. Myers In come: (See below, Phases I & II, total of 8 L)	\$ 80,000 HOME Total \$1,103,480 Total Cost Note 1: DIAD included the HOME request into its 05-06 and 06-07 SHIP applications. Note 2: 8 lots from Kulhan Estate (\$6,000/lot for \$48,000 total land cost)	\$ 160,000 SHIP 2005-06 \$ 160,000 SHIP 2006-07 \$ 120,000 poss. CDBG Ft. Myers \$ 277,800 Mortgage \$ 305,680 Mortgage \$1,023,480 Total	\$10,000 HOME Cost per L Unit/ \$134,450 in 2005- 06; \$141,420 in 2006- 07 (See below)	N/A	N/A	Awarded: \$118,000 HOME 2005-2006 Recommended: \$141,000 SHIP 2005-06 \$141,000 SHIP 2006-07 \$282,000 Total SHIP \$400,000 Grand Total SHIP & HOME Total Requested: \$ 80,000 HOME 2005-2006 \$160,000 SHIP 2005-06 \$160,000 SHIP 2006-07 \$400,000 Total Theodore Kulhan Estate has given DIAD right of first purchase on 18 lots at \$6,000 per lot in the Campbell Acres Subdivision. Applicant is using right of first purchase for 8 Kulhan Estate lots for the proposed 8 single-family dwelling units (4 projected during SHIP 2005-06 and 4 projected during SHIP 2006-07).	
	SHIP 2004-05								
	SHIP 2005-06 (1-1 HO)	Phase I: 4SF dwell units Location: Campbell Acres Income: 4 L	\$160,000 SHIP \$537,800 Total Cost See Notes 1 and 2	\$ 40,000 HOME \$ 60,000 possible CDBG Ft. Myers \$277,800 Mortgage \$377,800 Total	\$40,000 SHIP Cost per L Unit/ \$134,450 Cost per Unit	4 L	\$141,000		
	SHIP 2006-07 (1-2 HO)	Phase II: 4SF dwell units Location: Campbell Acres Income: 4 L	\$160,000 SHIP \$565,680 Total Cost See Notes 1 and 2	\$ 40,000 HOME \$ 60,000 possible CDBG Ft. Myers \$305,680 Mortgage \$405,680 Total	\$40,000 SHIP Cost per L Unit/ \$141,420 Cost per Unit	4 L	\$141,000		
	SHIP 2007-08								Completion: Dec. 2007 (SHIP 2005-06) Completion: Dec. 2008 (SHIP 2006-07)

HOME 2005-06, SHIP 2004-05, SHIP 2005-06 through SHIP 2007-08 HOMEOWNERSHIP STRATEGIES

Applicant/ Project Location	Funding Source/ (Folder & File #)	Project Description & # of Units	Requested		Amount of Other Funding	HOME/SHIP \$ Per Unit/ Cost per Unit M=Mod, L=Low VL=Very L Income	Recommendations		Comments
			Amount Requested/Total Project Cost	Amount Requested/Total Project Cost			House- holds & Income	Amount	
Homeownership - New Construction									
DIAD, Inc. (DIAD)	HOME 2005-06	8 SF dwell units Location: Campbell Acres Subdivision (off Ortiz Ave.), East Ft. Myers Income: (See below, Phases I & II, total of 8 L)	\$ 80,000 HOME Total \$1,103,480 Total Cost	\$ 160,000 SHIP 2005-06 \$ 160,000 SHIP 2006-07 \$ 120,000 poss. CDBG Ft. Myers \$ 277,800 Mortgage \$ 305,680 Mortgage \$1,023,480 Total	\$10,000 HOME Cost per L Unit/ \$134,450 in 2005- 06; \$141,420 in 2006- 07 (See below)				Awarded: \$118,000 HOME 2005-2006 Recommended: \$141,000 SHIP 2005-06 \$141,000 SHIP 2006-07 \$282,000 Total SHIP \$400,000 Grand Total SHIP & HOME Total Requested: \$ 80,000 HOME 2005-2006 \$160,000 SHIP 2005-06 \$160,000 SHIP 2006-07 \$400,000 Total
East Ft. Myers	(See folders below)		Note 1: DIAD included the HOME request into its 05-06 and 06-07 SHIP applications. Note 2: 8 lots from Kulhan Estate (\$6,000/lot for \$48,000 total land cost)				N/A	N/A	
	SHIP 2004-05								
	SHIP 2005-06 (1-1 HO)	Phase I: 4SF dwell units Location: Campbell Acres Income: 4 L	\$160,000 SHIP \$537,800 Total Cost See Notes 1 and 2	\$ 40,000 HOME \$ 60,000 possible CDBG Ft. Myers \$277,800 Mortgage \$377,800 Total	\$40,000 SHIP Cost per L Unit/ \$134,450 Cost per Unit		4 L	\$141,000	Theodore Kulhan Estate has given DIAD right of first purchase on 18 lots at \$6,000 per lot in the Campbell Acres Subdivision. Applicant is using right of first purchase for 8 Kulhan Estate lots for the proposed 8 single-family dwelling units (4 projected during SHIP 2005-06 and 4 projected during SHIP 2006-07).
	SHIP 2006-07 (1-2 HO)	Phase II: 4SF dwell units Location: Campbell Acres Income: 4 L	\$160,000 SHIP \$565,680 Total Cost See Notes 1 and 2	\$ 40,000 HOME \$ 60,000 possible CDBG Ft. Myers \$305,680 Mortgage \$405,680 Total	\$40,000 SHIP Cost per L Unit/ \$141,420 Cost per Unit		4 L	\$141,000	
	SHIP 2007-08								Completion: Dec. 2007 (SHIP 2005-06) Completion: Dec. 2008 (SHIP 2006-07)

HOME 2005-06, SHIP 2004-05, SHIP 2005-06 through SHIP 2007-08 HOMEOWNERSHIP STRATEGIES

Applicant/ Project Location	Funding Source/ (Folder & File #)	Project Description & # of Units	Requested			Recommendations			Comments
			Amount Requested/Total Project Cost	Amount of Other Funding	SHIP \$ Per Unit/ Cost per Unit M=Mod, L=Low VL=Very L Income	House- holds & Income	Amount		
Homeownership- New Construction									
Habitat for Humanity of Lee County, FL (Habitat)	HOME 2005-06								
Uninc. Lee County, Ft. Myers, Bonita Springs, Cape Coral	SHIP 2004-05 (2-1 HO)	4 SF dwell units Location: 4-Uninc. Lee County (N. Ft. Myers) Income: 4 VL	\$180,000 SHIP \$620,040 Total Cost	\$440,040 Contributions 0% Habitat mortgage	\$45,000 SHIP Cost per VL Unit/ \$155,010 Cost per Unit				Recommended: \$20,100 SHIP 2004-05 \$654,900 SHIP 2005-06 \$450,000 SHIP 2006-07 \$580,000 SHIP 2007-08 \$1,705,000 Total
	SHIP 2005-06 (2-2 HO)	24 SF dwell units Location: 19-Uninc. Lee County 5-Ft. Myers Income: 14 VL 10 L	\$1,030,000 SHIP \$3,720,240 Total Cost	\$2,690,240 Contributions 0% Habitat mortgage	\$45,000 SHIP Cost per VL Unit; \$40,000 Cost per L Unit/ \$155,010 Cost per Unit	15 VL	\$20,100 \$654,900 \$675,000	Total Requested: \$ 180,000 SHIP 2004-05 \$1,030,000 SHIP 2005-06 \$1,075,000 SHIP 2006-07 \$1,205,000 SHIP 2007-08 \$3,490,000 Total Applicant has site control.	
	SHIP 2006-07 (2-3 HO)	25 SF dwell units Location: 14-Uninc. Lee County 6-Bonita Springs 5-Cape Coral Income: 15 VL 10 L	\$1,075,000 SHIP \$3,875,250 Total Cost	\$2,800,250 Contributions 0% Habitat mortgage	\$45,000 SHIP Cost per VL Unit; \$40,000 Cost per L Unit/ \$155,010 Cost per Unit	10 VL	\$450,000	Completion: Dec. 2006 (SHIP 2004-05) Completion: Dec. 2007 (SHIP 2005-06) Completion: Dec. 2008 (SHIP 2006-07) Completion: Dec. 2009 (SHIP 2007-08)	
	SHIP 2007-08 (2-4 HO)	28 SF dwell units Location: 28 Uninc. Lee County Income: 17 VL 11 L	\$1,205,000 SHIP \$4,340,280 Total Cost	\$3,135,280 Contributions 0% Habitat mortgage	\$45,000 SHIP Cost per VL Unit; \$40,000 Cost per L Unit/ \$155,010 Cost per Unit	12 VL 1 L	\$540,000 \$40,000 \$580,000		

HOME 2005-06, SHIP 2004-05, SHIP 2005-06 through SHIP 2007-08 HOMEOWNERSHIP STRATEGIES

Applicant/ Project Location	Funding Source/ (Folder & File #)	Project Description & # of Units	Requested		Recommendations			Comments
			Amount Requested/Total Project Cost	Amount of Other Funding	SHIP \$ Per Unit/ Cost per Unit M=Mod, L=Low VL=Very L Income	House- holds & Income	Amount	
Homeownership - New Construction								
Lee County Housing Development Corporation (LCHDC) Ft. Myers and Lee County	HOME 2005-06							
	SHIP 2004-05							
	SHIP 2005-06 (3-1 HO)	10 SF dwell units Location: 10-Ft. Myers Income: 10 L	\$ 400,000 SHIP \$1,937,471 Total Cost	\$ 476,000 FHFC HOME CLT \$ 310,343 FHFC Home DPA \$ 751,128 Mort./Cust. Contrib. \$1,537,471 Total	\$40,000 SHIP Cost Per L Unit/ \$193,747 Cost per Unit	10 L	\$400,000	Recommended: \$400,000 SHIP 2005-06 \$400,000 SHIP 2006-07 \$240,000 SHIP 2007-08 \$1,040,000 Total
	SHIP 2006-07 (3-2 HO)	10 dwell units (5 duplex) Location: 10-Lee County Income: 10 L	\$ 400,000 SHIP \$2,049,390 Total Cost	\$ 700,000 FHFC HOME DPA \$ 949,390 Mort./Cust. Contrib. \$1,649,390 Total	\$40,000 SHIP Cost Per L Unit/ \$204,939 Cost per Unit	10 L	\$400,000	Total Requested: \$ 400,000 SHIP 2005-06 \$ 400,000 SHIP 2006-07 \$ 400,000 SHIP 2007-08 \$1,200,000 Total SHIP 2005-06: Site control for 10 units. SHIP 2006-07: Site control for 10 units. SHIP 2007-08: Site control for 6 units.
	SHIP 2007-08 (3-3 HO)	10 dwell units (3 duplex and 4 SF) Location: 10-Lee County Income: 10 L	\$ 400,000 SHIP \$2,084,390 Total Cost	\$ 700,000 FHFC HOME DPA \$ 984,390 Mort./Cust. Contrib. \$1,684,390 Total	\$40,000 SHIP Cost Per L Unit/ \$280,439 Cost per Unit	6 L	\$240,000	Units to be developed as part of a Community Land Trust. Completion: Dec. 2006 (SHIP 2004-05) Completion: Dec. 2007 (SHIP 2005-06) Completion: Dec. 2008 (SHIP 2006-07)

