

Lee County Board Of County Commissioners
Agenda Item Summary

Blue Sheet No: 20041684

1. **REQUESTED MOTION**

ACTION REQUESTED: Authorize an extension, from December 31, 2004, to May 30, 2005, for Contract C-2379 between the Board of County Commissioners and Habitat for Humanity, of Lee County Inc. (HH), and execute a grant agreement for \$10,000.00 in SHIP funds for the construction of 1 single-family unit for a low-income household in Dunbar.

WHY ACTION IS NECESSARY: Both requests are technical in nature. The extension of C-2379 will allow for more time for Habitat to complete its contractual obligations to the county. A new grant agreement is needed because C-2622 (which was for \$10,000) expired prior to project commencement.

WHAT ACTION ACCOMPLISHES: Extends C-2379, allowing additional time for Habitat to use SHIP funds to construct affordable 39 single-family housing units for 24 very-low and 15 low-income households. Allows the County to enter into a grant agreement for the construction of a house for a low-income household in Dunbar with \$10,000 in SHIP subsidy.

2. **DEPARTMENTAL CATEGORY:** 04
COMMISSION DISTRICT #: CW

3. **MEETING DATE:** 12-21-2004

4. **AGENDA:**
 CONSENT
 ADMINISTRATIVE
 APPEALS
 PUBLIC
 WALK ON
TIME REQUIRED:

5. **REQUIREMENT/PURPOSE:**
(Specify)
 STATUTE
 ORDINANCE
 ADMIN. CODE
 OTHER

6. **REQUESTOR OF INFORMATION:**
A. **COMMISSIONER** N/A
B. **DEPARTMENT** Community Development
C. **DIVISION** Planning
BY: Paul O'Connor, AICP, Planning Director
POC 12/13/04

7. **BACKGROUND:** Habitat for Humanity of Lee County (HH) is a non-profit housing provider providing affordable housing in Lee County. Habitat for Humanity requests a contract extension from December 31, 2004 to May 30, 2005 for Contract C-2379. C-2379 is for \$780,000 in SHIP funds for the construction of 39 single-family housing units (24 very-low and 15 low-income). While Habitat has drawn these funds, due to material and worker shortages caused by the recent hurricanes, Habitat has been unable to complete the construction of these houses. Habitat is requesting an extension of its contract C-2379 to May 30, 2005 in order to complete the construction of these homes.

\$10,000.00 in SHIP funds to Habitat - On September 30, 2003, HH and Lee County entered into a grant award agreement C-2622 for the construction of 1 single-family house for a low-income household in Dunbar. For a variety of reasons, Habitat was unable to construct this house and the contract expired on June 30, 2004 without ever being implemented. After numerous meetings with Habitat, staff now believes Habitat is ready to use \$10,000 in SHIP funds to construct a house for a low-income household in Dunbar.

Staff recommends approval of the requested deadline extension and the new grant award agreement and finds that they are in compliance with the SHIP rules and regulations; and will ensure a timely completion of these projects.

SHIP funds for the \$10,000.00 contract are maintained in account LB 55405 13801.508302 S/L LB006. No additional SHIP dollars are required for the extension of C-2379.

Attachments: Proposed amendment to C-2379 and new contract for \$10,000.00.

8. **MANAGEMENT RECOMMENDATIONS:**

9. **RECOMMENDED APPROVAL:**

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services	G County Manager
<i>Mary Gibbs</i>	<i>[Signature]</i>	N/A	N/A	<i>[Signature]</i>	<i>[Signature]</i> 12/17/04 OM 12/15/04 Risk 12/15/04	<i>[Signature]</i> 12-17-04

10. **COMMISSION ACTION:**
 APPROVED
 DENIED
 DEFERRED
 OTHER

Rec. by Coatty
Date: 12/15/04
Time: 10:30
Forwarded To: Admin 12/15/04

REC'D BY COUNTY ADMIN:
12-15-04
COUNTY ADMIN FORWARDED TO: 12/17/04

ALUMINUM CERTIFICATE OF LIABILITY INSURANCE

11/03/2004

PRODUCER (239)337-2221 FAX (239)337-4934
Lott & Gaylor, Inc.
 2120 W. First St.
 Fort Myers, FL 33901
 Bemis, Dawn

