



# **2023 Request for Applications (RFA) for CDBG Non-Profit Capital Improvement**

*All private non-profit agencies that have provided services at least 12 months prior to the date of application are eligible to apply for:*

Funds allocated through the U.S. Department of Housing and Urban Development

**RFA Released**  
**Friday, April 21, 2023**

**Applications Due**  
**Friday, May 19, 2023 at 5:00 pm**

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

**Applications must be submitted by email to  
Clare Molloy at [CMolloy@leegov.com](mailto:CMolloy@leegov.com)**

Lee County Human and Veteran Services  
2440 Thompson St., Fort Myers, FL 33901

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

## 2023 Community Development Block Grant (CDBG) Non-Profit Capital Improvement

Lee County Human and Veteran Services (HVS) is issuing a Request for Applications (RFA) for the following funds allocated through the following U.S. Department of Housing and Urban Development (HUD) funding source:

### Funding Available

<p><b>Community Development Block Grant (CDBG)</b></p> <ul style="list-style-type: none"> <li>• Acquire, reconstruct, rehab, or install public facilities and improvements owned by a non-profit organization.</li> <li>• Eligible types of facilities include:             <ul style="list-style-type: none"> <li>• Neighborhood facilities including, but not limited to public schools, libraries, recreational facilities, parks, playgrounds; and</li> <li>• Facilities for persons with special needs such as facilities for the homeless or domestic violence shelters, nursing homes, or group homes for the disabled</li> </ul> </li> <li>• Acquisition/construction/rehabilitation to facilities for persons with special needs such as: homeless or domestic violence shelters, transitional living; nursing homes, group homes for the disabled or children in foster care.             <ul style="list-style-type: none"> <li>• The facility must be open to the public during normal working hours.</li> </ul> </li> </ul>	<p><b>Amount awarded to projects is based on specific need and availability.</b></p> <ul style="list-style-type: none"> <li>• <b>Minimum funding award: \$50,000</b></li> <li>• <b>Maximum funding amount: \$1,000,000</b></li> <li>• <b>No more than 10 projects will be awarded</b></li> <li>• <b>Minimum score of 80% of all available points to be awarded funding</b></li> </ul>
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If additional funding opportunities become available to Lee County following the issuance of this RFA, Lee County reserves the right to select eligible project(s) submitted in response to this RFA without issuing an additional RFA(s). The material in this RFA does not represent all of the particular priorities, program components, or funding sources currently/potentially available through local, state, or federal funders and may change upon the release of this RFA for the various funding sources.

### **PRIORITIES AND FUNDING SPECIAL CONSIDERATIONS**

- Projects that include on site supportive services (i.e. behavioral health, physical health, case management, job training, job placement, life skills, budget and financial counseling, etc.)
- Projects that adhere to evidence-based program models.
- Projects utilizing green building and energy efficiency features
- Projects that include broadband availability in design
- Applicant with experience with projects of similar size, scope, same or similar funding, and level of capacity to proposed project
- Applicant who has site control or an executed contract for purchase of project site
- Applicants who are able to document that project costs have been leveraged from other sources

## **Questions Regarding this RFA**

Questions from the agencies must be submitted in writing to Clare Molloy at [CMolloy@leegov.com](mailto:CMolloy@leegov.com) and be received no later than **Friday, April 28, 2023**.

*All questions and answers will be provided no later than 5:00 PM Wednesday, May 3, 2023.*

## **RFA Organization**

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## SECTION I: General Information

**Applicants wishing to receive funding must submit an application in accordance with the requirements listed within this RFA. Successful applications must meet the guidelines provided in this RFA. Submission of an application does not entitle the applicant to funding, even if sufficient funds remain. The County reserves the right to not commit any funding.**

### **Applicant Eligibility**

All private non-profit agencies that have provided direct services at least 12 months prior to the date of application are eligible to apply. The Applicant must be a legally formed entity [i.e., limited partnership, limited liability company, etc.] qualified to do business in the state of Florida as of the Application deadline. Evidence from the Florida Department of State, Division of Corporations that the Applicant satisfies the foregoing requirements must be submitted as an application attachment. **Applicant must include proof of nonprofit status, and proof that they have provided services for at least 12 months with submission.**

Applicant must also meet all the following requirements (*documentation does not need to be included with submission, but will be requested at a later time*):

- Independent certified audited financial statement of the most recent or immediate prior fiscal year, including the management letter and written response (exceptions may be considered on an individual basis)
- Current CPA's Peer Review letter
- Monthly Financial Statements (within last 60 days)

Any applicant on the excluded parties list ([www.sam.gov/SAM/](http://www.sam.gov/SAM/)) will be considered **ineligible** for funding.

**Applicants with previous experience administering projects of a similar size and scope and/or working with CDBG funds will be provided additional points in the scoring process.**

### **Strategic Use and Alignment of Resources**

Lee County is designated as an entitlement community by the U.S. Department of Housing and Urban Development (HUD). Lee County is responsible for ensuring that resources available to the community are strategically utilized to maximize impact and effectiveness. Therefore, Lee County reserves the right to match funding opportunities available to the applications received to ensure alignment of resources with community needs and appropriate target populations. All applications received will be evaluated for their appropriateness for each funding opportunity that may be available. Lee County reserves the right to award more than one (1) funding source to a selected application if necessary to maximize a project's effectiveness and overall impact.

### **Funding Priorities**

The submitted applications will be evaluated based in part, on the extent, the project is able to demonstrate achievement of performance measures (as indicated below), and the goals and strategies outlined in the [2019-2023 Consolidated Plan](#).

Special consideration will be given to Projects that:

- Serve the homeless, elderly, or Special Needs groups as defined in 393.063(12) & 420.0004(13), F.S.;
- Have energy efficient features and/or green building design; and/or
- Located in unincorporated Lee County, except if the project is addressing the specific needs of the homeless, elderly, or Special Needs groups as defined in 393.063(12), F.S. and 420.0004(13), F.S. If the property at which work will be undertaken is located within the incorporated areas of Lee County, services must be made available to all Lee County residents, not just residents of a particular jurisdiction.

## **Performance Measures**

Lee County has developed the following performance measures to ensure that funds are strategically used to produce intended outcomes:

1. Number of low / moderate persons assisted; and
2. Number of Non-Profit Facilities assisted.

Proposed projects that include innovative and effective best practices and those that adhere to evidence based program models are encouraged. Lee County is seeking 'out of the box' applications. Projects may be proposed that incorporate different component types and include additional partners (with an established, formal agreement for the proposed project) to provide a specific service as part of an overall project application.

## **Project Completion Timeframes**

Projects may be 'Shovel Ready', where planning and engineering is complete and construction can begin within a very short time, including the ability to ensure occupancy of units within 24 months or less following an award of funding. For most project types, the Project should begin within 3 months following the award of funding.

## **Critical Dates and Timeline**

Friday, April 21, 2023	10:00 AM	Lee County Issues RFA
Tuesday, May 2, 2023	2:00 PM	<b>Pre-Application Meeting</b> <a href="#">Click here to join the meeting</a> Meeting ID: 255 170 042 371 Passcode: ppCWKL  <b>Or call in (audio only)</b> <a href="#">+1 321-414-2159,,492165143#</a> Phone Conference ID: 492 165 143#
Friday, May 5, 2023	5:00 PM	Deadline for questions regarding RFA
Tuesday, May 9, 2023	5:00 PM	Responses to RFA questions sent to Applicants
<b>Friday, May 19, 2023</b>	<b>5:00 PM</b>	<b>SUBMISSION DEADLINE</b>
Thursday, May 25, 2023	TBD	Evaluation and Ranking Committee will meet to score each project application
Friday, May 26, 2023	5:00 PM	Notice of Conditional Selection or Non-Selection sent to Applicants

## **Public Records**

By submitting an Application, the Applicant acknowledges that any material submitted in response to this RFA is a public record pursuant to the Florida Public Records Law, Chapter 119, Florida Statutes, and may be subject to public inspection.