HOME 2005-06, SHIP 2004-05, SHIP 2005-06 through SHIP 2007-08 HOMEOWNERSHIP STRATEGIES

Applicant/ Project Location	Funding Source/ (Folder & File #)	Project Description & # of Units	Requested		Recommendations			Comments
			Amount Requested/Total Project Cost	Amount of Other Funding	SHIP \$ Per Unit/ Cost per Unit M=Mod, L=Low VL=Very L Income	House- holds & Income	Amount	
Homeownership - New Construction								
Bonita Springs Housing Development Corporation (BSHDC)	HOME 2005-06 SHIP 2004-05 (4-1 HO)	3 SF dwell units Location: Bonita Spr Income: 1 VL 2 L	\$ 95,000 SHIP \$550,701 Total Cost	34,662.16 FL Com Loan Fund 1,824.32 BSHDC 3,000.00 Enterprise Found. 1,216.22 Enterprise Found. 30,300.00 Impact/Water Crts 56,337.90 CLT 46,848.66 Infrastructure 279,711.95 Owner Mortgages 1,800.00 Owner DPA \$455,701.21 Total	\$35,000 SHIP Cost per VL Unit; \$30,000 Cost per L Unit/ \$183,567 Cost per Unit			Recommended: \$445,000 SHIP 2005-06 \$365,000 SHIP 2006-07 \$500,000 SHIP 2007-08 \$1,310,000 Total
Rosemary Park Dr. and Red Hibiscus Dr. in Bonita Springs	SHIP 2005-06 (4-2 HO)	20 SF dwell units Location: Bonita Spr. Income: 8 VL 10 L 2 M	\$ 810,000 SHIP \$3,671,355 Total Cost	184,864.86 FL Com Loan Fund 39,692.60 Colonial Bank 46,461.60 PLP (Red Hibiscus) 249,859.46 Infrastructure 86,486.49 CityTrust Fnd Loan 138,432.43 Imp./Water Credits 16,000.00 Enterprise Found. 6,486.49 Enterprise% Loan 411,151.40 CLT 18,500.00 Homebuyer DP 1,663,419.49 Mortgages \$2,861,354.70 Total	\$45,000 SHIP Cost per VL Unit; \$40,000 Cost per L Unit; \$25,000 Cost per M Unit/ \$183,567 Cost per Unit	1 VL 10 L	\$45,000 \$400,000 \$445,000	BSHDC has site control and zoning approval: Rosemary Park BS-Z-Ord-05-13 and Red Hibiscus BS-Z-Ord-05-17. Mary Sorge, Exec Dir of the BSHDC w/19 yrs experience, is retiring. The BSHDC is now interviewing candidates for her position w/start date of early of April. Mary has committed to stay until the end of April. If new Exec. Dir is not hired then a board member will be interim director. The Assist Director plans to stay on and provide continuity. Units to be developed as part of a Community Land Trust. Completion: Dec. 2006 (SHIP 2004-05) Completion: Dec. 2007 (SHIP 2005-06) Completion: Dec. 2008 (SHIP 2006-07) Completion: Dec. 2009 (SHIP 2007-08)
	SHIP 2006-07 (4-3 HO)	16 SF dwell units Location: Bonita Spr. Income: 5 VL 8 L 3 M	\$ 620,000 SHIP \$2,937,084 Total Cost	173,310.81 First Mortgage 47,538.46 Colonial Bank 72,692.31 PLP 249,849.28 Infrastructure 54,054.00 City Trust FndLoan 110,745.28 Imp./WaterCredits 10,000.00 Enterprise Found 4,054.00 Enterprise 0% Ln 325,881.12 CLT 1,268,958.59 Mortgages \$2,317,083.70 Total	\$45,000 SHIP Cost per VL Unit; \$40,000 Cost per L Unit; \$25,000 Cost per M Unit/ \$183,567 Cost per Unit	1 VL 8 L	\$45,000 \$320,000 \$365,000	
	SHIP 2007-08 (4-4 HO)	16 SF dwell units Location: Bonita Spr. Income: 5VL, 8L,3M	\$ 620,000 SHIP \$2,937,084 Total Cost	Same as above	Same as above	4 VL 8 L	\$180,000 \$320,000 \$500,000.	

HOME 2005-06, SHIP 2004-05, SHIP 2005-06 through SHIP 2007-08 HOMEOWNERSHIP STRATEGIES

Applicant/ Project Location	Funding Source/ (Folder & File #)	Project Description & # of Units	Requested			Recommendations			Comments
			Amount Requested/Total Project Cost	Amount of Other Funding	SHIP \$ Per Unit/Cost per Unit M=Mod, L=Low VL=Very L Income	House- holds & Income	Amount		
Rehabilitation-General Community Housing and Resources, Inc. (CHR) /Sanibel Employer Housing Initiative (2 duplex units: 975, 977, 985 and 987 Beach Rd., Sanibel)	HOME 2005-06								
	SHIP 2004-05								
	SHIP 2005-06								
	SHIP 2006-07								
	SHIP 2007-08 (5-1 HO)	4 dwell units (2 duplexes) Location: Sanibel Income: 2 L owner and 2 M owner	\$115,000 SHIP \$45,000 SHIP for rehabbing the units (\$11,250 per unit for replacement of windows, interior fixtures, HVAC units, flooring, water conservation toilets, appliances and exterior siding. \$70,000 for down payment assistance (\$15,000 per unit). \$575,000 Total Cost	\$25,000 CHR Reserves \$25,000 Buyer's Equity \$260,000 1 st Mortgage (TBA) \$150,000 CHR soft sub \$460,000 Total City of Sanibel (land value) Private donors (building value)	\$11,250 SHIP Rehab per DU; \$17,500 SHIP DPA per DU/ Unit Previous SHIP rehab funds: Including 1994,1995 and 1997 these 2 duplexes received an average total of \$10,000/unit in SHIP rehab funds	2 L 2 M	\$22,500 \$22,500 \$45,000	Recommended: \$45,000 SHIP 2007-08 Total Requested: \$115,000 SHIP 2007-08 CHR currently owns the two duplexes (4 units: 2 -two bedroom and 2-one bedroom) and rents them out at below market rates and manages them. The proposal entails transforming these rentals into owner occupied units. By 1. Rehabilitating the 2 duplexes 2. Establishing a CHR Community Land Trust 3. Selling the four units under the Community Land Trust to 4 households with city of Sanibel employees – project's goal is to provide long term workforce housing. Completion date:Nov. 2008(SHIP 2007- 08)	

HOME 2005-06, SHIP 2004-05, SHIP 2005-06 through SHIP 2007-08 HOMEOWNERSHIP STRATEGIES

Applicant/ Project Location	Funding Source/ (Folder & File #)	Project Description & # of Units	Requested			Recommendations			Comments
			Amount Requested/Total Project Cost	Amount of Other Funding	SHIP \$ Per Unit/ Cost per Unit M=Mod, L=Low VL=Very L Income	House- holds & Income	Amount		
Rehabilitation-General Lee County Housing Development Corporation (LCHDC) (Scattered Site Rehabilitation) Unincorporated Lee County: -Ft. Myers -N. Ft. Myers -Lehigh Acres	HOME 2005-06								
	SHIP 2004-05								
	SHIP 2005-06 (6-1 HO)	4 SF dwell units Location: Uninc. Lee County Income: 4L	\$100,000 SHIP \$531,293 Total Cost	\$160,000 LCDHS Subsidy \$271,293 Mort. /Customer. Contrib. \$431,293 Total	\$25,000 SHIP Cost per L Unit/ \$132,824 Cost per Unit	4 L	\$100,000		Recommended: \$100,000 SHIP 2005-06 Total Requested: \$100,000 SHIP 2005-06 LCHDC and Lee County DHS are partnering to rehabilitate and sell 4 existing properties to eligible SHIP homebuyers using the Community Land Trust concept. Applicant has site control. Completion: Dec. 2007 (SHIP 2005-06)
	SHIP 2006-07								
	SHIP 2007-08								

HOME 2005-06, SHIP 2004-05, SHIP 2005-06 through SHIP 2007-08 HOMEOWNERSHIP STRATEGIES

Applicant/ Project Location	Funding Source/ (Folder & File #)	Project Description & # of Units	Requested Amount Requested/Total Project Cost	Amount of Other Funding	SHIP \$ Per Unit/ Cost per Unit M=Mod, L=Low VL=Very L Income	Recommendations		Comments
						House- holds & Income	Amount	
Rehabilitation-Barrier Free								
Lee Building Association Builders Care, Inc.	HOME 2005-06 SHIP							
(Builders Care)	SHIP 2004-05							
Provide handicap accessible modification for homes of eligible households	SHIP 2005-06 (7-1 HO)	5 (but up to 20) SF dwell units Location: Lee County Income: 5 L	\$100,000 SHIP/estimated at least \$20,000 rehab cost per unit.	Builders Care Members of the Lee Building Industry Assn. (BIA) to donate labor and materials	Total \$100,000 SHIP request finance administration --not construction costs./ \$20,000 Cost per Unit			Recommended: - 0 - Total Requested \$100,000 SHIP 2005-06 \$100,000 SHIP 2006-07 \$100,000 SHIP 2007-08 \$300,000 Total This is a recently established nonprofit that will model itself after the Builder's Care nonprofit in Jacksonville and use private contractors' donated labor and materials to make existing housing barrier free. This recently formed organization already completed a major rehab in Pine Island. Staff has offered to recommend SHIP funding for construction costs but the applicant requests funds for administration, which Lee County SHIP does not fund. The staff believes this project as presented is not viable for funding under the SHIP program and recommends no funding. In the application there is no breakdown for the proposed use of the \$100,000 requested. Completion: May 2007 (SHIP 2005-06) Completion: May 2008 (SHIP 2006-07) Completion: May 2009 (SHIP 2007-08)
	SHIP 2006-07 (7-2 HO)	Same as above	Same as above	Same as above	Same as above			
	SHIP 2007-08 (7-3 HO)	Same as above	Same as above	Same as above	Same as above			