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED **Habitat For Humanity of Lee County, Inc.**
 1288 North Tamiami Trail
 North Fort Myers, FL 33903

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A	Western Surety	13188
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADDR LTR (NSRD)	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Pa accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, specify in under SPECIAL PROVISIONS below				<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATUTORY LIMITS	OTH-ER												
E.L. EACH ACCIDENT	\$												
E.L. DISEASE - EA EMPLOYEE	\$												
E.L. DISEASE - POLICY LIMIT	\$												
A	OTHER EMPLOYEE DISHONESTY BOND	18240424	11/28/2004	11/28/2005	\$ 10,000								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS:

CERTIFICATE HOLDER

CANCELLATION

Lee County Board of County Commissioners
 P.O. Box 398
 Fort Myers, FL 33902

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Phil Gaylor *Phillip M. Gaylor*

BOARD OF COUNTY COMMISSIONERS

WALK ON AGENDA ITEMS

MEETING DATE: December 21, 2004

WO # DESCRIPTION

WO #1 **ACTION REQUESTED:**
Adoption of Resolution which consents to the actions taken by the Housing Finance Authority of Lee County, Florida pertaining to the issuance of Multi-Family Mortgage Revenue Bonds Series 2004 or Series 2005.
WHY ACTION IS NECESSARY:
Ratification of such action is required under Florida Statutes Chapter 159.
WHAT ACTION ACCOMPLISHES:
Action will allow the Housing Finance Authority of Lee County, Florida to issue its Mortgage Revenue Bonds for multi-family financing and to provide affordable housing opportunities for low, moderate and middle income families in Lee County, Florida. (#20041683-Planning)
REASON FOR WALK ON:
Requested by Commissioner Albion as Chairman of the Affordable Housing Committee.

WO #2 **ACTION REQUESTED:**
Authorize an extension, from December 31, 2004, to May 30, 2005, for Contract C-2379 between the Board of County Commissioners and Habitat for Humanity, of Lee County Inc. (HH), and execute a grant agreement for \$10,000.00 in SHIP funds for the construction of 1 single-family unit for a low-income household in Dunbar.
WHY ACTION IS NECESSARY:
Both requests are technical in nature. The extension of C-2379 will allow for more time for Habitat to complete its contractual obligations to the county. A new grant agreement is needed because C-2622 (which was for \$10,000) expired prior to project commencement.
WHAT ACTION ACCOMPLISHES:
Extends C-2379, allowing additional time for Habitat to use SHIP funds to construct affordable 39 single-family housing units for 24 very-low and 15 low-income households. Allows the County to enter into a grant agreement for the construction of a house for a low-income household in Dunbar with \$10,000 in SHIP subsidy. (#20041684-Planning)
REASON FOR WALK ON:
Requested by Commissioner Albion as Chairman of the Affordable Housing Committee.

**BOARD: ALBION HALL JUDAH JANES ST. CERNY
COMMISSION RECEPTION DESK
DONALD STILWELL, COUNTY MANAGER
WILLIAM HAMMOND, DEPUTY COUNTY MANAGER
HOLLY SCHWARTZ, ASSISTANT COUNTY MANAGER
PETE WINTON, ASSISTANT COUNTY MANAGER**

**ANTONIO MAJUL, BUDGET SERVICES
BOB GRAY, DEPUTY CO ATTORNEY
JAMES LAVENDER, PUBLIC WORKS
PUBLIC RESOURCES OFFICE
LISA PIERCE, MINUTES**

DATE AND TIME DISTRIBUTED: 12-17-04 1:00 PM

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)
12/15/04

PRODUCER
800-824-9245
Accordia Northeast
1300 Mt. Kemble Ave.
P.O. Box 1919
Morristown, NJ 07982-1919