## SECTION II: Scope of Grant Activities and Program Requirements

Lee County encourages applicants to submit applications for projects, even if the project does not 'fit' perfectly into the descriptions here within. By submitting an application, the applicant is informing Lee County of projects it intends or desires to develop to help meet an unmet need in the community and collaboratively work to serve Lee County residents with dignity and respect while building the capacity of the individuals, families, and agencies.

Projects acceptable under this request include:

- **New Project** - a project that does not currently exist and if funded will increase overall service and/or capacity in Lee County.
- **Expansion or Upgrades for a Current Project** – a project currently operating in the community that is being expanded or upgraded to ensure sustainability. Applicants must clearly identify the need for expanded services or upgrades. If expanding, the project outcomes must demonstrate a quantifiable increase in the number **and** type of services being provided.

**Funding requests for projects that 'supplant' or replace a project's current funding source(s) will not be accepted.**

If a project includes multiple, linked activity types (components), only one application, that details the different activity types, needs to be completed. For example: Acquisition and rehabilitation of a facility to serve youth. The single project application should explain in detail all activity types and the project outcomes for the different activity types.

## ***Community Development Block Grant (CDBG)***

### **Eligible Activities**

Lee County has designated eligible activities under this funding source:

- The acquisition, construction, reconstruction, rehabilitation, or installation of public facilities and improvements of public facilities owned by non-profit organizations. The public facilities must be open to the public during normal working hours.
- Acquisition/Construction/rehabilitation to facilities for persons with special needs such as: homeless or domestic violence shelters, transitional living; nursing homes, group homes for the disabled or children in foster care.
- Eligible costs associated with eligible activities may include:
  - Energy efficiency improvements;
  - Handicapped accessibility improvements (including improvements to buildings used for general conduct of government); and
  - Architectural design features and other treatments aimed at improving aesthetic quality

### **Ineligible Activities**

- The maintenance and repair of public facilities and improvements is generally ineligible (e.g., filling potholes, repairing cracks in sidewalks, mowing grass at public recreational areas or replacing street light bulbs).
- Operating costs associated with public facilities or improvements.
- Acquisition of vehicles and acquisition of occupied property.
- Renovation or construction of spaces used solely for administration or storage.
- Renovation of a leased facility.
- Purchase of personal property, including equipment, fixtures, motor vehicles, furnishings, or other personal property is generally ineligible.
- Business relocation resulting in a significant loss of employment in the labor market area.
- New construction of housing.

Additional information about HUD CDBG Program eligible activities and expenses:  
<https://files.hudexchange.info/resources/documents/Basically-CDBG-Chapter-6-Public-Facilities.pdf>

### **PROJECTS MUST MEET ALL FEDERAL, STATE, AND LOCAL REQUIREMENTS**

CDBG Program Regulations (24 CFR 570):

<https://www.hudexchange.info/resource/3689/24-cfr-part-570-cdbg/>

Uniform Administrative Requirements (2 CFR 200):

<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1>

CDBG Guide to National Objectives and Eligible Activities:

<https://www.hudexchange.info/resource/89/community-development-block-grant-program-cdbg-guide-to-national-objectives-and-eligible-activities-for-entitlement-communities/>

CDBG Income Limits:

<https://www.hudexchange.info/resource/5334/cdbg-income-limits/>

The applicant must also comply with requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 U.S.C. 276c)

## Project Beneficiaries

All projects funded with CDBG funds must meet a HUD defined national objective. Each project must meet a national objective as described below.

### ○ **Low-Moderate Income Area Benefit**

- Under the area benefit criteria, the public facility/improvement must benefit all residents of an area where at least 51 percent of the residents are LMI. The service area need not have coterminous boundaries with Census tract borders or other officially recognized boundaries, but must be primarily residential in nature.
- If qualifying an activity under the Area Benefit criteria, records to keep include:
  - Boundaries of the service area;
  - Documentation that the area is primarily residential (e.g., zoning map); and
  - Income characteristics of households in the services area (Census/American Community Survey data).

### ○ **Limited Clientele Benefit**

- Under this criteria, the public facility must exclusively benefit at clientele who are generally presented by HUD to be principally low- and moderate- income persons. The following groups are currently presumed by HUD to be made up of principally low- and moderate- income persons.
  - Abused children,
  - Elderly persons,
  - Persons experiencing homelessness,
  - Victims of Domestic Violence,
  - Persons who cannot read or write,
  - Persons meeting the definition of severely disabled,
  - Persons living with HIVS/AIDs,
  - Migrant farm workers.
- If the facility is not exclusively benefiting the populations listed above, the regulation stipulates that at least 51 percent of the persons served must be low- and moderate-income. This can be achieved by meeting one of the following criteria:
  - Serving at least 51 percent LMI, as evidenced by documentation and data concerning beneficiary family size and income;
  - Having income-eligibility requirements that limit the service to persons meeting the LMI income requirement, as evidenced by the administering agency's procedures, intake/application forms and other sources of documentation;
  - Being of such a nature and in a location that it may be concluded that the activity's clientele are LMI.
- *Public facilities such as homeless shelters or group homes for persons with special needs are just two of the examples of public facilities that may qualify under the Limited Clientele criteria. The populations served by these facilities are populations that are presumed to be LMI persons or families.*



## SECTION III: Funding Guidelines

This RFA does not commit the County to award any funding to any Applicant.

### **Administrative Costs**

Costs associated with general management, oversight, and coordination; training on grant requirements; consolidated plans; and environmental reviews should be incorporated in overall project development costs.

### **Cost Reimbursement – CDBG Funding**

All contracts will be on a cost reimbursement basis. Sub-recipient will be required to submit proper back-up documentation for project eligible expenses as determined by the funding source regulations and requirements. **The contract is reimbursement based and the applicant must be able to pay for project costs prior to requesting payment.**

### **Match**

Match may be cash or in-kind for otherwise eligible project costs by the funding source. All matches must be documented in writing. Match is defined as the provision of direct eligible costs to the project from a source other than the funding source. Match can be provided through an agency's other funded projects, which may also provide services to the funded project's clients or through community partners that, are providing additional, eligible services to a funded project's clients. Match guidelines are as follows:

<b>Funding Source</b>	<b>Percent of Match Required</b>
Community Development Block Grant (CDBG)	No Match Required

### **Maximum/Minimum Funding Request**

For CDBG projects, Lee County reserves the right to award more or less than the amount of funds requested based on funding available.

- The minimum funding request is **\$50,000**.
- Maximum funding available for CDBG is \$1,000,000
- No more than 10 projects will be awarded.

### **Funding Priority**

Funding priority will be given to Projects that are located in unincorporated Lee County, except if the project is addressing the specific needs of the homeless, elderly, or Special Needs groups as defined in 393.063(12), F.S. and 420.0004(13), F.S.

## **Cost of Submitting Applications**

The cost of preparing and submitting an application is the sole responsibility of the applicant and shall not be chargeable in any manner to Lee County. Lee County will not reimburse any applicant for any costs associated with the preparation and submission of an application, including but not limited to, expenses incurred in making an oral presentation, or participating in an interview (*if required*).

## **Conflict of Interest**

The applicant agrees that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required if a contract is awarded. The applicant further agrees that no person having any such interest shall be employed or engaged for said performance. The applicant agrees that no employee, officer, agent of the applicant or its sub-recipients shall participate in the selection, award or administration of a contract or construction bid if a conflict-of-interest, either real or implied, would be involved. The applicant or sub-recipient employees, officers and agents should refrain from accepting gratuities, favors or anything of monetary value from contractors or potential contractors based on the understanding that the receipt of such an item of value would influence any action or judgment of the applicant. For federally funded contracts, conflict of interest provisions described in 2 CFR 200.112 and all other HUD regulations currently in effect and as may be amended from time to time shall apply.

## **State and Federal Administrative Requirements**

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM GUIDELINES  
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)  
CFDA # 14.218

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

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

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

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

Agencies must comply with Federal administrative requirements. All agencies awarded funds through this RFA will be required to comply with a variety of requirements governing the use of Local, State and Federal funds.

Additionally, agencies awarded funds through this RFA will be required to provide access to their financial records to a representative of Lee County to evaluate their financial management systems. These financial records, include, but are not limited to a listing of all grant awards, Single Audit Records, independent financial reviews, and profit and loss statements. Lee County staff will monitor each program to ensure compliance with the terms of the funding agreement between Lee County and the agency. This will include monitoring records kept by the applicant to demonstrate the eligibility of clients, the services provided, duplication of benefits verifications (for both the agency and the clients), and other required information.