HOME 2005-06, SHIP 2004-05, SHIP 2005-06 through SHIP 2007-08 HOMEOWNERSHIP STRATEGIES

Applicant/Project Location	Funding Source/ (Folder & File #)	Project Description & # of Units	Requested			Recommendations			Comments
			Amount Requested/Total Project Cost	Amount of Other Funding	SHIP \$ Per Unit/Cost per Unit M=Mod, L=Low VL=Very L.Income	House-holds & Income	Amount		
Homeownership Ed & Counseling Lee County Housing Development Corporation (LCHDC)	HOME 2005-06								Recommended: \$25,000 SHIP 2005-06 \$25,000 SHIP 2006-07 \$25,000 SHIP 2007-08 \$75,000 Total Total Requested: \$25,000 SHIP 2005-06 \$25,000 SHIP 2006-07 \$25,000 SHIP 2007-08 \$75,000 Total Starting in 1994 the applicant has provided SHIP funded Home Owner Counseling and Training and made it available to the entire County. The applicant has continually improved the program. Currently classes are both in English and Spanish. LCHDC purchased Counselor Max-- Freddie Mac's case management system, which automates housing counseling by streamlining client intake, tracking, and follow-up and reporting. Also Power Pay has been implemented to calculate total debt and formulate of personal debt payment programs. The state strongly recommends that communities receiving SHIP funds have a homeowner education program. The Lee Local Housing Assistance Plan calls for the implementation of such a program
	SHIP 2004-05								
	SHIP 2005-06 (8-1 HO)	100 families-formal training 269 families-individual counseling Location: Lee County Income: 40% VL 36% L 19% M	\$25,000 SHIP \$25,000 Total Cost	N/A	N/A		\$25,000		
Homeownership Counseling and Training Program	SHIP 2006-07 (8-2 HO)		\$25,000 SHIP \$25,000 Total Cost	N/A	N/A		\$25,000		
	SHIP 2007-08 (8-3 HO)		\$25,000 SHIP \$25,000 Total Cost	N/A	N/A		\$25,000		

SHIP FY (FUNDING YEAR) 2004/2005 SHIP Funds Supplementals

Folder #	Ranking	Points	Recommended Units and Funding									
			Very Low Income Units		Low Income Units		Moderate Income Units		Total			
			# Units	SHIP \$'s	# Units	SHIP \$'s	# Units	SHIP \$'s	# Units	SHIP \$'s		
Homeownership -- New Construction												
2				\$ 20,100.00					0	\$ 20,100.00		
4			6	\$ 147,270.00	5	\$ 12,630.00			11	\$ 159,900.00		
			6	\$ 167,370.00	5	\$ 12,630.00	0	\$ -	11	\$ 180,000.00		
Total												

SHIP FY (FUNDING YEAR) 2005/2006 1st Year of the 3 Year Grant Cycle (FY 05/06, 06/07, 07/08)

Folder #	Ranking	Points	Homeownership -- New Construction			Recommended Units and Funding			Total					
			Very Low Income Units # Units	SHIP \$'s	Moderate Income Units # Units	SHIP \$'s	Moderate Income Units # Units	SHIP \$'s	Very Low Income Units # Units	SHIP \$'s	Moderate Income Units # Units	SHIP \$'s		
1	3	105												
			15	\$ 654,900.00	4	\$ 141,000.00			4		\$ 141,000.00			\$ 141,000.00
2	1	110												
			10	\$ 400,000.00	10	\$ 400,000.00			15		\$ 654,900.00			\$ 654,900.00
3	2	108												
			1	\$ 45,000.00	10	\$ 400,000.00			10		\$ 400,000.00			\$ 400,000.00
4	2	108												
			16	\$ 699,900.00	24	\$ 941,000.00			11		\$ 445,000.00			\$ 445,000.00
Total									40		\$ 1,640,900.00			\$ 1,640,900.00

Folder #	Ranking	Points	Homeownership -- Rehabilitation			Recommended Units and Funding			Total					
			Very Low Income Units # Units	SHIP \$'s	Moderate Income Units # Units	SHIP \$'s	Moderate Income Units # Units	SHIP \$'s	Very Low Income Units # Units	SHIP \$'s	Moderate Income Units # Units	SHIP \$'s		
5	N/A	N/A												
			0	\$ -	4	\$ 100,000.00			4		\$ 100,000.00			\$ 100,000.00
6	1	91												
			0	\$ -	4	\$ 100,000.00			4		\$ 100,000.00			\$ 100,000.00
Total									4		\$ 100,000.00			\$ 100,000.00

Folder #	Ranking	Points	Homeownership -- Barrier Free			Recommended Units and Funding			Total					
			Very Low Income Units # Units	SHIP \$'s	Moderate Income Units # Units	SHIP \$'s	Moderate Income Units # Units	SHIP \$'s	Very Low Income Units # Units	SHIP \$'s	Moderate Income Units # Units	SHIP \$'s		
7	N/A	N/A												
			0	\$ -	0	\$ -			0		\$ -			\$ -
Total									0		\$ -			\$ -

Total Homeownership		Very Low Income Recommendations	Low Income Recommendations	Moderate Income Recommendations	Total Recommendations
16	\$ 699,900.00	28	\$ 1,041,000.00	0	\$ -
Homeownership Percentage		40%	59%	0%	99%

Education		Very Low Income Recommendations	Low Income Recommendations	Moderate Income Recommendations	Total Recommendations
8	1	123			
Total					
Education Percentage					1%

Very Low, Low and Moderate Totals		Very Low Income Recommendations	Low Income Recommendations	Moderate Income Recommendations	Total Recommendations
16	\$ 699,900.00	28	\$ 1,041,000.00	0	\$ -
Percentage Very Low, Low and Moderate		40%	59%	0%	

SHIP FY (FUNDING YEAR) 2006/2007 2nd Year of the 3 Year Grant Cycle (FY 05/06, 06/07, 07/08)

Folder #	Ranking	Points	Homeownership -- New Construction							
			Very Low Income Units		Low Income Units		Moderate Income Units		Total	
			# Units	SHIP\$'s	# Units	SHIP\$'s	# Units	SHIP\$'s		
1	4	104			4	\$ 141,000.00			4	\$ 141,000.00
2	2	110	10	\$ 450,000.00					10	\$ 450,000.00
3	1	114			10	\$ 400,000.00			10	\$ 400,000.00
4	3	108	1	\$ 45,000.00	8	\$ 320,000.00	0	\$ -	9	\$ 365,000.00
Total			11	\$ 495,000.00	22	\$ 861,000.00	0	\$ -	33	\$ 1,356,000.00

Folder #	Ranking	Points	Homeownership -- Rehabilitation							
			Very Low Income Units		Low Income Units		Moderate Income Units		Total	
			# Units	SHIP\$'s	# Units	SHIP\$'s	# Units	SHIP\$'s		
5	N/A	N/A								
6	N/A	N/A								
Total			0	\$ -	0	\$ -	0	\$ -	0	\$ -

Folder #	Ranking	Points	Homeownership -- Barrier Free							
			Very Low Income Units		Low Income Units		Moderate Income Units		Total	
			# Units	SHIP\$'s	# Units	SHIP\$'s	# Units	SHIP\$'s		
7	N/A	N/A								
Total			0	\$ -	0	\$ -	0	\$ -	0	\$ -

Folder #	Ranking	Points	Education							
			Very Low Income Units		Low Income Units		Moderate Income Units		Total	
			# Units	SHIP\$'s	# Units	SHIP\$'s	# Units	SHIP\$'s		
8	1	123								
Total			11	\$ 495,000.00	22	\$ 861,000.00	0	\$ -	33	\$ 1,356,000.00
Homeownership Percentage			36%		62%		0%		98%	

Folder #	Ranking	Points	Education							
			Very Low Income Units		Low Income Units		Moderate Income Units		Total	
			# Units	SHIP\$'s	# Units	SHIP\$'s	# Units	SHIP\$'s		
8	1	123								
Total			11	\$ 495,000.00	22	\$ 861,000.00	0	\$ -	33	\$ 1,381,000.00
Percentage Very Low, Low and Moderate			36%		62%		0%		2%	

SHIP FY (FUNDING YEAR) 2007/2008 3rd Year of the 3 Year Grant Cycle (FY 05/06, 06/07, 07/08)

Homeownership -- New Construction			Recommended Units and Funding							
Folder #	Ranking	Points	Very Low Income Units		Low Income Units		Moderate Income Units		Total	
			# Units	SHIP\$'s	# Units	SHIP\$'s	# Units	SHIP\$'s	# Units	SHIP \$'s
1	N/A	N/A	12	\$ 540,000.00	1	\$ 40,000.00	-	\$ -	13	\$ 580,000.00
2	1	110			6	\$ 240,000.00			6	\$ 240,000.00
3	3	106	4	\$ 180,000.00	8	\$ 320,000.00			12	\$ 500,000.00
4	2	108	16	\$ 720,000.00	15	\$ 600,000.00	0	\$ -	31	\$ 1,320,000.00
Total										

Homeownership -- Rehabilitation			Recommended Units and Funding							
Folder #	Ranking	Points	Very Low Income Units		Low Income Units		Moderate Income Units		Total	
			# Units	SHIP\$'s	# Units	SHIP\$'s	# Units	SHIP\$'s	# Units	SHIP \$'s
5	1	101	0	\$ -	2	\$ 22,500.00	2	\$ 22,500.00	4	\$ 45,000.00
6	N/A	N/A			2	\$ 22,500.00	2	\$ 22,500.00	4	\$ 45,000.00
Total										

