

**Lee County Board Of County Commissioners**

Blue Sheet No. 20070344

March 5, 2007

**Agenda Item Summary**

**1. ACTION REQUESTED/PURPOSE:**

Approve the 2005 Community Development Block Grant (CDBG) Disaster Recovery Initiative (DRI) Subgrant Agreement from the State of Florida Department of Community Affairs (DCA) in the amount of \$1,364,931; authorize a Budget Amendment Resolution; authorize the Board Chair to sign an Interlocal Cooperation Agreement in the amount of \$84,901 with the City of Sanibel if the Sanibel project (s) are deemed eligible; approve Resolution to authorize the Human Services Director to amend the Subgrant Agreement if necessary, and authorize the Human Services Director and Human Services Fiscal Manager to sign required reports or other contractually required documents.

**2. FUNDING SOURCE:**

United States Department of Housing and Urban Development Community Development Block Grant

**3. WHAT ACTION ACCOMPLISHES:**

Accepts CDBG funds in the amount of \$1,364,931 for repairs related to damage caused by Hurricane Wilma

**4. MANAGEMENT RECOMMENDATION: Approve the item**

**5. Departmental Category: 05 Human Services**

**C5A**

**6. Meeting Date: March 20, 2007**  
Date Critical

**7. Agenda:**

- Consent
- Administrative
- Appeals
- Public
- Walk-On

**8. Requirement/Purpose: (specify)**

- Statute
- Ordinance
- Admin. Code
- Other

**9. Request Initiated:**

Commissioner \_\_\_\_\_  
Department Human Services  
Division \_\_\_\_\_

By: Karen Hawes

*Carma for KBA 3/5/07*

**10. Background:**

In August 2006, Lee County was notified that CDBG 2005 Disaster Recovery Initiative funds in the amount of \$1,364,931 were available for housing and infrastructure repairs related to damage caused by Hurricane Wilma. At that time projects were identified for consideration. Human Services will utilize the funding for replacement and repair housing for low-income households who can provide proof that the damage sustained was caused by Hurricane Wilma.

The City of Sanibel requested funds in the amount of \$84,901 to repair damage to properties owned by Community Housing Resources Inc. To date, the City of Sanibel has not produced the documentation required by the Department of Community Affairs to prove that the damage was a result of Hurricane Wilma. If the City of Sanibel is able to produce satisfactory documentation, an Interlocal Cooperation Agreement between Lee County and the City of Sanibel will be executed in the amount of \$84,901. If the City of Sanibel is unable to produce said documentation, the funds designated for the Sanibel repairs will be transferred to other eligible activities.

Continued Page 2

**11. Review for Scheduling:**

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P. W. Director
					Analyst	Risk	Grants	Mgr.	
<i>Carma for KBA</i>	N/A	N/A	N/A	<i>W. L. ...</i>	<i>RK317</i>	<i>3/17/07</i>	<i>3/17/07</i>	<i>3/17/07</i>	<i>W. Director</i>

**12. Commission Action:**

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN: *3/16/07 10:06 AM*  
COUNTY ADMIN FORWARDED TO: *3/8 2:00 PM*

Rec. by CoAtty  
Date: *3/16/07*  
Time: *9:00 AM*  
Forwarded To: \_\_\_\_\_

10. Background continued

The following projects were proposed and approved by the Department of Community Affairs pending satisfactory documentation:

Housing repair	\$ 160,000
Housing replacement	\$1,090,422
Administration	\$ 29,608
<u>City of Sanibel</u>	<u>\$ 84,901</u>
Total	\$1,364,931

All projects must meet the CDBG eligibility criteria and the guidelines of the Disaster Recovery Initiative. CDBG DRI funds will be leveraged with other disaster related funding through the HOME Again and SHIP programs.

ATTACHMENTS:

- Federally Funded 2005 Disaster Recovery Sub grant Agreement from the Department of Community Affairs (3 originals)
- Grants at a Glance
- Budget Amendment Resolution
- Lee County Resolution for Signature Authority
- Applicant/Recipient Disclosure Update Report

Funds will be made available in business unit 11086400100 (Federal CDBG Disaster Recovery Funds)

# RESOLUTION #

Amending the General Fund #00100 Budget to incorporate unanticipated receipts into estimated Revenues and Appropriations for Fiscal Year 2006-2007;

**WHEREAS**, in compliance with the Florida Statutes 129.06(2), it is the desire of the Board of County Commissioners of Lee County, Florida, to amend the General Fund #00100 budget for \$1,364,931 of unanticipated revenue from CDBG Disaster Recovery Proceeds grant and an appropriation of a like amount for salaries, rehabilitation grants and loans, and other grants and aid;

**WHEREAS**, the General Fund #00100 budget shall be amended to include the following amounts which were previously not included.

## ESTIMATED REVENUES

Prior Total:		\$591,122,404
Additions		
11086400100.331540.9002	CDBG Disaster Recovery Proceeds	\$1,364,931
Amended Total Estimated Revenues		\$592,487,335

## APPROPRIATIONS

Prior Total:		\$591,122,404
Additions		
11086400100.501210	Salaries Full-time Regular	\$29,608
11086400100.508302.1132	Rehabilitation Grants & Loans	160,000
11086400100.508309	Other Grants and Aid	1,090,422
11086400100.508309.1208	Other Grants and Aid	84,901
Amended Total Appropriations		\$592,487,335

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Lee County, Florida, that the General Fund #00100 budget is hereby amended to show the above additions to its Estimated Revenue and Appropriation accounts.

Duly voted upon and adopted in Chambers at a regular Public Hearing by the Board of County Commissioners on this \_\_\_\_ day of \_\_\_\_\_, 2007.

ATTEST:  
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY, FLORIDA

BY: \_\_\_\_\_  
DEPUTY CLERK

\_\_\_\_\_  
CHAIRMAN

APPROVED AS TO FORM

\_\_\_\_\_  
OFFICE OF COUNTY ATTORNEY

DOC TYPE YA  
LEDGER TYPE BA

## GRANT AT A GLANCE

### GRANT AWARD INFORMATION

1. County Grant ID (project #): 0864
2. Title of Grant: 2005 CDBG Disaster Recovery Initiative
3. Amount of Award: \$1,364,931
4. Amount of Match Required: \$0
5. Type of Match: N/A  
 (cash, in-kind etc)

**6. SOURCE OF GRANT FUNDS & CATALOG NUMBER:**

FEDERAL <input checked="" type="checkbox"/> CFDA #14.228	STATE <input type="checkbox"/> CSFA #
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7. Agency Contract Number: 07-DB-3V-09-46-01-Z02

8. Contract Period:	Begin Date: <u>04-01-07</u>	End Date: <u>03-31-09</u>
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9. Name of Subrecipient(s) City of Sanibel for Community Housing & Resources Inc.