**Liability Insurance** – All agencies awarded funds will be required to obtain liability and worker’s compensation

coverage that will be further defined in the funding agreement, if awarded. **Lee County Board of County Commissioners must be named as the Certificate Holder and the additional insured.**

**Handicapped Accessibility** – All projects awarded funds must be accessible to persons with disabilities. Programs, information, participation, communications and services must be accessible to persons with disabilities. Agencies must comply with Section 504 of the Rehabilitation Act of 1974 and Americans with Disabilities Act (ADA).

**Nondiscrimination** – All funded agencies must ensure that all persons have fair and equal access to all forms of assistance regardless of race, color, national origin, age, sex, familial status, religious preference, disability, type or amount of disability, gender identity, perceived gender identity, marital status, sexual orientation, or perceived sexual orientation. These non-discriminatory practices apply to employment and contracting as well as to marketing, and selection of project participants. Lee County requires agencies to practice a person-centered model that incorporates participant choice and inclusion of all homeless and at risk subpopulations present in Lee County, including homeless veterans, youth, and families with children, individual adults, seniors, victims of domestic violence, and Lesbian, Gay, Bisexual, Transgender, Queer or Questioning, and Intersex (LGBTQI) individuals and families.

Lee County operates in accordance with all federal statutes including, but not limited to: the Fair Housing Act, Title VI of the Civil Rights Act, Section 504 of the Rehabilitation Act, and Title II and Title III of the Americans with Disabilities Act. All service providers, where assistance is provided through Community Planning and Development (CPD) programs, including assistance under the: HOME Investment Partnerships program (24 CFR part 92), Housing Trust Fund program (24 CFR part 93), Community Development Block Grant program (24 CFR part 570), Housing Opportunities for Persons With AIDS program (24 CFR part 574),

Emergency Solutions Grants program (24 CFR part 576), Continuum of Care program (24 CFR part 578), or Rural Housing Stability Assistance Program (24 CFR part 579), must ensure equal access to the HUD-assisted program in accordance with all general HUD program requirements as specified in 24 CFR Part 5.

Funded agencies must maintain records demonstrating compliance with the nondiscrimination and equal opportunity requirements under §576.407(a), including data concerning race, ethnicity, disability status, sex, and family characteristics of persons and households who are applicants for, or program participants in, any program or activity funded in whole or in part with the awarded funding source and the affirmative outreach requirements in § 576.407(b).

**Section 3** - Compliance with the provisions of Section 3 and the regulations set forth in 24 CFR 75 shall be a condition of the Federal financial assistance provided under this agreement and binding upon the county, the subrecipient/Agency/provider/developer, and any of the subrecipient/Agency/provider/developer's subcontractors.

The subrecipient/Agency/provider/developer certifies and agrees that no contractual or other impediment exists that prevent compliance with these requirements. The subrecipient/Agency/provider/developer further agrees to comply with these Section 3 requirements and to include the following language in subcontracts executed under this agreement:

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

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

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

**Build America, Buy America Act (BABAA)** – The Act required the head of each covered Federal agency shall ensure that "none of the funds made available for a Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." The Act affirms, consistent with Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers ("the Executive order"), this Administration's priority to "use terms and conditions of Federal financial assistance awards to maximize the use of goods, products, and materials produced in, and services offered in, the United States."

Any infrastructure project receiving federal funding must source their iron, steel, manufactured products and construction materials from the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings for all iron and steel used in the project occurred in the United States. All other provisions outlined in OMB Proposed rule 88 FR 8374.

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## SUBCONTRACTS

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

[http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/convicted\\_suspended\\_discriminatory\\_complaints\\_vendor\\_lists](http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists)

## PROCUREMENT

1. The **AGENCY** shall comply with current Lee County policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property.
2. The **AGENCY** shall procure all materials, property or services in accordance with the requirements of 2 CFR 200 Procurement Standards, and shall subsequently follow Property Management Standards in accordance to 2 CFR 200, covering utilization and disposal of property.
3. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

## DOCUMENTATION AND RECORD-KEEPING

- The **AGENCY** shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this agreement, including but not limited to:
  - A full description of each activity undertaken and its eligibility criteria.
  - Client data demonstrating client eligibility for services provided.
- Documentation of the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR Parts 570.503, as applicable.
- Compliance with fair housing and equal opportunity components of the CDBG program.
- Financial records as required by 24 CFR Part 570.502 and 2 CFR 200; and other records to comply with Subpart K of 24 CFR 570.

## RESTRICTIONS ON USE OF FUNDS

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

1. HATCH ACT- The **AGENCY** agrees that no funds provided, nor personnel employed under this agreement

shall be in any way engaged in the conduct of political activities in violation of Chapter 15 of Title V of the United States Code. Employment Restrictions.

2. **CONFLICT OF INTEREST** - The **AGENCY** agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants and certifies that it presently has no financial interest, and that no employee, agent, consultant, or officer will acquire any financial interest, which would conflict in any manner or degree with the performance of any service required under this agreement.

3. **LOBBYING** - The **AGENCY** hereby certifies that no federal funds have or will be paid by, or on its behalf, to any person influencing or attempting to influence a member of Congress, or an officer or employee of any agency, or of an office of Congress in connection with the award of any Federal contract, the making of any Federal grant or loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. If any non-Federal funds have been used for such influence, the **AGENCY** shall submit a “Disclosure Form to Report Lobbying” in accordance with its instructions.

4. **RELIGIOUS ORGANIZATION** - The **AGENCY** agrees that funds provided under this agreement to either a faith based organization or faith based program cannot be utilized for inherently religious activities, and must be utilized in accordance with the federal regulations specified in 24 CFR 570.200. Faith-based organizations must provide appropriate written notice in accordance to 24 CFR 5.109 describing certain protections available to applicants participating in the activities held at their facility.

#### **ENVIRONMENTAL CONDITIONS**

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

1. Clean Air Act, 42 U.S. C. 7401, et seq.
2. Federal Water Pollution Control Act as amended, 33 U.S.C. 1251, et seq., as amended.
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended.
4. Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), which requires that activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards shall require flood insurance under the National Flood Insurance Program.
5. Lead-Based Paint regulations at 24 CFR 570.608, and 24 CFR Part 35 pertaining to all HUD assisted housing, which require that notice be provided that all properties constructed prior to 1978 may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken, and the advisability and availability of blood lead level screening for children under seven.
6. Historic Preservation under the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800.

An appropriate level of environmental review record will be completed for each awarded project prior to the execution of any written agreement or obligation of funds. Environmental review records must demonstrate appropriate release of funds have been obtained prior to the execution of any written agreement.

#### **PROGRAM INCOME**

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

## RELOCATION, REAL PROPERTY ACQUISITION, AND ONE-FOR-ONE HOUSING REPLACEMENT

The **AGENCY** agrees to comply with the following:

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

## CIVIL RIGHTS

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

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

LAND COVENANTS - This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.602 and 603. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the **AGENCY** shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the **COUNTY** and the United States are beneficiaries of and entitled to enforce such covenants. The **AGENCY** in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

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

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

## CLOSEOUTS

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

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

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

## PAYMENTS AND REPORTS

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

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

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

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



## SECTION IV: Application Evaluation and Selection

### **Threshold Requirements**

Applications will be reviewed by Lee County staff to ensure the submission does NOT contain any fatal flaws, as listed below. If Lee County determines the threshold requirements are not met, the project will be rejected, and the applicant agency notified in writing.

### **Fatal Flaws**

Applications that commit the following will not be given consideration for funding:

- Applications received after the stated due date and time.
- Applications received from an agency not eligible to apply (is not a non-profit, local government, and/or is listed on the Excluded Parties List).
- Applications not signed by the official authorized to execute contracts on behalf of the agency (the name should match the information on the Florida Secretary of State website (<https://dos.myflorida.com/sunbiz/>)).
- Applications for projects on property the applicant has not provided evidence of ownership or other legal control (e.g., a contract or option to purchase). Repairs or reconstruction of a LEASED facility are explicitly prohibited and will not be considered.
- Organization has not been providing services to projects of similar scope/size for at least 12 months prior to the date of application.