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

- COMPANY
A FEDERAL INSURANCE CO.
- COMPANY
B
- COMPANY
C
- COMPANY
D

INSURED
HABITAT FOR HUMANITY
OF LEE COUNTY, FL
1288 NORTH TAMiami TRAIL
NORTH FORT MYERS, FL 33903

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CD LTE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YY)	POLICY EXP. DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	35781707	4/01/04	4/01/05	GENERAL AGGREGATE 2000000
	<input checked="" type="checkbox"/> COMM. GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR OWNER'S & CONTRACTOR'S PROT <input checked="" type="checkbox"/> Hired & Non- Owned Liab.				PROD-COMP/OF AGG. 2000000 FERS. & ADV. INURY 1000000 EACH OCCURRENCE 1000000 FIRE DAMAGE(One Fire) included MED EXP(Any one person) 0
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE
	GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT OTHER THAN AUTO ONLY: EACH ACCIDENT AGGREGATE
	EXCESS LIABILITY				UMBRELLA FORM OTHER THAN UMBRELLA FORM EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY				THE PROPRIETOR/ PARTNER/SERGEANT/OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPL.
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED AS THEIR INTERESTS MAY APPEAR.

LEE COUNTY BOARD OF COUNTY
COMMISSIONERS
P.O. BOX 398
FORT MEYERS, FL 33802

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

MEMORANDUM

FROM
THE DEPARTMENT OF
COMMUNITY DEVELOPMENT
DIVISION OF PLANNING

DATE: December 13, 2004

TO: Lee Cares

FROM: Gloria M. Sajgo, AICP, Principal
Planner

GMS

RE: WALK ON DECEMBER 21, 2004 per Commissioner Albion

Commissioner Albion, Chair of the Affordable Housing Committee, has requested Blue Sheet 20041684 be presented as a walk on item at the December 21, 2004 Board of County Commissioners meeting.

Housing production by Habitat for Humanity has been slowed down by the material and worker shortages resulting from the aftermath of the hurricanes. Staff has had numerous meetings with Habitat and believes Habitat has now recovered from the dislocations to production schedules caused by the hurricanes.

Extension from December 31, 2004 to May 30, 2005 of Contract C-2379. Habitat's contract C-2379 for the construction of 39 single-family units (24 very-low and 15 low-income) has a deadline of December 31, 2004. While staff had suggested a deadline extension for this contract, Habitat representatives felt an extension was unnecessary as the county had advanced the SHIP funds and the houses were scheduled for completion. However, late last week Habitat notified staff that due to unexpected delays it could not meet this deadline.

Staff recommends an extension of this deadline from December 31, 2004 to May 30, 2005 in order to allow the completion of these houses in a manner that does not violate the terms of the contract.

\$10,000 in SHIP funds to Habitat As noted, staff believes Habitat's production schedule is back on track and therefore recommends the execution of a grant agreement for \$10,000 in SHIP funds for the construction of one single family house for a low-income household. This contract would take the place of C-2622, which expired on June 30, 2004 before any work was started or funds were awarded. (C-2622 was for \$10,000 in SHIP funds for the construction of a single-family house for a low-income household in Dunbar.) Staff believes Habitat is now in a position to start and complete this small project and that entering into this contract at this time will provide Habitat with adequate lead-time to complete both this and the project referenced above.

- c. Non-discrimination
 - d. Maximum production or purchase cost
 - e. Maximum SHIP funds per unit
 - f. Compliance reporting as required per project
10. The Provider shall provide to the Grantor proof or make available the following, as applicable, for each beneficiary prior to receiving final payment:
- a. SHIP Program Recipient Profile form

APPLICATION DOCUMENTS:

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

CONSTRUCTION DOCUMENTS:

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

CLOSING DOCUMENTS:

- r. Recorded SHIP Lien Document(s) with Recapture Provisions
- s. HUD 1 Settlement or Loan Closing Statement
- t. Recorded First Mortgage Document(s)
- u. Release of Liens (for rehabilitation)
- v. Title Policy for Title Insurance
- w. Final Inspection Report
- x. Appraisal

AMENDMENT TO THE
AGREEMENT BETWEEN THE
LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AND
HABITAT FOR HUMANITY OF LEE COUNTY, INC. (HH)

WITNESSETH:

WHEREAS, the referenced Parties to Contract No. C-2379 desire to amend the Contract pursuant to its Section I.A.