Homeownership -- Barrier Free			Recommended Units and Funding							
Folder #	Ranking	Points	Very Low Income Units		Low Income Units		Moderate Income Units		Total	
			# Units	SHIP\$'s	# Units	SHIP\$'s	# Units	SHIP\$'s	# Units	SHIP \$'s
7	N/A	N/A	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Total Homeownership			16	\$ 720,000.00	17	\$ 622,500.00	2	\$ 22,500.00	35	\$ 1,365,000.00
Homeownership Percentage				52%		45%		2%		98%

Education			Recommended Units and Funding							
Folder #	Ranking	Points	Very Low Income Units		Low Income Units		Moderate Income Units		Total	
			# Units	SHIP\$'s	# Units	SHIP\$'s	# Units	SHIP\$'s	# Units	SHIP \$'s
8	1	123								
Total										
Education Percentage										2%

Homeownership -- Barrier Free			Recommended Units and Funding							
Folder #	Ranking	Points	Very Low Income Units		Low Income Units		Moderate Income Units		Total	
			# Units	SHIP\$'s	# Units	SHIP\$'s	# Units	SHIP\$'s	# Units	SHIP \$'s
16			16	\$ 720,000.00	17	\$ 622,500.00	2	\$ 22,500.00	35	\$ 1,390,000.00
Very Low, Low and Moderate Totals				52%		45%		2%		
Percentage Very Low, Low and Moderate based										

CSFA # 52.901
Contract No. C_____
Funding Source: LB 5540513801.508302 S/L LB 009

**AGREEMENT BETWEEN
THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS
And
Bonita Springs Area Housing Development Corporation**

THIS Service **Capital (check one) CONTRACT** entered this 4th day of April 2006, between LEE COUNTY hereinafter referred to as **COUNTY** and Bonita Springs Area Housing Development Corporation, Inc., a Not-for-Profit Corporation existing under the laws of the State of Florida and, hereinafter referred to as "**PROVIDER**".

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

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

ARTICLE I SCOPE OF SERVICES

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

ARTICLE II TERM OF CONTRACT

This contract shall begin **April 4, 2006** and ends **December 31, 2007** unless terminated as specified in Article VIII, Suspension/Termination.

ARTICLE III COMPENSATION AND REPORTS

A. Contract Payment

Payments will be made by the **COUNTY** to the **PROVIDER** and the **PROVIDER** agrees to accept as full compensation the total amount not to exceed **\$445,000.00** during the term of this contract, subject to the provisions of Article III B. Deferred Payment/Return of Funds, and Article VIII, Suspension/Termination. Funding is contingent upon the **COUNTY** receiving the related State funds.

B. Deferred Payment/Return of Funds

The **PROVIDER** agrees to return to the **COUNTY** any overpayments due to funds disallowed pursuant to the terms of this contract. Such funds shall be considered county funds and must be refunded to the **COUNTY** within

thirty (30) calendar days of receiving notice from the **COUNTY** in writing regarding the overpayment. Should repayment not be made in a timely manner, the **COUNTY** will charge interest of one (1) percent per month compounded on the outstanding balance after forty (40) calendar days after the date of notification or discovery. The **PROVIDER** will be required to reimburse the **COUNTY** for any acts of non-compliance resulting in disallowed costs or fines.

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

C. Required Reports

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

ARTICLE IV AUDITS, MONITORING, AND RECORDS

A. Monitoring

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

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

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

B. Audit and Inspections

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

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

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

C. Records

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

D. Independent Audit

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

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

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

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

ARTICLE V MODIFICATIONS

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

ARTICLE VI **CONTRACTOR STATUS**

A. Independent Contractor

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

B. Subcontracts

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

ARTICLE VII **RISK MANAGEMENT**

A. Indemnification

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

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

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

B. Insurance

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

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

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

C. Bonding

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

ARTICLE VIII SUSPENSION/TERMINATION

A. Suspension

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

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

B. Termination by COUNTY

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

C. Termination by PROVIDER

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

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

ARTICLE IX ASSURANCE, CERTIFICATIONS, AND COMPLIANCE

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

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

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

ARTICLE X NOTICES

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

COUNTY: ATTN: <u>Gloria M. Sajgo, AICP, Principal Planner</u> <u>Lee County Department of Community Development/Planning</u>	PROVIDER: Name: _____ Title: _____ Agency: _____ Address: _____ Telephone: _____ Web site address: _____ E-mail: _____
Telephone: (239) <u>479-8311</u>	
Fax: (239) <u>479-8161</u>	
E-mail: <u>sajgogm@leegov.com</u>	

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

OR	
Name: <u>Gloria M. Sajgo, AICP</u> (typed)	Name: _____ (typed)
_____ Signature	_____ Signature
<u>Principal Planner</u> Title	_____ Title

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

ARTICLE XI SPECIAL PROVISIONS

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

ARTICLE XII ALL TERMS AND CONDITIONS INCLUDED

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

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

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

PROVIDER:

COUNTY: LEE COUNTY

By: _____
Name (typed)

By: _____
Name (typed)

Signature of authorized officer

Signature of authorized officer

Title

Title

Date

Date

NOTARY:

ATTEST: CLERK OF CIRCUIT COURT

By: _____
Notary of Public (Signature)

By: _____

Title: _____

Date: _____

Name (Typed)

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

By: _____

Title: _____

Date: _____

ATTACHMENT 2
Bonita Springs Area Housing Development Corporation, Inc.

1. a. The Project, as approved for grant assistance, shall consist of the following authorized scope of Project work: Construction of 11 single-family homes for 1 very-low, and 10 low-income homebuyers. Construction of these homes shall be completed by December 31, 2007.
 - b. The amount of funds awarded under this grant is \$445,000.00. The Grantor is not obligated or authorized to award any funds in addition to this amount.
 - c. The purchase price of home ownership units must not exceed the maximum amount specified in the applicable Local Housing Assistance Plan (LHAP), and must meet affordability requirements in order to qualify as eligible.
 - d. The Provider is expected to make every reasonable effort to participate in program training activities offered by the Florida Housing Finance Corporation, the Florida Housing Coalition, Lee County or similar organizations in order to ensure compliance with local and State regulations governing the State Housing Initiatives Partnership Program.
2. The Grantor agrees to provide drawdowns to the Provider, upon receipt and verification of the Provider's request and documentation for project costs pursuant to and as defined in Subsection 1. a. up to a maximum of \$50,000.00 or the amount of actual cash expended by the Provider for project work, whichever is less.
 3. The Provider is hereby placed on notice that when public funds are expended by an agency, then all the financial, business, and membership records pertaining to the public agency from which or on whose behalf the payments are made, of the person, corporation, foundation, trust, association, group, or organization to whom such payments are made shall be public records and subject to the provisions of Florida Statutes, Chapter 119 Public Records.

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

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

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

4. The Provider agrees to perform all necessary requirements to assist the Grantor in implementing its monitoring responsibilities, which include on-site inspections of the project to determine compliance with applicable laws, rules, regulations, ordinances, and codes of the federal, state, and local governments, including the requirements of the State Housing Initiatives Partnership (SHIP) and the Lee County Local Housing Assistance Plan.
5. The Grantor shall be provided access to all contracts of the Provider for the procurement of goods and/or services relating to the project work described in Subsection 1. a. and all change orders or amendments, but said access shall not be construed as acceptance by or imposition of upon the Grantor of any financial liability in connection with said contracts.
6. The Provider shall be responsible for ensuring that all builders/contractors utilized are licensed appropriately and capable of performing all necessary work. The Provider will further be responsible to ensure that all applicable permits, inspections, and fees are obtained and paid (as required for the respective scope of work). The Provider shall further serve as the agent for the homebuyer in all communications with the selected builder and ensure a timely completion of construction proceedings, as the buyer's agent.
7. The Provider shall ensure that clear/marketable title is obtained for all properties to be purchased, conveyed, or made a part of in any way, a subsidy request package submitted to the Grantor for assistance.
8. The Grantor shall be provided access to all detailed plans, specifications and home buyer incomes relating to the project and records relating thereto describe in subsection 1-a to ensure compliance with the objectives, requirements, and limitations of the Lee County SHIP Affordable Housing Program. The following documentation must be maintained on file for each beneficiary or unit produced by the Provider for a period of seven (7) years following the effective date of contract. The following documentation at a minimum must be available for inspections at all reasonable times by the Grantor or their assigns:
 - a. Applicant Intake Forms
 - b. Income Verification and Certification Forms
 - c. Release of Information/Acknowledgment of SHIP terms signed by beneficiary
 - d. Good Faith Estimate
 - e. Final Appraisal of Property
 - f. Loan Application or copy of lender Application
 - g. Verification of Deposit of beneficiary
 - h. Verification of Employment for beneficiary
 - i. Certificate of Occupancy.
9. All projects must be in compliance with the rules and regulations of the State Housing Initiatives Partnership Program as authorized by Florida Statutes, Chapter 420.907, Florida Administrative Code

67-37, and the Lee County Housing Assistance Program authorized by Lee County Ordinance 95-17, as amended, and in particular:

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

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

- a. SHIP Program Recipient Profile form

APPLICATION DOCUMENTS:

- b. Authorization for Release of Information Form
- c. Income Verification Form(s)
- d. Income Certification Form
- e. Proof of Property Ownership
- f. Application for Program Assistance
- g. Letter of Commitment
- h. Homeownership Training Course Certificate

CONSTRUCTION DOCUMENTS:

- i. Cost Estimate and Work Write-up
- j. Contractor(s) Bid or Proposal
- k. Contractor/Homeowner or Home Buyer Contract
- l. Work Inspection Reports
- m. Construction Payment Requests
- n. Certificate of Occupancy or Completion
- o. Final Payment Release
- p. Change Orders (if applicable)
- q. Summary per Unit Budget & Actual Expenditures

CLOSING DOCUMENTS:

- r. Recorded SHIP Lien Document(s) with Recapture Provisions showing the Lee County Department of Community Development, Planning Division as Mortgagee
- s. HUD 1 Settlement or Loan Closing Statement
- t. All Recorded Mortgage and Note Document(s)
- u. Release of Liens
- v. Title Policy for Title Insurance on the Lee County SHIP Mortgage
- w. Final Inspection Report
- x. Appraisal

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

**AGREEMENT BETWEEN
THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS
And
DIAD, Inc.**

THIS Service **Capital (check one) CONTRACT** entered this 4th day of April 2006, between LEE COUNTY hereinafter referred to as **COUNTY** and DIAD, Inc., a Not-for-Profit Corporation existing under the laws of the State of Florida and, hereinafter referred to as "**PROVIDER**".