10. Business Unit(s): 11086400100

**11. Scope of Grant: (describe project).**

The following projects were proposed and approved by the Department of Community Affairs pending satisfactory documentation:

Housing repair	\$ 160,000
Housing replacement	\$1,090,422
Administration	\$ 29,608
City of Sanibel	\$ 84,901
Total	\$1,364,931

12. Has this Grant been Funded Before?  YES  NO If YES When?

13. Is Grant Funding Anticipated in Subsequent Years?  YES  NO

14. If Grant Funding Ends Will This Program Be Continued at County Expense?  YES  NO

If YES What is the Lee County Budget Impact:

1st Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year
4 <sup>th</sup> Year	5 <sup>th</sup> Year	

Check Box if Additional Information on Program and Budget Impact is provided in *Comment Section* on page 2

### ADMINISTERING DEPARTMENT INFORMATION

1. Department: Department of Human Services
2. Contacts: Karen B. Hawes

Program Mgr. Marsha Popkey, Housing Manager	Phone #: 239-533-7941
Fiscal Mgr. Barbara Hollis	Phone #: 239-533-7923

**GRANTOR AGENCY INFORMATION**

(The agency you signed this agreement with)

- 1. Grantor Agency: Florida Department of Community Affairs
- 2. Program Title/Division: Community Assistance Section
- 3. Agency Contact: Brenda Austin
- 4. Phone Number: 850-410-0215
- 5. Mailing Address: 2555 Shumard Oak Boulevard  
Tallahassee, FL 32399-2100

**SOURCE OF FUNDS**

- 1. Original Funding Source: United States Department of Housing and Urban Development  
2005 Community Development Block Grant Disaster Recovery Initiative  
(name of agency where funding originated from)
- 2. Pass Through Agency: State of Florida Department of Community Affairs  
(middleman if any? Example: federal \$\$ from US DOT given to STATE of FL DOT--then from STATE DOT to Lee County DOT --- STATE of FL DOT is the pass-through agency).
- 3. Additional Information for Other Agencies Involved:

3a. Is the County a Grantee or Subrecipient in #3 above: Grantee

**REPORTING REQUIREMENTS**

1. Does this grant require a separate subfund? YES  NO   
(Example: you need to return interest earnings)

Please Explain: \_\_\_\_\_

2. Is funding received in advance? YES  NO   
(If YES, please indicate conditions for returning residual proceeds, or interest and the address to return it to, if different from the Grantor Agency Information)

**COMMENTS--INSTRUCTIONS:**

Empty box for comments and instructions.

LEE COUNTY RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS RELATING TO THE FEDERALLY FUNDED 2005 DISASTER RECOVERY SUBGRANT AGREEMENT; PROVIDING AUTHORIZATION FOR THE DEPARTMENT OF HUMAN SERVICES DIRECTOR TO SIGN AMENDMENT REQUESTS, REPORTS, OR OTHER CONTRACTUALLY REQUIRED DOCUMENTS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Lee County will receive \$1,364,931 in Federal funds through the 2005 Disaster Recovery Initiative to make repairs related to Hurricane Wilma; and,

WHEREAS, the Department of Human Services may need to modify the original Subgrant in order to expend the grant funds in accordance with the Disaster Recovery program guidelines; and,

WHEREAS, the Subgrant requires submission of progress reports and other documents; and,

WHEREAS, the Department of Human Services is requesting that the Board of County Commissioners authorize the Department Director to sign Subgrant amendments requests, and amendments, reports, or other contractually required documents.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

1. The Director of the Department of Human Services is authorized to sign Subgrant amendment requests, Subgrant amendments, reports, and other contractually required documents to carry out the activities of the 2005 Disaster Recovery Initiative.
2. The Fiscal Manager of the Department of Human Services will be authorized to sign the Requests for Funds (RFFs) from the Florida Small Cities CDBG program for reimbursement of expenses incurred in accordance with the 2005 Disaster Recovery Initiative.
3. This Resolution shall become effective immediately upon its adoption by the Board of County Commissioners.

The foregoing Resolution was adopted by the Lee County Board of County Commissioners upon a motion by Commissioner \_\_\_\_\_, and seconded by Commissioner \_\_\_\_\_ and upon being put to a vote as follows:

BOB JANES	_____
A. BRIAN BIGELOW	_____
RAY JUDAH	_____
TAMMY HALL	_____
FRANK MANN	_____

DULY PASSED AND ADOPTED THIS Twentieth day of March, 2007.

ATTEST: CHARLIE GREEN  
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: \_\_\_\_\_  
Deputy Clerk

BY: \_\_\_\_\_  
Robert P. Janes, Chair

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Office of the County Attorney

# Applicant/Recipient Disclosure/Update Report

U.S. Department of Housing  
and Urban Development

OMB Approval No. 2510-0011 (exp. 08/31/2006)

**Instructions.** (See Public Reporting Statement and Privacy Act Statement and detailed instructions on page 2.)

## Applicant/Recipient Information

Indicate whether this is an Initial Report  or an Update Report

1. Applicant/Recipient Name, Address, and Phone (include area code): Lee County Board of County Commissioners Dept. of Human Services 2440 Thompson Street Fort Myers, FL 33901 239-533-7930		2. Social Security Number or Employer ID Number: 59-6000702
3. HUD Program Name 2005 CDBG Disaster Recovery Initiative		4. Amount of HUD Assistance Requested/Received \$1,364,931
5. State the name and location (street address, City and State) of the project or activity: Lee County Human Services 2440 Thompson Street Fort Myers FL 33901		

## Part I Threshold Determinations

1. Are you applying for assistance for a specific project or activity? These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. (For further information see 24 CFR Sec. 4.3). <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of \$200,000 during this fiscal year (Oct. 1 - Sep. 30)? For further information, see 24 CFR Sec. 4.9 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No.
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If you answered "No" to either question 1 or 2, **Stop!** You do not need to complete the remainder of this form. **However,** you must sign the certification at the end of the report.

## Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.

Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name and Address	Type of Assistance	Amount Requested/Provided	Expected Uses of the Funds

(Note: Use Additional pages if necessary.)

## Part III Interested Parties. You must disclose:

- All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
- any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	Social Security No. or Employee ID No.	Type of Participation in Project/Activity	Financial Interest in Project/Activity (\$ and %)

(Note: Use Additional pages if necessary.)

## Certification

**Warning:** If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.

I certify that this information is true and complete.