### **Application Review, Scoring, Conditional Selection & Approval Process**

Applications that meet threshold criteria will be reviewed and scored by an Evaluation and Ranking Committee<sup>1</sup> using the Project Ranking Tool in **Appendix 3**. The committee will rank and conditionally select projects for funding. Applications must receive at least 80% of all available points to be considered for any funding award. Applications receiving 79% or less of all available points will not be considered for funding, but will be provided the opportunity for a de-briefing with County staff to understand how to improve applications moving forward. An application scoring the most points does not guarantee it will be recommended for funding.

Notice of project selection will be provided to each applicant by **Friday, May 26, 2023**.

### **Post Award Requirements**

If awarded, a contract will be executed by the Lee County Board of County Commissioners and administered by Lee County (see Sample Contract Document in **Appendix 2**). The contract will be based upon the information submitted in the application, all accompanying exhibits/attachments and any additional information that is requested/received during the review phase. Contract language is not negotiable. **The contract is reimbursement based and the applicant must be able to pay for project costs prior to requesting payment.** Modifications and updates to application exhibits may be required prior to contract execution. Applicants should review the attached contract to ensure their ability to comply with all requirements and expectations, including potential increased insurance coverage and financial audits.

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<sup>1</sup>Committee members who have an interest in a submitted project application will recuse themselves from scoring the project in which they have an interest. An interest includes being an employee, volunteer and/or board member of an applicant agency or other entity that is direct partner and/or would otherwise directly benefit of the proposed project.

## SECTION V: Application Forms

All forms must be complete for application to be considered for conditional award.

### 1. Applicant Information

Organization Name:	Authorized Organization Representative Name/Title:
Address:	Telephone:
City, State/Zip:	Organization Website:
Contact Person Name/Title:	Unique Entity ID (SAM#):
Contract Person E-mail:	Federal Employer ID #:

### 2. Project Information

Project Name:	
Project Address <i>(if different from organization address)</i> :	
This is a/an: <input type="checkbox"/> New Project    or <input type="checkbox"/> Expanded Project	
Total Funding Requested for this Project: \$ _____	
Total Non-Housing Facilities Constructed/Rehabbed: _____	
<b>Project Type <i>(check as many as applicable below)</i>:</b>	
<input type="checkbox"/> <b>Public Facility Improvements</b> <input type="checkbox"/> Acquisition <input type="checkbox"/> Acquisition/Rehabilitation <input type="checkbox"/> Rehabilitation <input type="checkbox"/> Reconstruction	<input type="checkbox"/> <b>Other:</b> <i>Clearly describe all project components in the Project Description.</i>

<b>Target Service Location <i>(check as many as applicable below)</i>:</b>	
<input type="checkbox"/> City of Cape Coral <input type="checkbox"/> City of Fort Myers <input type="checkbox"/> City of Bonita Springs <input type="checkbox"/> City of Sanibel	<input type="checkbox"/> Town of Fort Myers Beach <input type="checkbox"/> Unincorporated Lee County <input type="checkbox"/> All of Lee County <input type="checkbox"/> Other: _____

**Target Population (check as many as applicable below):**

<input type="checkbox"/> LGBTQI+ Individuals/Families/Youth <input type="checkbox"/> Unaccompanied Youth (ages 18-24) <input type="checkbox"/> Youth exiting foster care <input type="checkbox"/> Children under the age of 18 <input type="checkbox"/> Person Experiencing Homelessness <input type="checkbox"/> Low / Mod Clientele <input type="checkbox"/> Families <input type="checkbox"/> Victims of Domestic Violence	<input type="checkbox"/> Individuals with Severe and Persistent Mental Illness <input type="checkbox"/> Veterans <input type="checkbox"/> Developmental disability as defined in 393.063(12), F.S <input type="checkbox"/> Disabling condition as defined in 420.0004(7), F.S. <input type="checkbox"/> Other: _____
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**Site Information**

Legal Site Control (with proof) <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Displacement of Existing Tenants <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Shovel Ready (begin within 3 months) <input type="checkbox"/> Yes <input type="checkbox"/> No _____	Energy Efficient Features / Green Design <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
--------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------

**3. Certification**

To the best of my knowledge, I certify that the information in this application is true and correct and that the document has been duly authorized by the governing body of the applicant. I will comply with the program rules and regulations if assistance is approved. I also certify that I am aware that providing false information on the application can subject the individual signing such application to criminal sanctions. I further certify that I am authorized to submit this application and have followed all policies and procedures of my agency regarding grant application submissions.

Authorized Organization Representative:

Signature: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

*Applications must be signed by the official authorized to execute contracts on behalf of the agency (the name should match the information on the Florida Department of State website <https://dos.myflorida.com/sunbiz/> )*

## 4. Project Description

A narrative response which must include:

- sufficient information to understand the scope of the project, the number and type of clients to be served, the services to be provided and the cost of the proposed activities;
- how the project will expand existing services/capacity
- the project's plan to make connections to mainstream benefits and community resources, when appropriate; and
- an overall demonstration of need.

*The narrative must be attached to the application in either Word or PDF format.*

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## 5. Quality of Service

The applicant must provide a brief response to each question below.

1. Describe how the project aligns with community goals and how the project furthers Lee County's Affordable Housing Programs. *Community goals are described in the [2019-2023 Consolidated Plan](#). **Documentation of how the agency's project meets the goal must be attached to this application.***
2. Describe how the project will meet one of the HUD defined national objectives (<https://www.hudexchange.info/sites/onecpd/assets/File/Basically-CDBG-State-Chapter-3-Nat-Obj.pdf>).
3. Describe how the project is innovative, based on national best practices, and designed in accordance with an existing evidence-based program.
4. Describe how the project will help to increase the capacity of your organization's programs/services or provide for sustainability of your existing programs/services. (for example, building a new kitchen facility will allow for 100 more meals to be served per day, or building a new dorm area will allow for 10 more children to be housed each night, a new roof will allow for continued provision of services.) .
5. Describe how the project is compatible with and will enhance the existing community/neighborhood, and could lead to additional revitalization and/or neighborhood improvement.
6. Describe how the project will result in the adaptive reuse or redevelopment of existing structures or properties that have existing development.
7. Describe how the project will remain operationally sustainable for the next 15-20 years. Please include a description of any revenue sources planned or existing that are anticipated to be used to operate the facility and/or provide expanded services.
8. Explain your agency's experience completing projects of a similar size and scope, including federal, state, and/or local government grant experience and capacity of the organization to administer the project and oversee all compliance requirements.

9. Does your agency conduct an internal annual evaluation of services provided? If yes, please provide a copy of the most recent evaluation.
  10. Describe how the agency will continue to provide quality services in the community if overall funding was reduced or lost.
- 

## **6. Ability to Complete Activities Outline**

The applicant shall provide an outline that documents their ability to complete the funded activities in the allotted timeframe. This outline shall include:

- Timelines of critical tasks to be accomplished for each proposed activity;
- Monthly spending plans and proposed drawn down schedules; and
- Reporting schedule for outcomes achieved.

*The outline is required and must be attached to the application in either Word or PDF format.*

## **7. Budget Narrative**

The applicant shall provide a budget narrative to describe the overall project budget and sources of leveraged funds expected for the period of the grant. The budget narrative must include the following criteria:

- Identify sources of leveraged funds which are currently committed to the organization for this project (**commitment letters MUST be attached**).
- Describe and justify the proposed costs.
- Clearly identify the timeframes and methods for obligating grant funds, and how the agency plans to ensure funds are spent before the deadline.
- If the applicant plans to additionally provide services, other than those eligible under the funding in this application, clearly denote the type of other services or programs and the funding sources.
- Provide a detailed development and operating pro forma.

**A copy of the applicant's overall budget, including other services or programs and funding sources, general management and oversight budget, overhead/indirect rates charged to grant sources, and chart of key project staff, including a description of their duties and qualifications must be attached following the Budget Narrative.**

### 8. Budget and Match Form

Complete each line as applicable to the proposed project.