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

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

ARTICLE I SCOPE OF SERVICES

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

ARTICLE II TERM OF CONTRACT

This contract shall begin **April 4, 2006** and ends **December 31, 2007** unless terminated as specified in Article VIII, Suspension/Termination.

ARTICLE III COMPENSATION AND REPORTS

A. Contract Payment

Payments will be made by the **COUNTY** to the **PROVIDER** and the **PROVIDER** agrees to accept as full compensation the total amount not to exceed **\$141,000.00** during the term of this contract, subject to the provisions of Article III B. Deferred Payment/Return of Funds, and Article VIII, Suspension/Termination. Funding is contingent upon the **COUNTY** receiving the related State funds.

B. Deferred Payment/Return of Funds

The **PROVIDER** agrees to return to the **COUNTY** any overpayments due to funds disallowed pursuant to the terms of this contract. Such funds shall be considered county funds and must be refunded to the **COUNTY** within

thirty (30) calendar days of receiving notice from the **COUNTY** in writing regarding the overpayment. Should repayment not be made in a timely manner, the **COUNTY** will charge interest of one (1) percent per month compounded on the outstanding balance after forty (40) calendar days after the date of notification or discovery. The **PROVIDER** will be required to reimburse the **COUNTY** for any acts of non-compliance resulting in disallowed costs or fines.

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

C. Required Reports

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

ARTICLE IV AUDITS, MONITORING, AND RECORDS

A. Monitoring

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

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

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

B. Audit and Inspections

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

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

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

C. Records

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

D. Independent Audit

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

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

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

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

ARTICLE V MODIFICATIONS

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

ARTICLE VI CONTRACTOR STATUS

A. Independent Contractor

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

B. Subcontracts

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

ARTICLE VII RISK MANAGEMENT

A. Indemnification

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

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

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

B. Insurance

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

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

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

C. Bonding

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

ARTICLE VIII SUSPENSION/TERMINATION

A. Suspension

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

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

B. Termination by COUNTY

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

C. Termination by PROVIDER

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

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

ARTICLE IX ASSURANCE, CERTIFICATIONS, AND COMPLIANCE

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

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

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

ARTICLE X NOTICES

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

COUNTY: ATTN: <u>Gloria M. Sajgo, AICP, Principal Planner</u> <u>Lee County Department of Community Development/Planning</u>	PROVIDER: Name: _____
Telephone: (239) <u>479-8311</u>	Title: _____
Fax: (239) <u>479-8161</u>	Agency: _____
E-mail: <u>sajgogm@leegov.com</u>	Address: _____
	Telephone: _____
	Web site address: _____
	E-mail: _____

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

OR

Name: <u>Gloria M. Sajgo, AICP</u> (typed)	Name: _____ (typed)
_____ Signature	_____ Signature
<u>Principal Planner</u> Title	_____ Title

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

ARTICLE XI SPECIAL PROVISIONS

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

ARTICLE XII ALL TERMS AND CONDITIONS INCLUDED

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

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

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

PROVIDER:

COUNTY: LEE COUNTY

By: _____
Name (typed)

By: _____
Name (typed)

Signature of authorized officer

Signature of authorized officer

Title

Title

Date

Date

NOTARY:

ATTEST: CLERK OF CIRCUIT COURT

By: _____
Notary of Public (Signature)

By: _____

Name (Typed)

Title: _____

Date: _____

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

By: _____

Title: _____

Date: _____

ATTACHMENT 2
DIAD, Inc.

1. a. The Project, as approved for grant assistance, shall consist of the following authorized scope of Project work: Construction of 4 single-family homes for 4 low-income homebuyers. Construction of these homes shall be completed by December 31, 2007.
 - b. The amount of funds awarded under this grant is \$141,000.00. The Grantor is not obligated or authorized to award any funds in addition to this amount.
 - c. The purchase price of home ownership units must not exceed the maximum amount specified in the applicable Local Housing Assistance Plan (LHAP), and must meet affordability requirements in order to qualify as eligible.
 - d. The Provider is expected to make every reasonable effort to participate in program training activities offered by the Florida Housing Finance Corporation, the Florida Housing Coalition, Lee County or similar organizations in order to ensure compliance with local and State regulations governing the State Housing Initiatives Partnership Program.
2. The Grantor agrees to provide drawdowns to the Provider, upon receipt and verification of the Provider's request and documentation for project costs pursuant to and as defined in Subsection 1. a. up to a maximum of \$50,000.00 or the amount of actual cash expended by the Provider for project work, whichever is less.
 3. The Provider is hereby placed on notice that when public funds are expended by an agency, then all the financial, business, and membership records pertaining to the public agency from which or on whose behalf the payments are made, of the person, corporation, foundation, trust, association, group, or organization to whom such payments are made shall be public records and subject to the provisions of Florida Statutes, Chapter 119 Public Records.

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

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

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

4. The Provider agrees to perform all necessary requirements to assist the Grantor in implementing its monitoring responsibilities, which include on-site inspections of the project to determine compliance with applicable laws, rules, regulations, ordinances, and codes of the federal, state, and local governments, including the requirements of the State Housing Initiatives Partnership (SHIP) and the Lee County Local Housing Assistance Plan.
5. The Grantor shall be provided access to all contracts of the Provider for the procurement of goods and/or services relating to the project work described in Subsection 1. a. and all change orders or amendments, but said access shall not be construed as acceptance by or imposition of upon the Grantor of any financial liability in connection with said contracts.
6. The Provider shall be responsible for ensuring that all builders/contractors utilized are licensed appropriately and capable of performing all necessary work. The Provider will further be responsible to ensure that all applicable permits, inspections, and fees are obtained and paid (as required for the respective scope of work). The Provider shall further serve as the agent for the homebuyer in all communications with the selected builder and ensure a timely completion of construction proceedings, as the buyer's agent.
7. The Provider shall ensure that clear/marketable title is obtained for all properties to be purchased, conveyed, or made a part of in any way, a subsidy request package submitted to the Grantor for assistance.
8. The Grantor shall be provided access to all detailed plans, specifications and home buyer incomes relating to the project and records relating thereto describe in subsection 1-a to ensure compliance with the objectives, requirements, and limitations of the Lee County SHIP Affordable Housing Program. The following documentation must be maintained on file for each beneficiary or unit produced by the Provider for a period of seven (7) years following the effective date of contract. The following documentation at a minimum must be available for inspections at all reasonable times by the Grantor or their assigns:
 - a. Applicant Intake Forms
 - b. Income Verification and Certification Forms
 - c. Release of Information/Acknowledgment of SHIP terms signed by beneficiary
 - d. Good Faith Estimate
 - e. Final Appraisal of Property
 - f. Loan Application or copy of lender Application
 - g. Verification of Deposit of beneficiary
 - h. Verification of Employment for beneficiary
 - i. Certificate of Occupancy.
9. All projects must be in compliance with the rules and regulations of the State Housing Initiatives Partnership Program as authorized by Florida Statutes, Chapter 420.907, Florida Administrative Code

67-37, and the Lee County Housing Assistance Program authorized by Lee County Ordinance 95-17, as amended, and in particular:

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

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

- a. SHIP Program Recipient Profile form

APPLICATION DOCUMENTS:

- b. Authorization for Release of Information Form
- c. Income Verification Form(s)
- d. Income Certification Form
- e. Proof of Property Ownership
- f. Application for Program Assistance
- g. Letter of Commitment
- h. Homeownership Training Course Certificate

CONSTRUCTION DOCUMENTS:

- i. Cost Estimate and Work Write-up
- j. Contractor(s) Bid or Proposal
- k. Contractor/Homeowner or Home Buyer Contract
- l. Work Inspection Reports
- m. Construction Payment Requests
- n. Certificate of Occupancy or Completion
- o. Final Payment Release
- p. Change Orders (if applicable)
- q. Summary per Unit Budget & Actual Expenditures

CLOSING DOCUMENTS:

- r. Recorded SHIP Lien Document(s) with Recapture Provisions showing the Lee County Department of Community Development, Planning Division as Mortgagee
- s. HUD 1 Settlement or Loan Closing Statement
- t. All Recorded Mortgage and Note Document(s)
- u. Release of Liens
- v. Title Policy for Title Insurance on the Lee County SHIP Mortgage
- w. Final Inspection Report
- x. Appraisal

CSFA # 52.901
Contract No. C-----
Funding Source: LB 5540513801.508302 S/L LB 008

**AGREEMENT BETWEEN
THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS
And
Habitat for Humanity of Lee County, Inc.**

THIS **Service** **Capital (check one) CONTRACT** entered this 4th day of April 2006, between LEE COUNTY hereinafter referred to as **COUNTY** and Habitat for Humanity of Lee County, Inc., a Not-for-Profit Corporation existing under the laws of the State of Florida and, hereinafter referred to as "**PROVIDER**".

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

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

ARTICLE I SCOPE OF SERVICES

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

ARTICLE II TERM OF CONTRACT

This contract shall begin **April 4, 2006** and ends **December 31, 2006** unless terminated as specified in Article VIII, Suspension/Termination.

ARTICLE III COMPENSATION AND REPORTS

A. Contract Payment

Payments will be made by the **COUNTY** to the **PROVIDER** and the **PROVIDER** agrees to accept as full compensation the total amount not to exceed **\$20,100.00** during the term of this contract, subject to the provisions of Article III B. Deferred Payment/Return of Funds, and Article VIII, Suspension/Termination. Funding is contingent upon the **COUNTY** receiving the related State funds.

B. Deferred Payment/Return of Funds

The **PROVIDER** agrees to return to the **COUNTY** any overpayments due to funds disallowed pursuant to the terms of this contract. Such funds shall be considered county funds and must be refunded to the **COUNTY** within

thirty (30) calendar days of receiving notice from the **COUNTY** in writing regarding the overpayment. Should repayment not be made in a timely manner, the **COUNTY** will charge interest of one (1) percent per month compounded on the outstanding balance after forty (40) calendar days after the date of notification or discovery. The **PROVIDER** will be required to reimburse the **COUNTY** for any acts of non-compliance resulting in disallowed costs or fines.