Signature:  X	Date: (mm/dd/yyyy)
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**Agreement Number: 07DB-3V-09-46-01-Z 02**

**CFDA Number: 14.228**

**Applicable Rule: 9BER06-1, Florida Administrative Code**

**FEDERALLY-FUNDED 2005 DISASTER RECOVERY SUBGRANT AGREEMENT**

THIS AGREEMENT is entered into by and between the State of Florida, Department of Community Affairs, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Department"), and Lee County, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. WHEREAS, the Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

B. WHEREAS, the Department has received these grant funds from the U. S. Department of Housing and Urban Development, and has the authority to subgrant these funds to the Recipient upon the terms and conditions hereinafter set forth; and

C. WHEREAS, the Department has authority pursuant to Florida law to disburse the funds under this Agreement.

NOW, THEREFORE, the Department and the Recipient do mutually agree as follows:

(1) SCOPE OF WORK

The Recipient shall fully perform the obligations in accordance with the Budget and Scope of Work, Attachment A, the Activity Work Plan(s) by service area, Attachment B of this Agreement, and the Subgrant Application including subsequent revisions that are mutually agreed to by both parties, which are incorporated herein by reference ("the Subgrant Application").

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

Both the Recipient and the Department shall be governed by applicable State and Federal laws, rules and regulations, including but not limited to those identified in Attachment C.

(3) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties, and shall end twenty-four (24) months after the last date signed, unless terminated earlier in accordance with the provisions of Paragraph (10) of this Agreement. **CONTRACT EXTENSIONS WILL NOT BE GRANTED UNLESS RECIPIENT IS ABLE TO PROVIDE SUBSTANTIAL JUSTIFICATION AND THE DIVISION DIRECTOR APPROVES SUCH EXTENSION.**

(4) MODIFICATION OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes, which are mutually agreed upon, shall be valid only when reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal "Common Rule: Uniform Administrative Requirements for State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State and Local Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations." If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, the Recipient shall be subject to Federal Acquisition Regulations 31.2 and 931.2.

(b) The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants to be paid from funds provided under this Agreement, for a period of five (5) years from the date of final closeout of this Agreement, and shall allow the Department or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department or its designee, Chief Financial Officer, or Auditor General upon request for a period of five (5) years from the date of final closeout of this Agreement, unless extended in writing by the Department, with the following exceptions:

1. If any litigation, claim or audit is started before the expiration of the five-year period and extends beyond the five-year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time of acquisition shall be retained for five (5) years after final disposition.

3. Records relating to real property acquisition shall be retained for five (5) years after closing of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including supporting documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work, Attachment A, Attachment B, Activity Work Plan(s), the Subgrant Application and subsequent revisions that are mutually agreed to by both parties, and all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at , but not be limited to, auditors retained by the Department.

(6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at all reasonable times for inspection, review, or audit by state personnel and other personnel duly authorized by the Department. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall also provide the Department with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal resources awarded through the Department by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in Paragraph 6(d) above, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from Recipient resources obtained from other than Federal entities).

(e) Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient directly to each of the following:

Department of Community Affairs  
Office of the Inspector General  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

[An electronic copy shall also be submitted to [aurilla.parrish@dca.state.fl.us](mailto:aurilla.parrish@dca.state.fl.us)]

and

Department of Community Affairs  
Small Cities Community Development Block Grant Program  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132

Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

(f) Pursuant to Section .320 (f), OMB Circular A-133, as revised, the Recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Department at each of the following addresses:

Department of Community Affairs  
Office of the Inspector General  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

[An electronic copy shall also be submitted to [aurilla.parrish@dca.state.fl.us](mailto:aurilla.parrish@dca.state.fl.us)]

and

Department of Community Affairs  
Small Cities Community Development Block Grant Program  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

(g) Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular

A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(h) Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

(i) In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Department of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Department has notified the Recipient of such non-compliance.

(j) The Recipient shall have all audits completed by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be submitted to the Department no later than nine (9) months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) The Recipient shall provide to the Department reports and information as identified in Attachment D.

(b) If all required reports and copies, prescribed above, are not sent to the department or are not completed in a manner "acceptable to the Department", the Department may withhold further payments until they are completed or may take such other action as set forth in Paragraph (11) REMEDIES. "Acceptable to the Department" means that the work product was completed in accordance with the Budget and Scope of Work and the Activity Work Plan, Attachments A and B of the Agreement, and the Subgrant Application and subsequent revisions that are mutually agreed to by both parties.

(c) The Recipient shall provide such additional program updates or information as may be required by the Department.

(d) The Recipient shall comply with the Environmental Assessment and Request for Release of Funds process as set forth in 24 C.F.R. Part 58 within ninety (90) days from the date of execution of this Agreement.

(e) The Recipient shall provide such additional program updates or information as may be required by the Department.

(f) The Recipient shall comply with the Environmental Assessment and Request for Release of Funds process as set forth in 24 C.F.R. Part 58 within ninety (90) days from the date of execution of this Agreement.

(8) MONITORING

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors, subrecipients, and consultants who are paid with funds under this Agreement, to ensure that time schedules are met, the Budget, Scope of Work and Subgrant Application activities are accomplished within the specified time periods, and other performance goals stated in this Agreement are achieved. Such review shall be made for each function or activity set forth in Attachments A and B of this Agreement and the Subgrant Application including subsequent revisions that are mutually agreed to by both parties.

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised and Section 215.97, Fla. Stat. (see Paragraph (6) AUDIT REQUIREMENTS, above), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the Recipient agrees to comply and cooperate with all monitoring procedures/processes deemed appropriate by the Department. In the event that the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Department to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer or Auditor

General. In addition, the Department will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall hold the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor.

(b) Any Recipient who is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible to the extent provided by Section 768.28 Fla. Stat. for its negligent acts or omissions or tortious acts which result in claims or suits against the Department, and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Department to make any further payment of funds hereunder shall, if the Department so elects, terminate and the Department may, at its option, exercise any of its remedies set forth in Paragraph 11, but the Department may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous Agreement with the Department shall at any time be false or misleading in any respect, or if the Recipient shall fail to keep, observe or perform any of the obligations, terms or covenants contained in



this Agreement or any previous agreement with the Department and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;

(b) If any material adverse change shall occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure said material adverse change within thirty (30) days from the time the date written notice is sent by the Department.

(c) If any reports required by this Agreement have not been submitted to the Department or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete in timely fashion any of its obligations under this Agreement.

(11) REMEDIES

Upon the happening of an Event of Default, then the Department may, at its option, upon thirty (30) calendar days prior written notice to the Recipient and upon the Recipient's failure to cure within said thirty (30) day period, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in Paragraph (13) herein;

(b) Commence an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Exercise any corrective or remedial actions, to include but not be limited to:

1. requesting additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance;

2. issuing a written notice of noncompliance to advise that more serious measures may be taken if the situation is not corrected;

3. advising the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question; or

4. requiring the Recipient to reimburse the Department for the amount of costs incurred for any items determined to be ineligible;

(e) Require that the Recipient return to the Department any funds which were used for ineligible purposes under the program laws, rules and regulations governing the use of funds under this program.