Item Description	Total Requested
<b>Acquisition of Real Property</b>	
Grant funds may be used to pay up to 100 percent of the cost of acquisition of real property selected by the recipient or Sub recipient. (Budget Narrative must provide greater detail of the financing and total project costs)	\$
<b>Rehabilitation</b>	
Eligible rehabilitation costs include installing cost-saving energy measures and bringing a structure up to health and safety standards.. Rehabilitation on leased properties is ineligible.(Budget Narrative must provide greater detail of the financing and total project costs)	\$
<b>Other Projected Costs (Please list and describe each)</b>	
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
<b>Total Request</b>	<b>\$</b>

*The proposed budget will be used in scoring projects related to funding award decisions. If selected for funding, new budgets may be requested based on the actual funding sources' budget requirements and eligible costs*

Applicant Representative Signature:

Date:

## 9. Leveraged Funding Sources

### A. Grants

List each grant award claimed by your agency that will be used to fund the project within this application.

*Letters of commitment and/or contracts must be attached.*

	<b>Source of Leveraged Funding</b> (Program income, GN, cash, exc..)	<b>Grant Amount</b>	<b>Grant Award # / Reference</b>
1		\$	
2		\$	
3		\$	
4		\$	
5		\$	
<b>Total Leveraged Funds</b>		\$ _____	

### B. Total Funding for Project

<b>Funding Source</b>	<b>Total Amount</b>
<b>A. Total Leveraged Funds</b>	\$
<b>C. Total Requested Through This Application</b>	\$
<b>Total Funding for Project</b>	\$

## 10. Project Outcomes

Applicants must provide anticipated outcomes for each of the applicable performance measures below. Complete all that apply.

Performance Measure	Desired Outcome	Describe the project component(s) that will be used, and how the outcome will be achieved and monitored.
<input type="checkbox"/> Number of facilities assisted		
<input type="checkbox"/> Number of low / moderate households assisted		
<input type="checkbox"/> Number of jobs created		
<input type="checkbox"/> Other:  _____		

## 11. Required Attachments

- a. Documentation of Other Funds - Letters of Commitment or Contracts
- b. Applicants Annual Operating Budget – Financial Statements
- c. Chart of Key Project Staff, including a description of their duties and qualifications
- d. Documentation of National Best Practices or Evidence Based Program design
- e. Evidence of Legal Control of Project Site
- f. Proof of non-profit Status or Proof of Qualified Business



## 12. Completeness Checklist

*Applicants must complete chart below and attach as PAGE 1 of the submission.*

<u>Application Forms and Attachments</u>	<u>Page #</u>
<b><u>Project Name:</u></b>	
<b><u>Project Applicant:</u></b>	
<b><u>Total Funding Requested:</u></b>	
<b>Table of Contents (COMPLETENESS CHECKLIST)</b>	<b>1</b>
1. Applicant Information	
2. Project Information	
3. Certification	
4. Project Description	
5. Quality of Service Questionnaire	
6. Ability to Complete Activities Outline	
7. Budget Narrative	
8. Budget and Match Form	
9. Other Funding	
10. Project Outcomes	
11. Required Attachments	
a. Documentation of Other Funds	
b. Applicants Annual Operating Budget	
c. Chart of Key Project Staff	
d. Documentation of Project's Alignment with Community Goals	
e. Documentation of National Best Practices or Evidence Based Program design	
f. Evidence of legally formed entity qualified to do business in the State of Florida (if applicable)	
g. Proof of Non-Profit Status (if applicable)	
h. Evidence of ownership or legal control of project site	
i. Information about Partners – MOU's, development team, agreements, exc.	

## **SECTION VI: APPENDICES**

***Appendix 1 – RFA Appeal Process***



## RFA Appeal Process

### A. Criteria

All eligible applicants have the opportunity to appeal both their score and preliminary ranking prior to the ranked list being finalized. An appeal can only be made by an applicant regarding the scoring of its own application. The Appeals Committee will only be established if an applicant requests an appeal. Applicants may ask for summary scoring information prior to the submission of the appeal letter. Individual ranking committee member scores will not be released to applicants. No Applicant shall have the right to appeal a decision from the Department relating to another Applicant's eligibility, point score, award, denial of award, or any other matter related thereto. The appeal process provided herein applies solely to decisions made in this RFA and does not apply to any decisions made with respect to any previously issued RFAs, or decisions to be made pursuant to future program RFAs.

Note: Project Applicants that have been found to not meet the threshold requirements are not eligible for an appeal.

### B. Appeal Process and Deadline

Any and all appeals must be received in writing with supporting documentation within three (3) business days of the notification of ranking to projects.

All notices of appeal must be based on the information submitted by the application due date. No new or additional information will be considered. Omissions to the application cannot be appealed.

The notice of appeal must include a written statement specifying in detail the grounds asserted for the appeal. The appeal must include a copy of the application and all accompanying materials submitted to the Review and Rank Committee. No additional information can be submitted. The appeal is limited to one single spaced page in 12-point font in the form of a letter on the applicant's agency's letterhead and must clearly state the reasons for the appeal and specify all issues being contested. Once the written appeal is submitted, no further information or materials will be accepted or considered.

All valid appeals will be read, reviewed, and evaluated by the Appeals Committee.

The Appeals Committee will meet to deliberate the appeal.

- The Appeals Committee will review the rankings made by the Review Committee only on the basis of the submitted project application, the one page appeal, any statements made during the appeal process, and the material used by the Review Panel. No new information can be submitted by the Project Applicant appealing or reviewed by the Appeals Committee.

- The decision of the Appeals Committee must be supported by a simple majority vote.

### **C. Appeal Decisions**

The appealing agency will receive a written decision of the Appeals Committee within two (2) business days of the Appeals Committee Meeting.

The decision of the Appeals Committee will be final.

### **D. Effectiveness**

If the applicable statutes and/or Guidelines governing the funding source's program contain an existing process for appealing decisions of the Department with respect to RFA awards, then this section shall be inapplicable, and such existing authority shall govern all appeals.

### **E. Application Debriefing**

An agency may request a debriefing of their reviewed application, whether or not the project was chosen to be funded. This must be a written request within 3 days of award notification. Application debriefing will be a summary of the review committee's feedback on the project. This information is not eligible to be used for an appeal, it is informative for the agency.

***Appendix 2 – Sample Contract Document***

CSFA # \_\_\_\_\_  
CFDA # \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Funding Source: \_\_\_\_\_

**STANDARD NONPROFIT/GOVERNMENT CONTRACT**

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

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

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

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

**ARTICLE I: SCOPE OF SERVICES**

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

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

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

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

**ARTICLE II: TERM OF CONTRACT**

This Contract shall begin \_\_\_\_\_ and end, \_\_\_\_\_ unless terminated as specified in Article IX, Suspension/Termination.

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

**ARTICLE III: COMPENSATION AND REPORTS**

**A. Contract Payment**

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

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

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

For Partnering for Results (PFR) contracts, Lee County will fund no more than 40% of the program’s actual cash expenses. The agency must be able to substantiate receipt of at least 60% of revenue from other sources or the amount of contract may be reduced. Documentation of expenses may be required at any time during the contract term if the ratio of county funding to program expenses exceeds or is close to exceeding the 40/60% requirement. In addition, Lee County may not fund program if revenues significantly exceed expenses.

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

**B. Deferred Payment/Return of Funds**

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

If, as a result of monitoring or audit, units of service provided are not documented a payment may be deferred. If units are found to be unallowable, no future payments will be made until the full amount of overpayment is remitted to the COUNTY or a repayment agreement is accepted by COUNTY. If the monitoring or audit occurs after the term of this contract, the **PROVIDER** will be required to remit funds to the **COUNTY** in accordance with the repayment conditions below.

The **PROVIDER** agrees to return to the **COUNTY** any overpayments due to funds



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

C. **Contract Deliverables**

1. **Required Reports (checked boxes are applicable)**

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

Appropriate back-up/supporting documentation may include: cancelled checks, vendor invoices, authorized purchase orders, attendance/service logs, other funder invoices, expenditure spreadsheets or other original documentation, as well as a copy of the PROVIDER'S check issued with authorized signature. Two-sided copies of back-up documentation are preferred. For Construction Contracts, inspection reports from qualified officials should be submitted with the appropriate monthly payment request. For PFR contracts, documentation of expenses may be required as back-up/supporting documentation if the ratio of county funding to program expenses exceeds or is close to exceeding the 40/60% requirement.