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

C. Required Reports

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

ARTICLE IV AUDITS, MONITORING, AND RECORDS

A. Monitoring

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

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

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

B. Audit and Inspections

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

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

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

C. Records

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

D. Independent Audit

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

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

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

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

ARTICLE V MODIFICATIONS

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

ARTICLE VI CONTRACTOR STATUS

A. Independent Contractor

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

B. Subcontracts

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

ARTICLE VII RISK MANAGEMENT

A. Indemnification

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

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

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

B. Insurance

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

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

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

C. Bonding

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

ARTICLE VIII SUSPENSION/TERMINATION

A. Suspension

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

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

B. Termination by COUNTY

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

C. Termination by PROVIDER

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

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

ARTICLE IX ASSURANCE, CERTIFICATIONS, AND COMPLIANCE

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

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

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

ARTICLE X NOTICES

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

COUNTY: ATTN: <u>Gloria M. Sajgo, AICP, Principal Planner</u> <u>Lee County Department of Community Development/Planning</u>	PROVIDER: Name: _____ Title: _____ Agency: _____ Address: _____ Telephone: _____ Web site address: _____ E-mail: _____
Telephone: <u>(239) 479-8311</u>	
Fax: <u>(239) 479-8161</u>	
E-mail: <u>sajgogm@leegov.com</u>	

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

OR	
Name: <u>Gloria M. Sajgo, AICP</u> (typed)	Name: _____ (typed)
_____ Signature	_____ Signature
<u>Principal Planner</u> Title	_____ Title

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

ARTICLE XI SPECIAL PROVISIONS

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

ARTICLE XII ALL TERMS AND CONDITIONS INCLUDED

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

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

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

PROVIDER:

COUNTY: LEE COUNTY

By: _____
Name (typed)

By: _____
Name (typed)

Signature of authorized officer

Signature of authorized officer

Title

Title

Date

Date

ATTEST: CLERK OF CIRCUIT COURT

NOTARY:

By: _____
Notary of Public (Signature)

By: _____

Title: _____

Date: _____

Name (Typed)

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

By: _____

Title: _____

Date: _____

ATTACHMENT 2
Habitat for Humanity of Lee County, Inc.

1. a. The Project, as approved for grant assistance, shall consist of the following authorized scope of Project work: Construction of 1 single-family home for 1 very-low-income homebuyer. Construction of this home shall be completed by December 31, 2006.
 - b. The amount of funds awarded under this grant is \$20,100.00. These funds are to be layered with the 2005/2006 SHIP Contract in the amount of \$654,900.00. The Grantor is not obligated or authorized to award any funds in addition to this amount.
 - c. The purchase price of home ownership units must not exceed the maximum amount specified in the applicable Local Housing Assistance Plan (LHAP), and must meet affordability requirements in order to qualify as eligible.
 - d. The Provider is expected to make every reasonable effort to participate in program training activities offered by the Florida Housing Finance Corporation, the Florida Housing Coalition, Lee County or similar organizations in order to ensure compliance with local and State regulations governing the State Housing Initiatives Partnership Program.
2. The Grantor agrees to provide drawdowns to the Provider, upon receipt and verification of the Provider's request and documentation for project costs pursuant to and as defined in Subsection 1. a. up to a maximum of \$50,000.00 or the amount of actual cash expended by the Provider for project work, whichever is less.
 3. The Provider is hereby placed on notice that when public funds are expended by an agency, then all the financial, business, and membership records pertaining to the public agency from which or on whose behalf the payments are made, of the person, corporation, foundation, trust, association, group, or organization to whom such payments are made shall be public records and subject to the provisions of Florida Statutes, Chapter 119 Public Records.

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

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

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

4. The Provider agrees to perform all necessary requirements to assist the Grantor in implementing its monitoring responsibilities, which include on-site inspections of the project to determine compliance with applicable laws, rules, regulations, ordinances, and codes of the federal, state, and local governments, including the requirements of the State Housing Initiatives Partnership (SHIP) and the Lee County Local Housing Assistance Plan.
5. The Grantor shall be provided access to all contracts of the Provider for the procurement of goods and/or services relating to the project work described in Subsection 1. a. and all change orders or amendments, but said access shall not be construed as acceptance by or imposition of upon the Grantor of any financial liability in connection with said contracts.
6. The Provider shall be responsible for ensuring that all builders/contractors utilized are licensed appropriately and capable of performing all necessary work. The Provider will further be responsible to ensure that all applicable permits, inspections, and fees are obtained and paid (as required for the respective scope of work). The Provider shall further serve as the agent for the homebuyer in all communications with the selected builder and ensure a timely completion of construction proceedings, as the buyer's agent.
7. The Provider shall ensure that clear/marketable title is obtained for all properties to be purchased, conveyed, or made a part of in any way, a subsidy request package submitted to the Grantor for assistance.
8. The Grantor shall be provided access to all detailed plans, specifications and home buyer incomes relating to the project and records relating thereto describe in subsection 1-a to ensure compliance with the objectives, requirements, and limitations of the Lee County SHIP Affordable Housing Program. The following documentation must be maintained on file for each beneficiary or unit produced by the Provider for a period of seven (7) years following the effective date of contract. The following documentation at a minimum must be available for inspections at all reasonable times by the Grantor or their assigns:
 - a. Applicant Intake Forms
 - b. Income Verification and Certification Forms
 - c. Release of Information/Acknowledgment of SHIP terms signed by beneficiary
 - d. Good Faith Estimate
 - e. Final Appraisal of Property
 - f. Loan Application or copy of lender Application
 - g. Verification of Deposit of beneficiary
 - h. Verification of Employment for beneficiary
 - i. Certificate of Occupancy.
9. All projects must be in compliance with the rules and regulations of the State Housing Initiatives Partnership Program as authorized by Florida Statutes, Chapter 420.907, Florida Administrative Code

67-37, and the Lee County Housing Assistance Program authorized by Lee County Ordinance 95-17, as amended, and in particular:

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

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

- a. SHIP Program Recipient Profile form

APPLICATION DOCUMENTS:

- b. Authorization for Release of Information Form
- c. Income Verification Form(s)
- d. Income Certification Form
- e. Proof of Property Ownership
- f. Application for Program Assistance
- g. Letter of Commitment
- h. Homeownership Training Course Certificate

CONSTRUCTION DOCUMENTS:

- i. Cost Estimate and Work Write-up
- j. Contractor(s) Bid or Proposal
- k. Contractor/Homeowner or Home Buyer Contract
- l. Work Inspection Reports
- m. Construction Payment Requests
- n. Certificate of Occupancy or Completion
- o. Final Payment Release
- p. Change Orders (if applicable)
- q. Summary per Unit Budget & Actual Expenditures

CLOSING DOCUMENTS:

- r. Recorded SHIP Lien Document(s) with Recapture Provisions showing the Lee County Department of Community Development, Planning Division as Mortgagee
- s. HUD 1 Settlement or Loan Closing Statement
- t. All Recorded Mortgage and Note Document(s)
- u. Release of Liens
- v. Title Policy for Title Insurance on the Lee County SHIP Mortgage
- w. Final Inspection Report
- x. Appraisal

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

**AGREEMENT BETWEEN
THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS
And
Habitat for Humanity of Lee County, Inc.**

THIS **Service** **Capital (check one) CONTRACT** entered this 4th day of April 2006, between LEE COUNTY hereinafter referred to as **COUNTY** and Habitat for Humanity of Lee County, Inc., a Not-for-Profit Corporation existing under the laws of the State of Florida and, hereinafter referred to as "**PROVIDER**".

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

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

ARTICLE I SCOPE OF SERVICES

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

ARTICLE II TERM OF CONTRACT

This contract shall begin **April 4, 2006** and ends **December 31, 2007** unless terminated as specified in Article VIII, Suspension/Termination.

ARTICLE III COMPENSATION AND REPORTS

A. Contract Payment

Payments will be made by the **COUNTY** to the **PROVIDER** and the **PROVIDER** agrees to accept as full compensation the total amount not to exceed **\$654,900.00** during the term of this contract, subject to the provisions of Article III B. Deferred Payment/Return of Funds, and Article VIII, Suspension/Termination. Funding is contingent upon the **COUNTY** receiving the related State funds.

B. Deferred Payment/Return of Funds

The **PROVIDER** agrees to return to the **COUNTY** any overpayments due to funds disallowed pursuant to the terms of this contract. Such funds shall be considered county funds and must be refunded to the **COUNTY** within

thirty (30) calendar days of receiving notice from the **COUNTY** in writing regarding the overpayment. Should repayment not be made in a timely manner, the **COUNTY** will charge interest of one (1) percent per month compounded on the outstanding balance after forty (40) calendar days after the date of notification or discovery. The **PROVIDER** will be required to reimburse the **COUNTY** for any acts of non-compliance resulting in disallowed costs or fines.

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

C. Required Reports

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

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A. Monitoring

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

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

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

B. Audit and Inspections

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

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

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

C. Records

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

D. Independent Audit

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

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

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

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

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

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A. Independent Contractor

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A. Indemnification

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

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

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

B. Insurance

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

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

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

C. Bonding

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

ARTICLE VIII SUSPENSION/TERMINATION

A. Suspension

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

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

B. Termination by COUNTY

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

C. Termination by PROVIDER

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

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

ARTICLE IX ASSURANCE, CERTIFICATIONS, AND COMPLIANCE

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

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

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

ARTICLE X NOTICES

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

COUNTY: ATTN: <u>Gloria M. Sajgo, AICP, Principal Planner</u> <u>Lee County Department of Community Development/Planning</u>	PROVIDER: Name: _____ Title: _____ Agency: _____ Address: _____ Telephone: _____ Web site address: _____ E-mail: _____
Telephone: (239) <u>479-8311</u>	
Fax: (239) <u>479-8161</u>	
E-mail: <u>sajgogm@leegov.com</u>	

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

OR

Name: <u>Gloria M. Sajgo, AICP</u> (typed)	Name: _____ (typed)
_____ Signature	_____ Signature
<u>Principal Planner</u> Title	_____ Title

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

ARTICLE XI SPECIAL PROVISIONS

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

ARTICLE XII ALL TERMS AND CONDITIONS INCLUDED

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

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

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

PROVIDER:

COUNTY: LEE COUNTY

By: _____
Name (typed)

By: _____
Name (typed)

Signature of authorized officer

Signature of authorized officer

Title

Title

Date

Date

NOTARY:

ATTEST: CLERK OF CIRCUIT COURT

By: _____
Notary of Public (Signature)

By: _____

Name (Typed)

Title: _____

Date: _____

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

By: _____

Title: _____

Date: _____

ATTACHMENT 2
Habitat for Humanity of Lee County, Inc.