(f) Exercise any other rights or remedies which may be otherwise available under law.

(g) The pursuit of any one of the above remedies shall not preclude the Department from pursuing any other remedies contained herein or otherwise provided at law or in equity. No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient.

(12) TERMINATION

(a) The Department may terminate this Agreement for cause upon such written notice as is reasonable under the circumstances. Cause shall include, but not be limited to, misuse of funds; fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner; and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Department may terminate this Agreement for its convenience or when it determines, in its sole discretion, that the continuation of the Agreement would not produce beneficial results commensurate with the further expenditure of funds, by providing the Recipient with thirty (30) calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience as evidenced by written amendment of this Agreement. The amendment shall establish the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) When this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after the date of receipt of notice of the termination will be disallowed. Notwithstanding the above, the Recipient shall not be relieved of liability to the Department by virtue of any breach of Agreement by the Recipient. The Department may, to the extent authorized by law, withhold any payments to the Recipient for purpose of set-off until such time as the exact amount of damages due the Department from the Recipient is determined.

(13) NOTICE AND CONTACT

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below and said notification attached to the original of this Agreement.

(b) The name and address of the Department contract manager for this Agreement is:

Brenda Aderhold  
Department of Community Affairs  
Small Cities Community Development Block Grant Program  
Disaster Recovery Program  
2555 Shumard Oak Boulevard  
Tallahassee, FL 32399-2100  
Telephone: 850-410-0215  
Fax: 850-922-5609  
Email: [brenda.aderhold@dca.state.fl.us](mailto:brenda.aderhold@dca.state.fl.us)

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

Karen Hawes, Director, Human Services  
Lee County  
2440 Thompson Street  
Fort Myers, FL 33901  
Telephone: 239-533-7930  
Fax: 239-533-7960  
Email: [haweskb@leegov.com](mailto:haweskb@leegov.com)

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be rendered as provided in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any or all of the work required under this Agreement, a copy of the signed subcontract must be forwarded to the Department within ninety (90) days after execution of the subcontract. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement to the extent applicable to the subcontract, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. Each subcontractor's progress in performing its work under this Agreement shall be documented in the quarterly report submitted by the Recipient. For each subcontract, the Recipient shall provide a written statement to the Department as to whether that subcontractor is a minority vendor, as defined in Section 288.703, Fla. Stat.

(15) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) ATTACHMENTS

(a) All attachments to this Agreement are incorporated as if set out fully herein.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Budget and Scope of Work

Attachment B – Activity Work Plan(s)

Attachment C – Program Statutes, Regulations and Program Conditions

Attachment D – Reporting Requirements

Attachment F – Warranties and Representations

Attachment H – Certification Regarding Debarment, Suspension, Ineligibility  
And Voluntary Exclusion

Attachment J – Special Conditions

Attachment K – FloridaPAPERS ID and Password Request Login Form

(17) FUNDING/CONSIDERATION

(a) The funding for this Agreement shall not exceed \$1,364,931 subject to the availability of funds.

(b) The Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachment A of this Agreement, and the Subgrant Application including subsequent revisions that are mutually agreed to by both parties.

(c) All funds shall be requested electronically through FloridaPAPERS.

The Recipient must complete a FloridaPAPERS ID and Password Request Login Form, Attachment K of this Agreement, identifying an individual authorized to submit a Request For Funds (RFFs) on behalf of the Recipient utilizing the intuitive web portal.

(d) Pursuant to 24 C.F.R. Section 570.489(b), pre-agreement costs reflected in the Subgrant Application as originally submitted that relate to preparation of the Subgrant Application are considered eligible costs and may be reimbursed to the Recipient, if they are otherwise in compliance with all other requirements of this contract.

(e) Funds expended for otherwise eligible activities prior to the effective date of the Agreement, except for those provided for in this Agreement or prior to the effective date of the enabling amendment wherein the Department agrees to their eligibility, fundability, or addition to the Agreement, is ineligible for funding with Disaster funds.

If the necessary funds are not available to fund this Agreement as a result of action by Congress, the State Legislature, the Office of the Chief Financial Officer Comptroller or the Office of Management and Budgeting, all obligations on the part of the Department to make any further payment of

funds hereunder shall terminate, and the Recipient shall submit its closeout report within thirty (30) days of receipt of notice from the Department.

(18) REPAYMENTS

All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of "Department of Community Affairs", and mailed directly to the Department at the following address:

Department of Community Affairs  
Cashier  
Finance and Accounting  
2555 Shumard Oak Boulevard  
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Department for collection, the Department must add to the amount of the check or draft a service fee of Fifteen Dollars (\$15.00) or Five Percent (5%) of the face amount of the check or draft, whichever is greater.

(19) VENDOR PAYMENTS

Pursuant to Section 215.422, Fla. Stat., the Department shall issue payments to vendors within 40 days after receipt of an acceptable invoice and receipt, inspection, and acceptance of goods and/or services provided in accordance with the terms and conditions of the Agreement. Failure to issue the warrant within 40 days shall result in the Department paying interest at a rate as established pursuant to Section 55.03(1) Fla. Stat. The interest penalty shall be paid within 15 days after issuing the warrant.

Vendors experiencing problems obtaining timely payment(s) from a state agency may receive assistance by contacting the Vendor Ombudsman at (850) 488-2924 or by calling the State Comptroller's Hotline at 1-800-848-3792.

(20) STANDARD CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any subsequent submission or response to Department request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of

the Department and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Department from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Department under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.

(d) The Agreement may be executed in any number of counterparts, any one of whom may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

(f) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor,

supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

(h) With respect to any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, by signing this Agreement, the Recipient certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 18(h)2. of this certification; and

4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Recipient is unable to certify to any of the statements in this certification, such Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall submit to the Department (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each prospective subcontractor which Recipient intends to fund under this Agreement. Such form must be received by the Department prior to the Recipient entering into a contract with any prospective subcontractor. **SUBMISSION OF ATTACHMENT H DOES NOT PRECLUDE THE RECIPIENT'S COMPLETION AND SUBMISSION OF THE "BIDDING INFORMATION AND CONTRACTOR ELIGIBILITY FORM."**



(i) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(j) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(k) If otherwise allowed under this Agreement, all bills for any travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.

(l) The Department of Community Affairs reserves the right to unilaterally cancel this Agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., and made or received by the Recipient in conjunction with this Agreement.