NOW, THEREFORE IN CONSIDERATION OF THE MUTUAL PROMISES STATED HEREIN, the referenced contract Section I.A. is amended as follows with new language underlined and amended language struck-through:

EXHIBIT A

1. a. The Project, as approved for grant assistance, shall consist of the following authorized scope of Project work: Construction of 39 single-family homes for 24 very-low and 15 low-income home buyers. Construction of these homes shall be completed by May 30, 2005 ~~December 31, 2004~~.

The Parties hereby executed this Amendment on December 21, _____, 2004.

COPY

WO#2
12-21-04

record with respect to which an exemption has been asserted and validly applies, and such person shall produce the remainder of such record for inspection and examination.

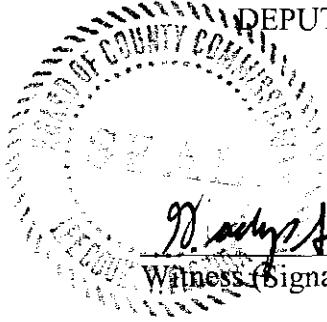
4. The Provider agrees to perform all necessary requirements to assist the Grantor in implementing its monitoring responsibilities, which include on-site inspections of the project to determine compliance with applicable laws, rules, regulations, ordinances, and codes of the federal, state, and local governments, including the requirements of the State Housing Initiatives Partnership (SHIP) and the Lee County Local Housing Assistance Plan.
5. The Grantor shall be provided access to all contracts of the Provider for the procurement of goods and/or services relating to the project work described in Subsection 1. a. and all change orders or amendments, but said access shall not be construed as acceptance by or imposition of upon the Grantor of any financial liability in connection with said contracts.
6. The Provider shall be responsible for ensuring that all builders/contractors utilized are licensed appropriately and capable of performing all necessary work. The Provider will further be responsible to ensure that all applicable permits, inspections, and fees are obtained and paid (as required for the respective scope of work). The Provider shall further serve as the agent for the homebuyer in all communications with the selected builder and ensure a timely completion of construction proceedings, as the buyer's agent.
7. The Provider shall ensure that clear/marketable title is obtained for all properties to be purchased, conveyed, or made a part of in any way, a subsidy request package submitted to the Grantor for assistance.
8. The Grantor shall be provided access to all detailed plans, specifications and home buyer incomes relating to the project and records relating thereto describe in subsection 1-a to ensure compliance with the objectives, requirements, and limitations of the Lee County SHIP Affordable Housing Program. The following documentation must be maintained on file for each beneficiary or unit produced by the Provider for a period of seven (7) years following the effective date of contract. The following documentation at a minimum must be available for inspections at all reasonable times by the Grantor or their assigns:
 - a. Applicant Intake Forms
 - b. Income Verification and Certification Forms
 - c. Release of Information/Acknowledgment of SHIP terms signed by beneficiary
 - d. Good Faith Estimate
 - e. Final Appraisal of Property
 - f. Loan Application or copy of lender Application
 - g. Verification of Deposit of beneficiary
 - h. Verification of Employment for beneficiary
 - i. Certificate of Occupancy.
9. All projects must be in compliance with the rules and regulations of the State Housing Initiatives Partnership Program as authorized by Florida Statutes, Chapter 420.907, Florida Administrative Code 67-37, and the Lee County Housing Assistance Program authorized by Lee County Ordinance 95-17, as amended, and in particular:
 - a. Income limits
 - b. Definition of Affordability

CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY Michele S. Cooper
DEPUTY CLERK

BY: [Signature]
CHAIRMAN



Gladys Schick
Witness (Signature)

BY: [Signature]
Habitat for Humanity of Lee County, Inc.

Gladys Schneider
Witness (Name, Address)
1288 N. Tamiami Trl
NFM 33903

Title: President/CEO

FEIN#: 59-2236174

Tanya Sutton
Witness (Signature)