1. a. The Project, as approved for grant assistance, shall consist of the following authorized scope of Project work: Construction of 15 single-family homes for 15 very-low-income homebuyers. Construction of these homes shall be completed by December 31, 2007.
 - b. The amount of funds awarded under this grant is \$654,900.00. These funds are to be layered with the 2004/2005 Supplemental Cycle SHIP Contract in the amount of \$20,100.00. The Grantor is not obligated or authorized to award any funds in addition to this amount.
 - c. The purchase price of home ownership units must not exceed the maximum amount specified in the applicable Local Housing Assistance Plan (LHAP), and must meet affordability requirements in order to qualify as eligible.
 - d. The Provider is expected to make every reasonable effort to participate in program training activities offered by the Florida Housing Finance Corporation, the Florida Housing Coalition, Lee County or similar organizations in order to ensure compliance with local and State regulations governing the State Housing Initiatives Partnership Program.
2. The Grantor agrees to provide drawdowns to the Provider, upon receipt and verification of the Provider's request and documentation for project costs pursuant to and as defined in Subsection 1. a. up to a maximum of \$50,000.00 or the amount of actual cash expended by the Provider for project work, whichever is less.
 3. The Provider is hereby placed on notice that when public funds are expended by an agency, then all the financial, business, and membership records pertaining to the public agency from which or on whose behalf the payments are made, of the person, corporation, foundation, trust, association, group, or organization to whom such payments are made shall be public records and subject to the provisions of Florida Statutes, Chapter 119 Public Records.

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

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

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

4. The Provider agrees to perform all necessary requirements to assist the Grantor in implementing its monitoring responsibilities, which include on-site inspections of the project to determine compliance with applicable laws, rules, regulations, ordinances, and codes of the federal, state, and local governments, including the requirements of the State Housing Initiatives Partnership (SHIP) and the Lee County Local Housing Assistance Plan.
5. The Grantor shall be provided access to all contracts of the Provider for the procurement of goods and/or services relating to the project work described in Subsection 1. a. and all change orders or amendments, but said access shall not be construed as acceptance by or imposition of upon the Grantor of any financial liability in connection with said contracts.
6. The Provider shall be responsible for ensuring that all builders/contractors utilized are licensed appropriately and capable of performing all necessary work. The Provider will further be responsible to ensure that all applicable permits, inspections, and fees are obtained and paid (as required for the respective scope of work). The Provider shall further serve as the agent for the homebuyer in all communications with the selected builder and ensure a timely completion of construction proceedings, as the buyer's agent.
7. The Provider shall ensure that clear/marketable title is obtained for all properties to be purchased, conveyed, or made a part of in any way, a subsidy request package submitted to the Grantor for assistance.
8. The Grantor shall be provided access to all detailed plans, specifications and home buyer incomes relating to the project and records relating thereto describe in subsection 1-a to ensure compliance with the objectives, requirements, and limitations of the Lee County SHIP Affordable Housing Program. The following documentation must be maintained on file for each beneficiary or unit produced by the Provider for a period of seven (7) years following the effective date of contract. The following documentation at a minimum must be available for inspections at all reasonable times by the Grantor or their assigns:
 - a. Applicant Intake Forms
 - b. Income Verification and Certification Forms
 - c. Release of Information/Acknowledgment of SHIP terms signed by beneficiary
 - d. Good Faith Estimate
 - e. Final Appraisal of Property
 - f. Loan Application or copy of lender Application
 - g. Verification of Deposit of beneficiary
 - h. Verification of Employment for beneficiary
 - i. Certificate of Occupancy.
9. All projects must be in compliance with the rules and regulations of the State Housing Initiatives Partnership Program as authorized by Florida Statutes, Chapter 420.907, Florida Administrative Code

67-37, and the Lee County Housing Assistance Program authorized by Lee County Ordinance 95-17, as amended, and in particular:

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

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

- a. SHIP Program Recipient Profile form

APPLICATION DOCUMENTS:

- b. Authorization for Release of Information Form
- c. Income Verification Form(s)
- d. Income Certification Form
- e. Proof of Property Ownership
- f. Application for Program Assistance
- g. Letter of Commitment
- h. Homeownership Training Course Certificate

CONSTRUCTION DOCUMENTS:

- i. Cost Estimate and Work Write-up
- j. Contractor(s) Bid or Proposal
- k. Contractor/Homeowner or Home Buyer Contract
- l. Work Inspection Reports
- m. Construction Payment Requests
- n. Certificate of Occupancy or Completion
- o. Final Payment Release
- p. Change Orders (if applicable)
- q. Summary per Unit Budget & Actual Expenditures

CLOSING DOCUMENTS:

- r. Recorded SHIP Lien Document(s) with Recapture Provisions showing the Lee County Department of Community Development, Planning Division as Mortgagee
- s. HUD 1 Settlement or Loan Closing Statement
- t. All Recorded Mortgage and Note Document(s)
- u. Release of Liens
- v. Title Policy for Title Insurance on the Lee County SHIP Mortgage
- w. Final Inspection Report
- x. Appraisal

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

**AGREEMENT BETWEEN
THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS
And
Lee County Housing Development Corporation, Inc.**

THIS Service **Capital (check one) CONTRACT** entered this 4th day of April 2006, between LEE COUNTY hereinafter referred to as **COUNTY** and Lee County Housing Development Corporation, Inc., a Not-for-Profit Corporation existing under the laws of the State of Florida and, hereinafter referred to as "**PROVIDER**".

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

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

ARTICLE I SCOPE OF SERVICES

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

ARTICLE II TERM OF CONTRACT

This contract shall begin **April 4, 2006** and ends **December 31, 2007** unless terminated as specified in Article VIII, Suspension/Termination.

ARTICLE III COMPENSATION AND REPORTS

A. Contract Payment

Payments will be made by the **COUNTY** to the **PROVIDER** and the **PROVIDER** agrees to accept as full compensation the total amount not to exceed **\$400,000.00** during the term of this contract, subject to the provisions of Article III B. Deferred Payment/Return of Funds, and Article VIII, Suspension/Termination. Funding is contingent upon the **COUNTY** receiving the related State funds.

B. Deferred Payment/Return of Funds

The **PROVIDER** agrees to return to the **COUNTY** any overpayments due to funds disallowed pursuant to the terms of this contract. Such funds shall be considered county funds and must be refunded to the **COUNTY** within

thirty (30) calendar days of receiving notice from the **COUNTY** in writing regarding the overpayment. Should repayment not be made in a timely manner, the **COUNTY** will charge interest of one (1) percent per month compounded on the outstanding balance after forty (40) calendar days after the date of notification or discovery. The **PROVIDER** will be required to reimburse the **COUNTY** for any acts of non-compliance resulting in disallowed costs or fines.

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

C. Required Reports

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

ARTICLE IV AUDITS, MONITORING, AND RECORDS

A. Monitoring

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

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

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

B. Audit and Inspections

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

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

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

C. Records

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

D. Independent Audit

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

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

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

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

ARTICLE V MODIFICATIONS

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

ARTICLE VI CONTRACTOR STATUS

A. Independent Contractor

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

B. Subcontracts

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

ARTICLE VII RISK MANAGEMENT

A. Indemnification

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

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

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

B. Insurance

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

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

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

C. Bonding

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

ARTICLE VIII SUSPENSION/TERMINATION

A. Suspension

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

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

B. Termination by COUNTY

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

C. Termination by PROVIDER

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

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

ARTICLE IX ASSURANCE, CERTIFICATIONS, AND COMPLIANCE

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

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

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

ARTICLE X NOTICES

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

COUNTY: ATTN: <u>Gloria M. Sajgo, AICP, Principal Planner</u> <u>Lee County Department of Community Development/Planning</u> Telephone: (239) <u>479-8311</u> Fax: (239) <u>479-8161</u> E-mail: <u>sajgogm@leegov.com</u>	PROVIDER: Name: _____ Title: _____ Agency: _____ Address: _____ Telephone: _____ Web site address: _____ E-mail: _____
--	--

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

OR	
Name: <u>Gloria M. Sajgo, AICP</u> (typed)	Name: _____ (typed)
Signature	Signature
<u>Principal Planner</u>	_____
Title	Title

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

ARTICLE XI SPECIAL PROVISIONS

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

ARTICLE XII ALL TERMS AND CONDITIONS INCLUDED

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

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

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

PROVIDER:

COUNTY: LEE COUNTY

By: _____
Name (typed)

By: _____
Name (typed)

Signature of authorized officer

Signature of authorized officer

Title

Title

Date

Date

NOTARY:

ATTEST: CLERK OF CIRCUIT COURT

By: _____
Notary of Public (Signature)

By: _____

Title: _____

Date: _____

Name (Typed)

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

By: _____

Title: _____

Date: _____

ATTACHMENT 2
Lee County Housing Development Corporation, Inc.

1. a. The Project, as approved for grant assistance, shall consist of the following authorized scope of Project work: Construction of 10 single-family homes for 10 low-income homebuyers. Construction of these homes shall be completed by December 31, 2007.
 - b. The amount of funds awarded under this grant is \$400,000.00. The Grantor is not obligated or authorized to award any funds in addition to this amount.
 - c. The purchase price of home ownership units must not exceed the maximum amount specified in the applicable Local Housing Assistance Plan (LHAP), and must meet affordability requirements in order to qualify as eligible.
 - d. The Provider is expected to make every reasonable effort to participate in program training activities offered by the Florida Housing Finance Corporation, the Florida Housing Coalition, Lee County or similar organizations in order to ensure compliance with local and State regulations governing the State Housing Initiatives Partnership Program.
2. The Grantor agrees to provide drawdowns to the Provider, upon receipt and verification of the Provider's request and documentation for project costs pursuant to and as defined in Subsection 1. a. up to a maximum of \$50,000.00 or the amount of actual cash expended by the Provider for project work, whichever is less.
 3. The Provider is hereby placed on notice that when public funds are expended by an agency, then all the financial, business, and membership records pertaining to the public agency from which or on whose behalf the payments are made, of the person, corporation, foundation, trust, association, group, or organization to whom such payments are made shall be public records and subject to the provisions of Florida Statutes, Chapter 119 Public Records.