(m) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Department or be applied against the Department's obligation to pay the contract amount.

(n) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Department shall consider the employment by any contractor 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 this Agreement by the Department.

(o) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All such meetings shall be publicly noticed, open to the public, and the minutes of all such meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(21) LOBBYING PROHIBITION

(a) No funds or other resources received from the Department in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file

the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(22) COPYRIGHT, PATENT AND TRADEMARK

**ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.**

(a) If the Recipient brings to the performance of this Agreement a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected herewith, the Recipient shall refer the discovery or invention to the Department for a determination whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. In the event that any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Department. Any and all copyrights accruing under or in connection with the performance under this Agreement are hereby transferred by the Recipient to the State of Florida.

(c) Within thirty (30) days of execution of this Agreement, the Recipient shall disclose all intellectual properties relevant to the performance of this Agreement, which he or she knows or should know, could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property, which is so disclosed. Failure to disclose will indicate that no such property exists. The Department shall then, under Paragraph (b), have the right to all patents and copyrights, which accrue during performance of the Agreement.

(23) LEGAL AUTHORIZATION

The Recipient certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized.

**RECIPIENT: LEE COUNTY**

BY: \_\_\_\_\_

Name and title: Robert Janes, Chairman, Lee County BOCC

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

FID#: 596000702

**STATE OF FLORIDA  
DEPARTMENT OF COMMUNITY AFFAIRS**

BY: \_\_\_\_\_

Name and Title: Janice Browning, Director  
Division of Housing and Community Development

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

## EXHIBIT 1

**Federal Resources awarded to the Recipient pursuant to this Agreement consist of the following:**

Federal Program:	U.S. Department of Housing and Urban Development	
	CFDA #14.228	\$1,364,931

**Compliance requirements applicable to the federal resources awarded pursuant to this Agreement are as follows:**

Note: If the resources awarded to the recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.

Federal Program:

The Recipient will fully perform the obligations in accordance with the Budget and Scope of Work, Attachments A and B of this Agreement and the Application incorporated herein by reference.

The Recipient shall be governed by applicable State and Federal laws, rules and regulations, including but not limited to those identified in Attachment C.

**Note: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal programs and State projects included in Exhibit 1 be provided to the Recipient.**



RECIPIENT: Lee County

ATTACHMENT A - DISASTER RECOVERY INITIATIVE PROGRAM  
PROGRAM BUDGET AND SCOPE OF WORK SERVICE AREA SA # 2 Lee County Housing

Contract # 07DB-3V-09-46-01-Z02

1                      2                      3                      4                      5                      6                      7                      8                      9                      10                      11

ACTIVITY		ACCOMPLISHMENTS		BENEFICIARIES			BUDGET			
NUMBER	DESCRIPTION	UNIT	NUMBER	LMI	VLI	TOTAL	CDBG AMOUNT	*OTHER FUNDS	*SOURCE #	NATL. OBJECTIVE
	ADMINISTRATION						\$29,608.00	\$30,000.00	1	
	ENGINEERING									
14A	Housing Rehab	HU	6	15		15	\$160,000.00	\$25,000.00	2	LMI
12	Replacement Housing	HU	13	28		28	\$1,090,422.00	\$350,000.00	3	LMI
	<b>TOTALS</b>		19	43	0	43	\$1,280,030.00	\$405,000.00		\$0.00

\* SOURCES AND AMOUNTS OF "OTHER FUNDS" (COLUMNS 9 AND 10 ABOVE)

1 Local	-----	\$30,000.00	5	-----
2 County CDBG	-----	\$25,000.00	6	-----
3 SHIP	-----	\$350,000.00	7	-----
4	-----		8	-----

**RECIPIENT: Lee County**

**ATTACHMENT A - DISASTER RECOVERY INITIATIVE PROGRAM  
PROGRAM BUDGET AND SCOPE OF WORK SERVICE AREA # 3 WoodHaven**

**Contract # 07DB-3V-09-46-01-Z 02**

1		2		3		4		5		6		7		8		9		10		11		
ACTIVITY		ACCOMPLISHMENTS		BENEFICIARIES						BUDGET												
NUMBER	DESCRIPTION	UNIT	NUMBER	LMI	VLI	TOTAL	CDBG AMOUNT	*OTHER FUNDS	*SOURCE #	NATL. OBJECTIVE												
	ADMINISTRATION						\$247.00															
	ENGINEERING																					
14A	Housing Rehab	HU	12	12		12	\$4,800.00														LMI	
<b>TOTALS</b>			12	12	0	12	\$5,047.00	\$0.00													\$0.00	

**\* SOURCES AND AMOUNTS OF "OTHER FUNDS" (COLUMNS 9 AND 10 ABOVE)**

1	-----	-----	5	-----	-----
2	-----	-----	6	-----	-----
3	-----	-----	7	-----	-----
4	-----	-----	8	-----	-----





RECIPIENT: Lee County

ATTACHMENT A - DISASTER RECOVERY INITIATIVE PROGRAM  
 PROGRAM BUDGET AND SCOPE OF WORK SERVICE AREA # 5 Highlands

Contract # 07DB-3V-09-46-01-Z 02

1	2		3	4	5	6	7	8	9	10	11
ACTIVITY		ACCOMPLISHMENTS		BENEFICIARIES			BUDGET				
NUMBER	DESCRIPTION	UNIT	NUMBER	LMI	VLI	TOTAL	CDBG AMOUNT	*OTHER FUNDS	*SOURCE #	NATL. OBJECTIVE	
	ADMINISTRATION						\$950.00				
	ENGINEERING										
14A	Housing Rehab	HU	3	3		3	\$28,477.00			LMI	
<b>TOTALS</b>			3	3	0	3	\$29,427.00	\$0.00		\$0.00	

\* SOURCES AND AMOUNTS OF "OTHER FUNDS" (COLUMNS 9 AND 10 ABOVE)

1	-----	-----	5	-----	-----
2	-----	-----	6	-----	-----
3	-----	-----	7	-----	-----
4	-----	-----	8	-----	-----

Attachment B

DEPARTMENT OF COMMUNITY AFFAIRS SMALL CITIES CDBG PROGRAM  
PROJECT WORK PLAN

<b>RECIPIENT</b>	Lee County	<b>DATE PREPARED</b>	3/2/07
<b>CONTRACT NO.</b>	07-DB-3V-09-46-01-Z02	<b>PROJECT BUDGET</b>	\$ 1,090,422
<b>SERVICE AREA</b>	Lee County Housing Replacement	<b>SUBRECIPIENT</b>	Department of Human Services Housing Services