Tanya Sutton
Witness (Name, Address)
1288 N. Tamiami Trail
N.F. Myers, FL 33903

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

BY: [Signature]
Lee County Attorney's Office

ATTACHMENT 2
Habitat for Humanity of Lee County, Inc. – Scattered Site Housing

1. a. The Project, as approved for grant assistance, shall consist of the following authorized scope of Project work: Construction of 1 single-family home for 1 low income home buyer in Dunbar. Construction of this home shall be completed by May 30, 2005.
 - b. The amount of funds awarded under this grant is \$10,000.00. The Grantor is not obligated or authorized to award any funds in addition to this amount.
 - c. The purchase price of home ownership units must not exceed \$150,000 for a newly constructed dwelling unit, and must meet affordability requirements in order to qualify as eligible.
 - d. The Provider is expected to make every reasonable effort to participate in program training activities offered by the Florida Housing Finance Corporation, the Florida Housing Coalition, Lee County or similar organizations in order to ensure compliance with local and State regulations governing the State Housing Initiatives Partnership Program.
2. The Grantor agrees to provide drawdowns to the Provider, upon receipt and verification of the Provider's request and documentation for project costs pursuant to and as defined in Subsection 1. a. up to a maximum of \$10,000.00 or the amount of actual cash expended by the Provider for project work, whichever is less.
 3. The Provider is hereby placed on notice that when public funds are expended by an agency, then all the financial, business, and membership records pertaining to the public agency from which or on whose behalf the payments are made, of the person, corporation, foundation, trust, association, group, or organization to whom such payments are made shall be public records and subject to the provisions of Florida Statutes, Chapter 119 Public Records.

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

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

A person who has custody of a public record and who asserts that an exemption or special law applies to a particular public record or part of such record shall delete or excise from the record only that portion of the

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)
12/15/04

PRODUCER

Acordia Northeast
1300 Mt. Kemble Ave.
P.O. Box 1919
Morristown, NJ 07982-1919

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COMPANIES AFFORDING COVERAGE

- COMPANY
A FEDERAL INSURANCE CO.
- COMPANY
B
- COMPANY
C
- COMPANY
D

INSURED

HABITAT FOR HUMANITY
OF LEE COUNTY, FL
1288 NORTH TAMiami TRAIL
NORTH FORT MYERS, FL 33903

COVERAGE
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A	GENERAL LIABILITY	35781707	4/01/04	4/01/05	GENERAL AGGREGATE	2000000
	<input checked="" type="checkbox"/> COMM. GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR OWNER'S & CONTRACTOR'S PROT <input checked="" type="checkbox"/> Hired & Non-Owned Liab.				PROD-COMP/OP AGG. 2000000 PERS. & ADV. INJURY 1000000 EACH OCCURRENCE 1000000 FIRE DAMAGE(One Fire) Included MED EXP.(Any one person) 0	
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	
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	EXCESS LIABILITY				EACH OCCURRENCE AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS	
	THE PROPRIETOR/PARTNER/EXECUTIVE OFFICERS ARE:				EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPL.	
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
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LEED COUNTY BOARD OF COUNTY COMMISSIONERS
P.O. BOX 398
FORT MEYERS, FL 33902

CANCELSATION
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AUTHORIZED REPRESENTATIVE


Single Audit – Single Audit means an audit that includes both the entity’s financial statements and the Federal awards requirements as described in Section ____ .500 of OMB Circular A-133. A State single audit means an audit of a non-state entity’s financial statements and state awards. A Single Audit also includes a report on Internal Controls and a report on Program Compliance.

Program-Specific Audit – A Program-Specific Audit means an audit of **one Federal program** as provided for in Section ____ .200© and Section ____ .235 of OMB Circular A-133. Additionally, a state program-specific audit means an audit of **one state project** in accordance with the requirements of FS 216.3491.

No Audit Exemption:

Even when cumulative (all programs considered) Federal and/or State award expenditures are less than \$300,000 in a fiscal year, an audit is required.

The cost of audits conducted in accordance with the Single Audit Act and/or the provisions of Section 216.3491, Florida Statutes, must be paid from non-Federal/non-State funds (i.e., the cost of such an audit must be paid from subrecipient/contractor funds obtained from other than Federal/State sources).