The Exhibit 1 (Payment Request) must be submitted with an **authorized** signature. Cancelled checks, bank statements and/or other documentation from vendor that expense has been paid or service provided may be verified during monitoring.

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

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

**EXHIBIT 3 – Performance Outcomes Report – Due: As indicated on Exhibit 3.**

**EXHIBIT 4 - Quarterly Unit Rate & Revenue Analysis Report – Due: 30 days following the end of each quarter. (Jan 31; April 30; July 31; Oct 31).**  
**Documentation to support expenditures and revenue MUST be attached i.e.**

**QuickBooks; Profit/Loss Statement.**

- EXHIBIT 5- Annual Progress Report or Closeout Report- **Due as indicated on Exhibit 5 and/or in Section D.**
- EXHIBIT 6 - Certificate of Insurance - **Insert in contract.**
- EXHIBIT 7 – Statement of Work – **Insert in contract.**
- EXHIBIT 8 - Equipment/Fixed Assets Inventory Form- **Due: 30 days from purchase of equipment or fixed assets, and annually on October 1.**
- EXHIBIT 9 - Annual Certification of Continued Operation - **Due: As indicated on Exhibit 9.**
- EXHIBIT 10- Current Board of Directors Roster

All exhibits/reports should be submitted electronically (email or uploaded into database if applicable). An electronic signature or a scanned copy of the report with signature is acceptable for all reports/exhibits including the Exhibit 1 (Payment Request) for which signatures are required.

**2. Required Documents**

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

**D. Contract Closeout**

- Partnering for Results: Unit Rate Analysis Report -**Due: 30 days after contract end.**
- Partnering for Results: Final Payment Request –**Due: 4 business days after contract end.**
- Partnering for Results: Close-Out Report – **Due 30 days after contract end.**
- State Mandated: Final Payment Request – **Due: 4 business days after contract end**
- HOME – Close-out package for each property –**Due: 120 days after payment request.**
- Supportive Housing Program and Rental Assistance (COC) – Final Payment Request and Annual Progress Report – **Due: 45 days end date of operating year.**
- CDBG – Final Payment Request and Beneficiary Reports – **Due: 20<sup>th</sup> of the month after term end.**
- Other Funding Source – \_\_\_\_\_  
Final Closeout Payment Request – **Due:** \_\_\_\_\_

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

**A. Monitoring**

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

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

**B. Audits and Inspections**

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

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

**C. Records**

The **PROVIDER** shall retain all financial, client demographics, and programmatic records, supporting documentation, statistical records, and other records, which are necessary to document service provision, expenditures, income and assets of the **PROVIDER** by funding source, program, and functional expenses category during the term of this contract and a minimum of five (5) years from the date of contract expiration. The retention period may be longer depending on the funding source and it is the **PROVIDER'S** obligation to comply with all Federal and State of Florida retention schedules. If any litigation, claim, negotiation, audit, or other action involving the records has been initiated before the expiration of the retention period, the records shall be retained for one (1) year after the final resolution of the action and final resolution of all issues that arise from such action.

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

- 1) keep and maintain public records that ordinarily and necessarily would be required by the **COUNTY** in order to perform the services required under this Contract;
- 2) upon request from the County's custodian of public records, provide the **COUNTY** with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law;
- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the **COUNTY**, all public records in possession of **PROVIDER** upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the **COUNTY** in a format that is compatible with the information technology system of the **COUNTY**.

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

**D. Independent Audit**

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

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

The audit must be submitted electronically to the **COUNTY** no later than one hundred eighty (180) days following the end of a nonprofit **PROVIDER'S** fiscal year and two hundred seventy (270) days following the end of a government/municipality **PROVIDER'S** fiscal year. If applicable, any corrective action plan must be submitted. Failure to submit the report within the required time frame can result in the withholding of payment, or termination of the contract by the **COUNTY**.

The audit must be conducted by an independent, licensed certified public accountant with an unmodified opinion on their current peer review and must be in accordance with the General Accounting Office (GAO) Yellow Book, Generally Accepted Government Auditing Standards,

OMB Circular A-133 “Audits of States, Local Governments and Nonprofit Organizations” if applicable, the Florida Single Audit Act (F.S. 215.97) if applicable, and the Auditor General Rule 10.550 (Government) or 10.650 (Not For Profit) as applicable.

## **ARTICLE V:            **AMENDMENTS****

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

The Department Director may approve amendments to the contract, which do not substantially change the original contracted scope of service and statement of work, including extensions to the end date of the contract as identified in ARTICLE II. The Board of County Commissioners must approve amendments which increase or decrease contract funds; significantly change program design including target population or major changes in outcomes; change or add to the standard provider contract language, which is not for the purpose of correcting original omissions or clarifying original contract intent.

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

## **ARTICLE VI:            **CONTRACTOR STATUS****

### **A.     Independent Contractor**

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

### **B.     Subcontracts**

Primary roles and responsibilities of **PROVIDER** cannot be subcontracted. It is mutually agreed that any program component that is subcontracted by **PROVIDER** must have a written contract upon execution of this contract. Provider must provide written notice to the **COUNTY** of all subcontractors as well as provide copies of all contracts entered into with subcontractors upon the **COUNTY**’s request. Procurement and/or bidding of non primary roles and responsibilities must be awarded on a fair and non collusive basis and must be in compliance

with all applicable Lee County, State of Florida and Federal standards. The **PROVIDER** shall not enter into a transaction with a person or affiliate placed on the Florida Department of Management Services' Convicted Vendor List. For projects and services receiving federal funds, the **PROVIDER** shall also not enter into a transaction with debarred, suspended or ineligible contractors and participants included on the Federal Excluded Parties List. The **PROVIDER** must ensure each subcontractor conforms to the terms and conditions of this contract and if applicable Attachment A, Program Guidelines and must be subject to indemnification as stated in Article VIII.

## **ARTICLE VII: CONFLICT OF INTEREST**

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

For federally-funded contracts, conflict of interest provisions described in 2 CFR 200.112 and all other HUD regulations currently in effect and as may be amended from time to time shall apply.

## **ARTICLE VIII: RISK MANAGEMENT**

### **A. Hold Harmless and Indemnity Clause**

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

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

### **B. Insurance Requirements**

### **Insurance – Nonprofit Providers**

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

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

1. **Workers' Compensation**– Statutory benefits as defined by Florida Statute 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees. Employers' liability will have minimum limits of:
  - \$100,000 per accident
  - \$500,000 disease limit
  - \$100,000 disease limit per employee
  
2. **Commercial General Liability** – Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability, and broad form property damage exposures with minimum limits of:
  - \$500,000 bodily injury per person (BI)
  - \$1,000,000 bodily injury per occurrence (BI)
  - \$500,000 property damage (PD) or
  - \$1,000,000 combined single limit (CSL) of BI and PD

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

**Insurance – Government/Municipality**

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

**C. Notice of cancellation or modification**

The COUNTY will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Lee County Risk Manager, P. O. Box 398, Ft. Myers, FL 33902.

**ARTICLE IX: SUSPENSION/TERMINATION**

**A. Suspension**

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

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

For contracts funded under “Partnering for Results”: If anticipated Program revenue from other sources exceeds expenses by 40%, COUNTY reserves the right to suspend contract until final expenses/revenue is confirmed.

**B. Termination by COUNTY**

The COUNTY may at any time and for any reason cancel this Contract by giving twenty-four (24) hours written notice to the PROVIDER by Certified Mail, Process Server or Hand Delivery following a determination by the County Manager or designee, at its sole discretion, that such cancellation is in the best interest of the people of the county. From the date of cancellation, neither party shall have any further obligation unless specified in the termination notice.

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

For contracts funded under “Partnering for Results”: If confirmed Program revenue from other sources exceeds expenses by 40%, COUNTY reserves the right to terminate contract upon no less than twenty four (24) hours written notice.