Date Start (month & year)	Date End (month & year)	Describe Proposed Action to be Undertaken or Contract Special Condition Clearance Documentation to be submitted by "Date End"	# Units to be completed by "Date End"	Proposed \$\$ to be Requested by "Date End"	Proposed Administration \$\$ to be Requested by "Date End"
4/07	10/07	Marketing	0		
4/07	2/08	Accepting and Processing Applications	25		
5/07	2/08	Determine Eligibility and Sign Documents	13		
5/07	2/08	Demolition	2		
5/07	5/08	Site Plans and Bidding	13		
5/07	5/08	Houses Ordered	13	363,474	8369
6/07	9/08	Construction	13	363,474	8369
8/07	9/08	Certificates of Occupancy	13	363,474	8370
		Total Units Replaced	13		

## Attachment B

**DEPARTMENT OF COMMUNITY AFFAIRS SMALL CITIES CDBG PROGRAM  
PROJECT WORK PLAN**

<b>RECIPIENT</b>	Lee County	<b>DATE PREPARED</b>	3/2/07
<b>CONTRACT NO.</b>	07-DB-3V-09-46-01-Z02	<b>PROJECT BUDGET</b>	\$ 160,000
<b>SERVICE AREA</b>	Lee County Housing Rehab/Repair	<b>SUBRECIPIENT</b>	Department of Human Services Housing Services

Date Start (month & year)	Date End (month & year)	Describe Proposed Action to be Undertaken or Contract Special Condition Clearance Documentation to be submitted by "Date End"	# Units to be completed by "Date End"	Proposed \$\$ to be Requested by "Date End"	Proposed Administration \$\$ to be Requested by "Date End"
4/7	5/08	Marketing	0		
4/7	2/08	Accepting and Processing Applications	12		
4/7	2/08	Determine Eligibility	12		
5/07	3/08	Develop Scope of Work	6		
5/07	4/08	Bidding	6		
5/07	5/08	Documents Signed	6		
6/07	6/08	Repairs Begin	6	53,333	1500
8/07	9/08	Repairs Complete	6	53,333	1500
8/07	9/08	Certificates of Completion	6	53,333	1500
		Total Units Repaired	6		

(Rev. Aug 2004)

**ATTACHMENT B  
DEPARTMENT OF COMMUNITY AFFAIRS SMALL CITIES CDBG PROGRAM  
PROJECT WORK PLAN**

<b>RECIPIENT</b>	Lee County	<b>DATE PREPARED</b>	12/29/2006
<b>CONTRACT NO.</b>	07-DB-3V-09-46-01-Z02	<b>PROJECT BUDGET</b>	\$84,901.00
<b>SERVICE AREA</b>	City of Sanibel	<b>SUBRECIPIENT</b>	City of Sanibel

Date Start (month & year)	Date End (month & year)	Describe Proposed Action to be Undertake or Contract Special Condition Clearance Documentation to be submitted by "Date End"	# Units to be completed by "Date End"	Proposed \$\$ to be Requested by "Date End"	Proposed Administration \$\$ to be Requested by "Date End"
Mar-07	Mar-08	Administrative Costs	0	\$2,472.00	\$2,472.00
Mar-07	Mar-08	Repair Woodhaven housing complex	12	\$4,800.00	
Mar-07	Mar-08	Repair Beach Road structures	5	\$49,152.00	
Mar-07	Mar-08	Replace roofs on Sanibel Highlands structures	3	\$28,477.00	

## Attachment C

### State and Federal Statutes, Regulations and Program Conditions

By signature of this Agreement, the local government hereby certifies that it will comply with the following applicable federal and state requirements:

#### Section I: State and Federal Statutes and Regulations

- |     |   |     |   |
|-----|---|-----|---|
| 1.  | Community Development Block Grant, Final Rule, 24 C.F.R., Part 570;   | 35. | Protection of Historic and Cultural Properties under HUD Programs, 24 C.F.R. Part 59;   |
| 2.  | Florida Small and Minority Business Act, s. 288.702-288.714, F.S.;  | 36. | Coastal Zone Management Act of 1972, P.L. 92-583;   |
| 3.  | Florida Coastal Zone Protection Act, s. 161.52-161.58, F.S.;  | 37. | Architectural and Construction Standards;   |
| 4.  | Local Government Comprehensive Planning and Land Development Regulation Act, Ch. 163, F.S.;   | 38. | Architectural Barriers Act of 1968, 42 U.S.C. 4151;   |
| 5.  | Title I of the Housing and Community Development Act of 1974, as amended  | 39. | Executive Order 11296, relating to evaluation of flood hazards;   |
| 6.  | Treasury Circular 1075 regarding drawdown of CDBG funds   | 40. | Executive Order 11288, relating to prevention, control and abatement of water pollution;  |
| 7.  | Sections 290.0401-290.049, F.S.;  | 41. | Cost-Effective Energy Conservation Standards, 24 C.F.R. Part 39;  |
| 8.  | Rule Chapter 9B-43, Fla. Admin. Code.;  | 42. | Section 8 Existing Housing Quality Standards, 24 C.F.R. Part 882;   |
| 9.  | Department of Community Affairs Technical Memorandums;  | 43. | Coastal Barrier Resource Act of 1982;   |
| 10. | HUD Circular Memorandums applicable to the Small Cities CDBG Program;   | 44. | Federal Fair Labor Standards Act, 29 U.S.C., s. 201 et. seq.;   |
| 11. | Single Audit Act of 1984;   | 45. | Title VI of the Civil Rights Act of 1964 - Non-discrimination;  |
| 12. | National Environmental Policy Act of 1969 and other provisions of law which further the purpose of this Act;                          | 46. | Title VII of the Civil Rights Act of 1968 - Non-discrimination in housing;  |
| 13. | National Historic Preservation Act of 1966 (Public Law 89-665) as amended and Protection of Historic Properties (24 C.F.R. Part 800); | 47. | Age Discrimination Act of 1975;   |
| 14. | Preservation of Archaeological and Historical Data Act of 1966;   | 48. | Executive Order 12892- Fair Housing   |
| 15. | Executive Order 11593 - Protection and Enhancement of Cultural Environment;   | 49. | Section 109 of the Housing and Community Development Act of 1974, Non-discrimination;   |
| 16. | Reservoir Salvage Act;  | 50. | Section 504 of the Rehabilitation Act of 1973 and 24 C.F.R. Part 8;   |
| 17. | Safe Drinking Water Act of 1974, as amended;  | 51. | Executive Order 11063 - Equal Opportunity in Housing;   |
| 18. | Endangered Species Act of 1958, as amended;   | 52. | Executive Order 11246 - Non-discrimination;   |
| 19. | Executive Order 12898 - Environmental Justice   | 53. | Section 3 of the Housing and Urban Development Act of 1968, as amended - Employment/Training of Lower Income Residents and Local Business Contracting;      |
| 20. | Executive Order 11988 and 24 C.F.R. Part 55 - Floodplain Management;  | 54. | Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L., 100-17, and 49 C.F.R. Part 24;                                      |
| 21. | The Federal Water Pollution Control Act of 1972, as amended (33 U.S.C., s. 1251 et. seq.);  | 55. | Copeland Anti-Kickback Act of 1934;   |
| 22. | Executive Order 11990 - Protection of Wetlands;   | 56. | Hatch Act;  |
| 23. | Coastal Zone Management Act of 1968, as amended;  | 57. | Title IV Lead-Based Paint Poisoning Prevention Act (42 U.S.C., s. 1251 et. seq.);   |
| 24. | Wild and Scenic Rivers Act of 1968, as amended;   | 58. | OMB Circulars A-87, A-122, and A-133, as revised;   |
| 25. | Clean Air Act of 1977;  | 59. | Administrative Requirements for Grants, 24 C.F.R. Part 85;  |
| 26. | HUD Environmental Standards (24 C.F.R. Part 58);  | 60. | Section 102 of the Department of Housing and Urban Development Reform Act of 1989 and 24 C.F.R. Part 12;  |
| 27. | Farmland Protection Policy Act of 1981;   | 61. | Emergency Rule 9BER06-1, CDBG Disaster Recovery Funds;  |
| 28. | Clean Water Act of 1977;  | 62. | HUD program requirements for disaster recovery projects as published in Federal Register, Vol. 69, No. 237 (December 10, 2004) [Docket No. FR-4959 - N-01]. |
| 29. | Davis - Bacon Act;  |     |   |
| 30. | Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. s. 327 et. seq.;  |     |   |
| 31. | The Wildlife Coordination Act of 1958, as amended;  |     |   |
| 32. | The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1975 (42 U.S.C., s. 6901 et. seq.);         |     |   |
| 33. | Noise Abatement and Control: Departmental Policy Implementation, Responsibilities, and Standards, 24 C.F.R. Part 51, Subpart B;       |     |   |
| 34. | Flood Disaster Protection Act of 1973, P.L. 92-234;   |     |   |