ACORD CERTIFICATE OF LIABILITY INSURANCE

11/03/2004

PRODUCER (239)337-2221 FAX (239)337-4934
Lott & Gaylor, Inc.
 2120 W. First St.
 Fort Myers, FL 33901
 Bemis, Dawn

INSURED **Habitat For Humanity of Lee County, Inc.**
 1288 North Tamiami Trail
 North Fort Myers, FL 33903

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A Western Surety	13188
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURANCE TYPE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
GENERAL LIABILITY	COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>				EACH OCCURRENCE \$ DAMAGES TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>				
AUTOMOBILE LIABILITY	ANY AUTO				COMBINED SINGLE LIMIT (All persons) \$
	ALL OWNED AUTOS				BODILY INJURY (Per person) \$
	SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
GARAGE LIABILITY	ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/>				EACH OCCURRENCE \$ AGGREGATE \$ DEDUCTIBLE \$ RETENTION \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <small>If yes, identify the worker SPECIAL PROVISIONS below</small>					WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				
	EMPLOYEE DISHONESTY BOND	18240424	11/28/2004	11/28/2005	\$ 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

CANCELLATION

Lee County Board of County Commissioners
 P.O. Box 398
 Fort Myers, FL 33902

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE:
 Phil Gaylor *Phillip M. Dargatzis*

FINANCIAL AND COMPLIANCE AUDIT REQUIREMENTS

This attachment outlines audit requirements for non-federal entities or subrecipients, hereinafter known as the Contractor. This attachment shall apply when the Contractor has obtained Federal and/or State funding from Lee County. Each subrecipient is responsible for complying with the Single Audit Act of 1984 (Public Law 98-502), the Single Audit Act Amendments of 1996 (Public Law 104-156), and 29 CFR, part 96, of the Department of Labor Regulations that implements Office of Management and Budget (OMB) Circular A-133. Also, each subrecipient is responsible for complying with the Florida Single Audit Act (FS 216.3491) (as applicable).

NOTE: Subrecipients/Contractors that are State Departments, State Universities and/or State Community Colleges are audited annually by the Office of the State Auditor General, and are not required to have additional independent audits performed as outlined by this Attachment. Additionally, copies of the State Auditor General's audit report is transmitted directly to AWI by that office. No further actions are required by the entities (as Contractors) referenced in this paragraph.

The Contractor agrees to have an annual financial and compliance audit as specified by The Single Audit Act of 1996 and OMB Circular A-133. **An annual audit is required if the Subrecipient/Contractor has Federal expenditures of \$300,000 or more in a fiscal year. This includes all Federal funds received from all funding sources, not just the funds awarded under this contract.** The audits are to be performed by independent auditors in accordance with the current Generally Accepted Government Auditing Standards (GAGAS) issued by the Comptroller General of the United States, and in compliance with OMB Circular A-133, Audits of States, Local Governments and Nonprofit Organizations.

The Contractor agrees to have an annual State financial and compliance audit, if the total expenditures are \$300,000 or more in a fiscal year (i.e. state financial assistance provided to carry out a state project) in accordance with auditing standards as stated in the Rules of the Auditor General. The Contractor must have a single audit or project-specific audit for such fiscal year in accordance with section 216.3491, Florida Statutes; applicable rules of the Executive Office of the Governor and the Comptroller, and Chapter 10.600. Rules of the Auditor General.

Audit Requirements for States, Local Governments and Nonprofit Organizations:

Non-federal organizations that expend \$300,000 or more in a fiscal year in Federal awards (**all Federal funding sources must be considered**) must have a single audit or a program-specific audit conducted for that fiscal year in accordance with current Government Auditing Standards issued by the Comptroller General of the United States, and in compliance with The Single Audit Act of 1984 (P.L. 98-502), the Single Audit Act Amendments of 1996 (P.L. 104-156) and OMB Circular A-133 "Audits of States Local Governments, and Non-Profit Organizations".

CSFA # _____
CFDA # _____
Contract No. C-2984 2002/2003
Funding Source: LB 5540513801.508302 S/L LB006

STANDARD SUBRECIPIENT CONTRACT

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

THIS Service Capital (check one) CONTRACT entered this 21st day of December 2004, between LEE COUNTY hereinafter referred to as COUNTY and Habitat for Humanity of Lee County, Inc., a Not-for-Profit Corporation existing under the laws of the State of Florida and, hereinafter referred to as "PROVIDER".

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

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

ARTICLE I SCOPE OF SERVICES

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

ARTICLE II TERM OF CONTRACT

This contract shall begin December 21, 2004 and ends May 30, 2005 unless terminated as specified in Article VIII, Suspension/Termination.