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

**C. Termination by PROVIDER**

The PROVIDER may at any time and for any reason cancel this Contract by giving seventy-



two (72) hours prior written notice to the **COUNTY** by Certified Mail or Process Server of such and specifying the effective date.

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

## **ARTICLE X:           ASSURANCE, CERTIFICATIONS, AND COMPLIANCE**

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

### **IMMIGRATION LAWS:**

The **COUNTY** will not intentionally award contracts to any provider/contractor/vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act (INA).

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

### **OTHER REQUIREMENTS:**

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

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

Additional information can be accessed at the following websites:  
[http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/fair\\_housing\\_equal\\_opp/FHLaws](http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/FHLaws)  
[http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/fair\\_housing\\_equal\\_opp](http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp)  
[https://www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp/promotingfh/lep-mfh-faq](https://www.hud.gov/program_offices/fair_housing_equal_opp/promotingfh/lep-mfh-faq)

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

All advertising of residential real estate for sale, rent, or financing should contain an equal housing opportunity logotype, statement, or slogan as a means of educating the home seeking public that the property is available to all persons regardless of race, color, religion, sex, handicap, familial status, or national origin. The choice of logotype, statement or slogan will depend on the type of media used (visual or auditory) and, in space advertising, on the size of the advertisement. Different styles/types/sizes of logos and information regarding brochures and can be located at the following website:  
<http://portal.hud.gov/hudportal/HUD?src=/library/bookshelf11/hudgraphics/fheologo>

- C. That they will comply with the Americans with Disabilities Act of 1990 (“ADA”) (as codified at U.S.C 42.126 (sections 12101-12213) and 28CFR35, which gives civil rights protections to individuals with disabilities, guaranteeing equal opportunity for individuals with disabilities in employment, public accommodations, transportation, State and local government services, and telecommunications. A Single-Point-of-Contact shall be required if the agency employs 15 or more employees. The Single-Point-of-Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the **PROVIDER**’s Single-Point-of-Contact.
- D. That they will administer their programs under procedures, supervision, safeguards, and such other methods as may be necessary to prevent fraud and abuse, and that it will target its services to those who most need them.
- E. That if clients are to be transported under this contract, the **PROVIDER** will comply with the provisions of Chapter 427, Florida Statutes, which requires the coordination of transportation for the disadvantaged.
- F. That any products or materials purchased with contract funds shall be procured in accordance with the provisions of Chapter 403.7065, Florida Statutes, which refers to the procurement of products or materials with recycled content.
- G. That they will comply with Chapter 39.201, Florida Statutes, that any person who knows, or has reasonable cause to suspect, that a child is abused, abandoned, or neglected by a parent, legal custodian, caregiver, or other person responsible for the child’s welfare, as defined in this chapter, shall report such knowledge or suspicion to the Florida Abuse Hotline (1-800-962-2873).
- H. That they will comply with Chapter 415.1034, Florida Statutes, that any person who knows or has reasonable cause to suspect that a vulnerable and or disabled adult has been abused, neglected, or exploited, shall immediately report such knowledge or suspicion to the Florida Abuse Hotline (1-800-962-2873).

- I. That if personnel in programs under this contract work directly with children/youths and vulnerable or disabled adults, the **PROVIDER** will comply with applicable provisions under Florida Statutes 943.0542; 943.04351; 393.0655; 402, regarding employment screening.
- J. That they will comply with Chapter 216.347, Florida Statutes, which prohibits the expenditure of contract funds for the purpose of lobbying the legislature, State or county agencies.
- K. That they will notify the **COUNTY** immediately of any funding source changes and/or additions from other sources that are different from that shown in the **PROVIDER'S** application/proposal. This notification must include a statement as to how this change in funding affects provision of service as well as the use of and continued need for **COUNTY** funds.
- L. That they will acknowledge support for activities funded wholly or in part by **COUNTY** funds. In publicizing, advertising, or describing the program, state "Funding provided by Lee Board of County Commissioners".
- M. That they will notify the **COUNTY** of any **SIGNIFICANT** changes to the **PROVIDER** organization to include Board Membership (roster), Articles of Incorporation and Bylaws within ten (10) working days of the effective date.
- N. For federally funded programs, that they will comply with applicable uniform administrative requirements as described in 2 CFR Part 200 and all other established, applicable HUD regulations as now in effect and as may be amended from time to time.
- O. The **PROVIDER** shall ensure that Lee County funds are restricted to people legally able to reside in the US.
- P. The **PROVIDER** is prohibited from using contracted funds for the following: political activities; lobbying; political patronage; nepotism activities; and inherently religious activities such as worship, religious instruction, or proselytization.
- Q. The **PROVIDER** must verify employment eligibility of all new employees hired during the contract term through the U.S. Department of Homeland Security's E-Verify system.

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

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

**ARTICLE XII: CONTRACT DISPUTE RESOLUTION PROCEDURE**



\_\_\_\_\_

Title

\_\_\_\_\_

Title

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

**ARTICLE XIV: SPECIAL PROVISIONS**

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

**ARTICLE XV: ALL TERMS AND CONDITIONS INCLUDED**

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

**IN WITNESS THEREOF, PROVIDER and COUNTY** have caused this 17-page contract and all Contract Exhibits and Attachments as indicated on next page to be executed by their undersigned officials as duly authorized.

**PROVIDER:**

By: \_\_\_\_\_  
Name (print)

\_\_\_\_\_  
(Signature of authorized officer)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, \_\_ (year),

**COUNTY: LEE COUNTY**

By: \_\_\_\_\_  
Name (print)

\_\_\_\_\_  
(Signature of authorized officer)

Board of County Commissioners  
Title

\_\_\_\_\_  
Date

**ATTEST:**  
**CLERK OF CIRCUIT COURT**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

NOTARY:

By: \_\_\_\_\_  
Notary of Public (Signature)

\_\_\_\_\_  
Name (typed)

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

By: \_\_\_\_\_

Date: \_\_\_\_\_  
**OFFICE of the COUNTY ATTORNEY**

SAMPLE

### ***Appendix 3 – Project Ranking Tool***

- Applications meeting the threshold criteria will be scored for comparison purposes using the criteria provided below.
- Answers provided in the application will be rated on a scale that moves from *vague/unclear/lacking* to *strong evidence/exemplary/highly innovative*. The assigned score will be based on the overall strength of the answer and evidence provided.
- An application scoring the most points does not guarantee the application will be recommended for funding by the Committee. The Committee's funding recommendation will be brought to the Board of County Commissioners for consideration.
- Funding priority will be given to Projects that are located in unincorporated Lee County, except if the project is addressing the specific needs of the homeless, elderly, or Special Needs groups as defined in 393.063(12), F.S. and 420.0004(13), F.S.

## 2022/2023 Lee County Project Ranking Tool

<p><i>This portion of the ranking tool will be completed by HVS.</i></p>	<p><b>Threshold Requirements</b></p>
<p>Proposal was submitted by deadline. <i>If no, ineligible to apply.</i></p>	
<p>Applicant is a non-profit organization with 501c3 Status. <i>If no, ineligible to apply.</i></p>	
<p>Applicant agency has been providing direct services for at least 12 months prior to application deadline. <i>If no, ineligible to apply.</i></p>	
<p>Organization is NOT listed on the excluded parties list. (www.sam.gov) <i>If no, ineligible to apply.</i></p>	
<p>Application is signed by agency official designated to execute contracts. <i>If no, ineligible to apply.</i></p>	
<p>The Applicant is a legally formed entity qualified to do business in the state of Florida. <i>If no, ineligible to apply.</i></p>	
<p>Evidence of ownership or other legal control of the project site by the Applicant is provided. <i>If no, ineligible to apply.</i></p>	
<p style="text-align: right;"><b>Eligible to Apply</b></p>	
<p style="text-align: right;">Review Staff Initial: Date of Threshold Review:</p>	



## Project Scoring

Please enter your score for each criteria based on the project proposal using only whole and half points.

While most scoring factors are related to specific questions, reviewer may consider all elements of the proposal to determine score for each item.