## Section II: Program Conditions - Disaster Recovery Initiative Program

1. Prior to the obligation or disbursement of any funds, except for administrative expenses not to exceed Fifteen Thousand Dollars (\$15,000), but in any case, no later than ninety-days (90) from the effective date of this Agreement, the Recipient shall complete the following:

- a. Comply with procedures set forth in 24 C.F.R. Part 58, Environmental Review Procedures for Title I Community Development Block Grant Programs and 40 C.F.R. Section 1500-1508, National Environmental Policy Act Regulations. When this condition has been fulfilled to the satisfaction of the Department, the Department will issue a Notice of Removal of Environmental Conditions;
- b. If special assessments or impact fees are to be charged to each household that is to be hooked up to the sewage system, document the source of those funds and that they are dedicated to the project for the purpose of funding said special assessments or impact fees;
- c. The Recipient shall not enter into a contract to be paid with Disaster funds based on a sole source or single proposal procurement action without prior written approval from the Department. Failure to secure the prior written approval shall relieve the Department of any obligation to fund the said procurement contract. Any previous payments to the Recipient to fund said contract shall be ineligible and shall be repaid to the Department by the Recipient; and
- d. The documentation required in paragraph 3 below for any professional services contract procured prior to the start date of this agreement.
- e. Submit to the Department copies of all adopted required policies not provided at the time of original Application, which the Recipient certified would be adopted. Also, unless submitted with the Subgrant Application or reviewed at the site visit and determined to be acceptable, submit an executed copy of the required inter-local and/or subrecipient Agreement if more than one local government is covered by this contract.
- f. The procurement of professional administrative and engineering services.

2. For each procured and executed professional services contract for which Disaster funding will be requested, or within five (5) days of the execution of any yet to be procured professional services for which Disaster funding will be requested, submit a copy of the following procurement documents:

- a. Public notice of the terms of the request for proposals in a newspaper of regional circulation, including affidavit of publication;
- b. List of entities to whom a notification of the request for proposals was provided by mail or by fax;
- c. List of firms that submitted a proposal (only if short-listing procedure was used);
- d. Completed short-listing evaluation / ranking forms, including any ranking summary document, and document transmitting the short-listed firms to the commission (only if short-listing procedure used);
- e. Completed final evaluation / ranking forms;
- f. Portion of commission minutes dealing with contract award;

- g. Cost breakout from selected firm used for completion of the cost analysis (if pricing information was not submitted with proposals);
  - h. Contract (signed or proposed);
  - i. Truth-in-Negotiation certification (if not in the contract) for engineering contracts over \$60,000;
  - j. If a protest was filed, a copy of the protest and documentation of resolution;
  - k. A request for the Department's approval of a single source procurement if only one firm was considered and the contract exceeds \$25,000;
  - l. If a regional planning council or local government is performing the services, submit only a copy of the contract and cost analysis information; and
  - m. If professional services procurement will not be undertaken, so advise the Department.
3. For any activity that requires construction plans and specifications prepared by an engineer or architect:
- a. Provide to the Department a copy of all engineering specifications and construction plans. The Recipient shall also furnish the Department, prior to soliciting bids or proposals, a copy of all bid documents for all services and/or materials to provide those services and/or materials for all construction activities when the bids are expected to exceed \$25,000. These submissions are for the limited purpose of identifying the extent of the activities to be accomplished with Disaster funds under this Agreement, and inclusion of program requirements, and in no way does it indicate that the Department has conducted a technical review of, or approved the plans or other bidding documents;
  - b. The Recipient shall not publicize any request for bids for construction purposes or distribute bid packages until the Department has provided to the Recipient, written acceptance of the engineering specifications, construction plans, and bid documents; and
  - c. In any service area which requires construction plans and specifications prepared by an engineer or architect, no more than twenty-five percent (25%) of the grant administration amount allocable to that service area may be requested until the construction plans and specifications for that service area have been received for review by the Department. For the purpose of this condition, the allocable grant administration amount for each service area is calculated by first determining each service area's percentage of total project costs, excluding administrative costs, and then multiplying the service area's percentage of total project costs by the total administrative budget. This calculation results in a percentage of total administrative costs per service area based on each service area's percentage of the grants total project costs, excluding administrative costs.
4. For activities requiring acquisition of property, the Recipient shall:
- a. Should the Recipient be undertaking any activity subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended, and Disaster funds will not be used for the cost of acquisition, the Recipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including notice to the property owner of his or her rights under URA, invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, waiver of rights (for donations), as applicable.