ARTICLE III COMPENSATION AND REPORTS

A. Contract Payment

Payments will be made by the COUNTY to the PROVIDER and the PROVIDER agrees to accept as full compensation the total amount not to exceed \$10,000.00 during the term of this contract, subject to the provisions of Article III B. Deferred Payment/Return of Funds, and Article VIII, Suspension/Termination. Funding is contingent upon the COUNTY receiving the related State funds.

COPY

WO#2
12-21-04

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

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

PROVIDER:

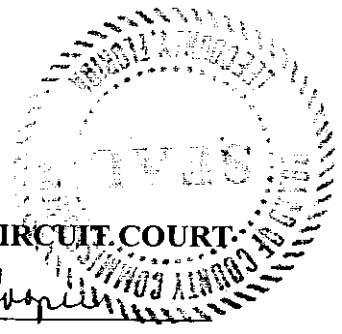
COUNTY: LEE COUNTY

By: V.E. Archibald
Name (typed)
[Signature]
Signature of authorized officer
President/CEO
Title
12-14-04
Date

By: Douglas St. Cerny
Name (typed)
[Signature]
Signature of authorized officer
Chairman
Title
12/21/04
Date

NOTARY:

By: [Signature]
Notary of Public (Signature)
Tanya Sutton
Name (typed)



ATTEST: CLERK OF CIRCUIT COURT
By: Michelle S. Cooper
Title: Deputy Clerk
Date: 12/21/04

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

By: [Signature]
Title: Asst Co Atty
Date: 12/21/04

B. Deferred Payment/Return of Funds

The **PROVIDER** agrees to return to the **COUNTY** any overpayments due to funds disallowed pursuant to the terms of this contract. Such funds shall be considered county funds and must be refunded to the **COUNTY** within thirty (30) calendar days of receiving notice from the **COUNTY** in writing regarding the overpayment. Should repayment not be made in a timely manner, the **COUNTY** will charge interest of one (1) percent per month compounded on the outstanding balance after forty (40) calendar days after the date of notification or discovery. The **PROVIDER** will be required to reimburse the **COUNTY** for any acts of non-compliance resulting in disallowed costs or fines.

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

C. Required Reports

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

ARTICLE IV AUDITS, MONITORING, AND RECORDS

A. Monitoring

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

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

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

B. Audit and Inspections

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

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

ARTICLE X NOTICES

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

COUNTY:

ATTN: Gloria M. Sajgo, AICP, Principal Planner
Lee County Department of Community Development/Planning

Telephone: (239) 479-8311

Fax: (239) 479-8161

E-mail: sajgogm@leegov.com

PROVIDER:

Name: V. E. Archibald

Title: President / CEO

Agency: Habitat for Humanity LeeCo.

Address: 1288 N. Tamiami Trl.

Telephone: 239 652-0434

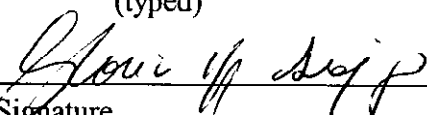
Web site address: habitat4humanity.org

E-mail: operations@habitat4humanity.org

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

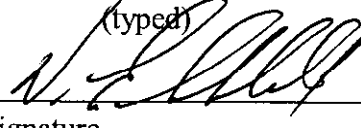
OR

Name: Gloria M. Sajgo, AICP
(typed)


Signature

Principal Planner
Title

Name: V. E. Archibald
(typed)


Signature

President / CEO
Title

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

ARTICLE XI SPECIAL PROVISIONS

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

ARTICLE XII ALL TERMS AND CONDITIONS INCLUDED

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

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

C. Records

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

D. Independent Audit

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

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

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

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

ARTICLE V MODIFICATIONS

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

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

ARTICLE VI CONTRACTOR STATUS

A. Independent Contractor

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

B. Subcontracts

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

ARTICLE VII RISK MANAGEMENT

A. Indemnification

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

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

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

B. Insurance

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

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

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

C. Bonding

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

ARTICLE VIII SUSPENSION/TERMINATION

A. Suspension

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

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

B. Termination by COUNTY

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

C. Termination by PROVIDER

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

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

ARTICLE IX ASSURANCE, CERTIFICATIONS, AND COMPLIANCE

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