<p><b>2: Project Information</b>  <b>Priority Projects:</b> The project is located in unincorporated Lee County  <b>Maximum Point Value: 5</b></p>	
<p><b>2: Project Information</b>  <b>Priority Projects:</b> The project increases services/capacity for persons who are experiencing homelessness, elderly, or Special Needs groups as defined in 393.063(12), F.S. and 420.0004(13), F.S. and/or the project increases the number of affordable rental housing units in Lee County.  <b>Maximum Point Value: 5</b></p>	
<p><b>4. Project Description:</b> There is a demonstrated need for the project to address a gap or increase services in the community. The project will connect beneficiaries to community resources. The project is feasible.  <b>Maximum Point Value: 10</b></p>	
<p><b>5. Quality of Services</b>  <b>1.-3. Alignment with Community Goals and Needs:</b> The project aligns with the community goals described in the Consolidated Plan and meets a HUD National Objective. The project is innovative and uses national best practices and/or evidence based program models, including green building and energy efficiency features, and is designed with broadband in mind.  <b>Maximum Point Value: 15</b></p>	

<p><b>5. Quality of Services</b></p> <p><b>5.-6. Alignment with Community Goals and Needs:</b> The project includes on site/co-located supportive services (i.e. behavioral health, physical health, case management, job training, job placement, life skills, budget and financial counseling, etc.). The project demonstrates a sound process for making referrals to other service providers (if applicable).</p> <p><b>Maximum Point Value: 10</b></p>	
<p><b>5. Quality of Services</b></p> <p><b>7.-9. Agency's Capacity and Experience:</b> The agency has at least 12 months experience carrying out projects or services with a similar scope/size. The agency current operates facilities or programs with similar services.</p> <p><b>Maximum Point Value: 10</b></p>	
<p><b>6. Ability to Complete Activities Outline</b></p> <p>The agency has a clear schedule for project implementation, spending, and reporting, and will be able to carry out activities within the funding period.</p> <p><b>Maximum Point Value: 10</b></p>	
<p><b>7.-9. Budget, Match and Leverage:</b> The project has a reasonable budget, all anticipated costs are eligible under one of the available funding sources, and proforma indicates a sustainability financial structure. The project also uses leveraged funds to expand available services/capacity.</p> <p><b>Maximum Point Value: 10</b></p>	
<p><b>10. Project Outcomes</b></p> <p>The project demonstrates sufficient outcomes for the funding being request. The applicant clearly describes how outcomes will be achieved.</p> <p><b>Maximum Point Value: 10</b></p>	
<p><b>Overall Proposal Presentation:</b> The proposal is organized, and adheres to NOFA instructions. Narratives are clear and concise, and the proposal presents new and original information to be considered for funding. All required attachments are included.</p> <p><b>Maximum Point Value: 5</b></p>	
<p><b>Prior CDBG Experience:</b> The agency has prior experience expending CDBG funding. The CDBG funding was used for a similar scope and size of project.</p> <p><b>Maximum Point Value:10</b></p>	
<p style="text-align: right;"><b>Total</b></p>	<b>0.00</b>
<b>Total Available Points = 100</b>	

***Appendix 4 – Duplication of  
Benefits Policy***



Human and Veteran Services  
Duplication of Benefits  
Policies and Procedures

*August 2022*

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## **Purpose**

The purpose of the Policy on Duplication of Benefits (DOB) is to ensure that Lee County is not providing federal funds to pay for particular costs where there is another source of federal financial assistance that has paid for that same cost. Further, this document will identify specific processes that will assist in preventing the DOB.

## **Applicability**

This policy pertains specifically to federal funds granted to subrecipients through Lee County Human and Veteran Services. The framework for this policy was provided by the Coronavirus Aid, Relief and Economic Security Act (CARES Act) (Public Law 116-136) Act signed into law on March 27, 2020. This policy is applicable to all of the County's processes related to the acceptance, prioritization and spending of federal funds, including but not limited to CDBG-DR, CDBG-CV, and ESG-CV.

*"The CARES Act requires HUD to ensure that there are adequate procedures in place to prevent any duplication of benefits as required by section 312 of the Stafford Act, as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 42 U.S.C. 5121 et seq.)."*

## **Policy Statement**

It shall be the policy of Lee County to take affirmative steps to ensure that a duplication of benefit does not occur in the administration of any of its federal funding, including but not limited to CDBG-DR, CDBG-CV and ESG-CV funding. Subrecipients and partners responsible for implementing projects and activities funded under Lee County's CDBG-DR, CDBG-CV and ESG-CV grants shall be required to adhere to the policy and procedures outlined in this document and must ensure that DOB prevention is specifically addressed in their policies and procedures.

A duplication of benefits occurs when a person, household, business, government, or other entity receives financial assistance from multiple sources for the same purpose, and the total assistance received for that purpose is more than the total need for assistance.

## **Ensuring Compliance**

This section outlines Lee County's procedures for ensuring no DOB occurs. Human and Veteran Services (HVS) will be responsible for ensuring compliance by subcontractors, subrecipients and other partners. In addition to the procedures below, all grant agreements must contain language indicating that any duplication of benefit received post-award will require repayment.

## Proposal Review

All proposals/applications that are being considered for funds provided by federal pass through, including, but not limited to the CARES Act and or CDBG- DR Funds, shall be assessed by how they address a community need and to what extent the prevent, prepare for and/or respond to the coronavirus. Additionally, proposals shall be evaluated alongside other available resources to meet the same need.

No proposals that duplicate a benefit at the time of funding will be recommended for approval. An analysis of funding available and current unmet need will be conducted prior to finalizing agreements. HVS staff will consult with community members, professional partners, and other agencies when reviewing proposals to ensure there are not alternative funding sources available.

Prior to award, the HVS shall identify total need and determine whether all costs are reasonable and necessary. The HVS shall require applicants to identify all sources of funding received and reasonably anticipated and provide supporting documentation of such sources (for example, bank statements showing the receipt and expenditure of Payroll Protection Program funds). The HVS shall require the applicant (individual or entity) to certify that all assistance is reported. Whenever possible, the HVS shall attempt to obtain third party verification for all sources of assistance.

To assist in determining the unmet need, all expenses for which the applicant requests reimbursement shall be entered into a DOB Worksheet (sample included in Appendix A). All payments received or anticipated for the expenses shall also be entered. The difference between the total expenses and total payments received or anticipated shall be the maximum amount of federal financial assistance.

## Executing an Award

If HVS or its subrecipients determine that the federal funding award will not be a duplication of benefit, HVS or its subrecipients will execute grant/loan agreement with recipient/beneficiary. The agreement for assistance must contain the following provisions:

- Any additional funds received will be reported to the program administrator within 15 calendar days of receipt. If the additional funds are determined to be duplicative, the award will be reduced and/or the recipient/beneficiary will be required to repay any disbursed duplicative benefit.
- If it is found that a duplication of benefits occurs after the award of funds (i.e. CDBG-DR, CDBG-CV or ESG-CV funds were used to pay expenses covered by other federal coronavirus relief programs and the total paid exceeds the demonstrated and documented need), the applicant/beneficiary must repay the federal funds.

## Ongoing Compliance

During subrecipient monitoring, the HVS shall require all subrecipients to report and certify whether additional funds were received for program related expenses, the amount, and when funds were received. If additional funds were received that are determined to be duplicative,

repayment shall be required in accordance with the subrecipient agreement. With each drawdown, subrecipients shall submit an updated copy of the DOB Calculation Worksheet (Appendix A) to ensure continued prevention of DOB.

### Recapture

It is the policy of HVS to recapture any funds that are determined to be a duplication of benefits with other federal assistance.

### Administration

Lee County is responsible for ensuring that duplication policies and procedures are available for all federally funded programs and all subrecipients are monitored for compliance with this policy.

Subrecipients shall be required to update their policies and procedures to ensure that DOB prevention is specifically addressed. Subrecipients directly serving beneficiaries are responsible for ensuring that DOB procedures are followed and DOB calculations and certifications are available on file for all beneficiaries. All subgrantees and subrecipients must include language in all agreements with program beneficiaries that requires the repayment of funds determined to be duplication of benefit.

### Amendments

Lee County may revise this policy as needed or as determined by HUD and will distribute revisions to subrecipients as necessary.