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

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

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

4. The Provider agrees to perform all necessary requirements to assist the Grantor in implementing its monitoring responsibilities, which include on-site inspections of the project to determine compliance with applicable laws, rules, regulations, ordinances, and codes of the federal, state, and local governments, including the requirements of the State Housing Initiatives Partnership (SHIP) and the Lee County Local Housing Assistance Plan.
5. The Grantor shall be provided access to all contracts of the Provider for the procurement of goods and/or services relating to the project work described in Subsection 1. a. and all change orders or amendments, but said access shall not be construed as acceptance by or imposition of upon the Grantor of any financial liability in connection with said contracts.
6. The Provider shall be responsible for ensuring that all builders/contractors utilized are licensed appropriately and capable of performing all necessary work. The Provider will further be responsible to ensure that all applicable permits, inspections, and fees are obtained and paid (as required for the respective scope of work). The Provider shall further serve as the agent for the homebuyer in all communications with the selected builder and ensure a timely completion of construction proceedings, as the buyer's agent.
7. The Provider shall ensure that clear/marketable title is obtained for all properties to be purchased, conveyed, or made a part of in any way, a subsidy request package submitted to the Grantor for assistance.
8. The Grantor shall be provided access to all detailed plans, specifications and home buyer incomes relating to the project and records relating thereto describe in subsection 1-a to ensure compliance with the objectives, requirements, and limitations of the Lee County SHIP Affordable Housing Program. The following documentation must be maintained on file for each beneficiary or unit produced by the Provider for a period of seven (7) years following the effective date of contract. The following documentation at a minimum must be available for inspections at all reasonable times by the Grantor or their assigns:
 - a. Applicant Intake Forms
 - b. Income Verification and Certification Forms
 - c. Release of Information/Acknowledgment of SHIP terms signed by beneficiary
 - d. Good Faith Estimate
 - e. Final Appraisal of Property
 - f. Loan Application or copy of lender Application
 - g. Verification of Deposit of beneficiary
 - h. Verification of Employment for beneficiary
 - i. Certificate of Occupancy.
9. All projects must be in compliance with the rules and regulations of the State Housing Initiatives Partnership Program as authorized by Florida Statutes, Chapter 420.907, Florida Administrative Code

67-37, and the Lee County Housing Assistance Program authorized by Lee County Ordinance 95-17, as amended, and in particular:

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

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

- a. SHIP Program Recipient Profile form

APPLICATION DOCUMENTS:

- b. Authorization for Release of Information Form
- c. Income Verification Form(s)
- d. Income Certification Form
- e. Proof of Property Ownership
- f. Application for Program Assistance
- g. Letter of Commitment
- h. Homeownership Training Course Certificate

CONSTRUCTION DOCUMENTS:

- i. Cost Estimate and Work Write-up
- j. Contractor(s) Bid or Proposal
- k. Contractor/Homeowner or Home Buyer Contract
- l. Work Inspection Reports
- m. Construction Payment Requests
- n. Certificate of Occupancy or Completion
- o. Final Payment Release
- p. Change Orders (if applicable)
- q. Summary per Unit Budget & Actual Expenditures

CLOSING DOCUMENTS:

- r. Recorded SHIP Lien Document(s) with Recapture Provisions showing the Lee County Department of Community Development, Planning Division as Mortgagee
- s. HUD 1 Settlement or Loan Closing Statement
- t. All Recorded Mortgage and Note Document(s)
- u. Release of Liens
- v. Title Policy for Title Insurance on the Lee County SHIP Mortgage
- w. Final Inspection Report
- x. Appraisal

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

**AGREEMENT BETWEEN
THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS
And
Lee County Housing Development Corporation, Inc.**

THIS **Service** **Capital (check one) CONTRACT** entered this 4th day of April 2006, between LEE COUNTY hereinafter referred to as **COUNTY** and Lee County Housing Development Corporation, Inc., a Not-for-Profit Corporation existing under the laws of the State of Florida and, hereinafter referred to as "**PROVIDER**".

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

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

ARTICLE I SCOPE OF SERVICES

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

ARTICLE II TERM OF CONTRACT

This contract shall begin **April 4, 2006** and ends **December 31, 2006** unless terminated as specified in Article VIII, Suspension/Termination.

ARTICLE III COMPENSATION AND REPORTS

A. Contract Payment

Payments will be made by the **COUNTY** to the **PROVIDER** and the **PROVIDER** agrees to accept as full compensation the total amount not to exceed **\$25,000.00** during the term of this contract, subject to the provisions of Article III B. Deferred Payment/Return of Funds, and Article VIII, Suspension/Termination. Funding is contingent upon the **COUNTY** receiving the related State funds.

B. Deferred Payment/Return of Funds

The **PROVIDER** agrees to return to the **COUNTY** any overpayments due to funds disallowed pursuant to the terms of this contract. Such funds shall be considered county funds and must be refunded to the **COUNTY** within

thirty (30) calendar days of receiving notice from the **COUNTY** in writing regarding the overpayment. Should repayment not be made in a timely manner, the **COUNTY** will charge interest of one (1) percent per month compounded on the outstanding balance after forty (40) calendar days after the date of notification or discovery. The **PROVIDER** will be required to reimburse the **COUNTY** for any acts of non-compliance resulting in disallowed costs or fines.

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

C. Required Reports

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

ARTICLE IV AUDITS, MONITORING, AND RECORDS

A. Monitoring

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

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

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

B. Audit and Inspections

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

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

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

C. Records

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

D. Independent Audit

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

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

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

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

ARTICLE V MODIFICATIONS

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

ARTICLE VI **CONTRACTOR STATUS**

A. Independent Contractor

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

B. Subcontracts

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

ARTICLE VII **RISK MANAGEMENT**

A. Indemnification

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

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

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

B. Insurance

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

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

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

C. Bonding

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

ARTICLE VIII SUSPENSION/TERMINATION

A. Suspension

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

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

B. Termination by COUNTY

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

C. Termination by PROVIDER

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

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

ARTICLE IX ASSURANCE, CERTIFICATIONS, AND COMPLIANCE

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

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

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

ARTICLE X NOTICES

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

COUNTY: ATTN: <u>Gloria M. Sajgo, AICP, Principal Planner</u> <u>Lee County Department of Community Development/Planning</u>	PROVIDER: Name: _____ Title: _____ Agency: _____ Address: _____ Telephone: _____ Web site address: _____ E-mail: _____
Telephone: (239) <u>479-8311</u>	
Fax: (239) <u>479-8161</u>	
E-mail: <u>sajgogm@leegov.com</u>	

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

OR

Name: <u>Gloria M. Sajgo, AICP</u> (typed)	Name: _____ (typed)
_____ Signature	_____ Signature
<u>Principal Planner</u> Title	_____ Title

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

ARTICLE XI SPECIAL PROVISIONS

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

ARTICLE XII ALL TERMS AND CONDITIONS INCLUDED

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

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

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

PROVIDER:

COUNTY: LEE COUNTY

By: _____
Name (typed)

By: _____
Name (typed)

Signature of authorized officer

Signature of authorized officer

Title

Title

Date

Date

ATTEST: CLERK OF CIRCUIT COURT

NOTARY:

By: _____
Notary of Public (Signature)

By: _____

Title: _____

Date: _____

Name (Typed)

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

By: _____

Title: _____

Date: _____

ATTACHMENT 2
**Lee County Housing Development Corporation Education/Homeownership
Training/Counseling**

1. a. The Project, as approved for grant assistance, shall consist of the following authorized scope of Project work:

“The Way Home” Homeownership Education and Counseling for potential SHIP beneficiaries to be completed by December 31, 2007.
 - b. The amount of funds awarded under this grant is \$25,000.00. The Grantor is not obligated or authorized to award any funds in addition to this amount.
 - c. The Provider is expected to make every reasonable effort to participate in program training activities offered by the Florida Housing Finance Corporation, the Florida Housing Coalition, Lee County or similar organizations in order to ensure compliance with local and State regulations governing the State Housing Initiatives Partnership Program.
2. The Grantor agrees to provide drawdowns to the Provider, upon receipt and verification of the Provider's request and documentation for project costs pursuant to and as defined in Subsection 1. a. up to a maximum of \$5,000.00 or the amount of actual cash expended by the Provider for project work, whichever is less.
 3. The Provider is hereby placed on notice that when public funds are expended by an agency, then all the financial, business, and membership records pertaining to the public agency from which or on whose behalf the payments are made, of the person, corporation, foundation, trust, association, group, or organization to whom such payments are made shall be public records and subject to the provisions of Florida Statutes, Chapter 119 Public Records.

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

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

state, or local housing assistance programs, unless the subject of another federal or state exemption, is subject to public records requests.

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

4. The Provider agrees to perform all necessary requirements to assist the Grantor in implementing its monitoring responsibilities, which include on-site inspections of the project to determine compliance with applicable laws, rules, regulations, ordinances, and codes of the federal, state, and local governments, including the requirements of the State Housing Initiatives Partnership (SHIP) and the Lee County Local Housing Assistance Plan.
5. The Grantor shall be provided access to all contracts of the Provider for the procurement of goods and/or services relating to the project work described in Subsection 1. a. and all change orders or amendments, but said access shall not be construed as acceptance by or imposition of upon the Grantor of any financial liability in connection with said contracts.
6. The Grantor shall be provided access to all detailed plans, specifications and home buyer incomes relating to the- project and records relating thereto describe in subsection 1-a to ensure compliance with the objectives, requirements, and limitations of the Lee County SHIP Affordable Housing Program. The following documentation must be maintained on file for each beneficiary or unit produced by the Provider for a period of seven (7) years following the effective date of contract.
7. The Provider shall provide to the grantor proof of the following prior to receiving final payment:
 - a. Proof of registration and attendance of all beneficiaries
 - b. Copies of all course materials
 - c. Course Outline
8. All projects must be in compliance with the rules and regulations of the State Housing Initiatives Partnership Program as authorized by Florida Statutes, Chapter 420.907, Florida Administrative Code 67-37, and the Lee County Housing Assistance Program authorized by Lee County Ordinance 95-17, as amended, and in particular:
 - a. Income limits
 - b. Definition of Affordability
 - c. Non-discrimination
 - d. Maximum production or purchase cost
 - e. Maximum SHIP funds per unit
 - f. Compliance reporting as required per project