The documentation shall be submitted within forty-five (45) days of acquiring the property and prior to advertising for construction bids for any activity that required the acquisition.

b. Should the Recipient be undertaking any activity subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended, and Disaster funds will be used for the cost of acquisition, the Recipient shall document completion of all pre-acquisition activities by submitting all documentation required for a desk monitoring of those activities, including notice to the property owner of their rights under URA, invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, waiver of rights (for donations), and estimated settlement costs, as applicable. The documentation shall be submitted to the Department for review prior to closing on the property. A copy of the final statement of settlement costs and a copy of recorded deed, with any required deed restrictions, shall be submitted within forty-five (45) days of the acquisition.

5. If the project involves installation of new sewer lines, or a new sewer treatment plant funded (partially or wholly) from Disaster funds and new sewer lines funded by another source, the Recipient shall document notification to appropriate households of the requirement in Section 381.00655(1), Fla. Stat. (1995) to hookup to the sewer system within three-hundred and sixty-five (365) days of its availability. (Note that the notification is to be provided at least one year prior to the anticipated availability of the system.)

6. The Recipient shall obtain approval from the Department prior to obligating Disaster funds for any engineering activities and costs related thereto under the Rural Utilities Service (RUS) engineering fee schedule. The Department will not reimburse or fund engineering activities or costs that are not eligible under the RUS fee schedule and Emergency Rule 9BER05-2 CDBG Disaster Recovery Funds.

7. The Recipient, by executing this Agreement, does thereby certify that program income received and retained by the local government before closeout of the grant will be used to continue grant activities in compliance with all applicable requirements of 25 C.F.R. Section 570.489(e). The amount of program income earned and expended must be reported to the Department on a quarterly basis. Quarterly progress reports are due to be received by the Department no later than fifteen (15) days after the end of each quarter of the program year and shall continue to be submitted each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

8. The Recipient shall annually undertake an activity to affirmatively further fair housing pursuant to 24 C.F.R. Section 570.487(b)(4). Annually shall be defined as an activity for each year or one-third thereof from the effective date of the contract to the date of submission of the administrative closeout.

9. A deed restriction shall be recorded on any real property or facility acquired with Disaster funds. This restriction shall limit the use of that real property or facility to the use stated in the Application and that title shall remain in the name of the Recipient. Such deed shall be made a part of the public records in the Clerk of Court of the County in which the Recipient is located. Any future disposition of that real property shall be in accordance with 24 C.F.R. Section 85.31. Any future change of use shall be in accordance with 24 C.F.R. Section 570.489(j).

10. The Recipient shall conduct all public hearings relating to this Agreement and performance hereunder in a location that is accessible to physically handicapped persons or make such accommodations as necessary to provide for active participation of handicapped persons desirous of attending such public hearings.

11. All amendments to the activities contained in the application, including proposed new activities must be approved by the Department in writing prior to the date of initiation of that activity or the execution of any contract with any third party relating to such activity. The Department reserves the right

to require that deletion of an activity meeting the LMI national objective be replaced with another activity meeting the LMI national objective.

12. The Recipient shall update and submit Form HUD 2880 to the Department within thirty (30) days of the Recipient's knowledge of changes in situations which would require that updates be prepared. A final Form HUD 2880 shall be provided to the Department with the request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout and assessment of any penalties which otherwise would have occurred.

13. The Recipient shall comply with the historic preservation requirements of 24 C.F.R. 58.17 and the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings.

14. Conflicts of interest relating to procurement shall be addressed pursuant to 24 C.F.R. Section 570.489(g). Conflicts of interest relating to acquisition or disposition of real property; Disaster financial assistance to beneficiaries, businesses, or other third parties; or any other financial interest, whether real or perceived, shall be addressed pursuant to 24 C.F.R. Section 570.489(h). All procurement actions shall be conducted pursuant to 24 C.F.R. Section 85.36 and Rule 9B-43, Fla Admin. Code.

15. The Recipient shall maintain records of its expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the contracted budget line items by service area contracted activity as defined on Attachment A and on the Activity Work Plan(s).

16. If an activity is designed by an engineer, architect, or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package, and a copy of the certification shall be submitted with the administrative closeout package.

17. Payment for the acquisition of property, right-of-way, or easement must be approved in writing by the Department prior to distribution of funds. Should the Recipient fail to obtain Department approval, any portion of the cost of the acquisition exceeding Fair Market Value as established in HUD Handbook 1378 shall not be paid with Disaster funds.

18. If, as a result of a site visit, the Department identifies any issues affecting the eligibility for funding any activity in the application, the local government shall provide information necessary to establish eligibility for the activity under the Disaster Recovery initiative program requirements or replace the activity with a new activity meeting such requirements, within the provisions of Program Condition Number 10.

19. Any debris removal on private property approved by the Department as a result of a HUD waiver will be treated as "direct benefit" and the project file shall document that the property owner qualifies as a low or moderate income (LMI) person. If documentation that the person qualifies as an LMI person is not provided, then the cost of debris removal is not allowed.

20. Following demolition of a structure on private property, the local government shall place a lien against the real property for the cost of demolition. If the lien is not recorded against the real property, then the demolition cost is not an eligible cost under the grant. A lien is not required when the demolition is needed for residential reconstruction completed during the sub-grant period. A copy of the lien shall be maintained in the project files. When the lien is paid, the funds shall be treated as program income in accordance with CDBG regulations in 24 CFR 570.

21. For any activity performed as an "urgent need," the project files shall document that the activity meets the requirements of 24 CFR 570.483 (d) to qualify under the "urgent need" national objective. For these disaster recovery funds, the "threat to health or welfare" portion of the requirements may be established in the context of the 2004 hurricane season damage.

22. If grant funds are used for acquisition of property for, or infrastructure in support of, LMI housing construction, construction of the housing must be completed and LMI benefit documented during the sub-grant period.
23. If grant funds are used for "slum and blight," the project files shall document that the activity took place in an area officially designated as a "slum" or "blighted" area and meets HUD requirements for "slum and blight" national objective, or that the activity qualifies under HUD requirements for "spot blight."
24. If grant funds are used for acquisition, the requirements of 24 CFR 570.83 (e) (2) regarding final use or disposition shall be met.
25. For any construction contract that requires payment of prevailing wages under the Davis-Bacon and Related Acts (DBRA), the Recipient shall take the following actions so that the Department may meet its DBRA tracking and reporting requirements to HUD for these funds:
- a. Obtain a wage decision from the Department using its Wage Decision Request form or a similar document with the same information; and
  - b. Prior to awarding the construction contract, submit the Bidding Information and Contractor Eligibility form, or document with the same information, and obtain the Department's confirmation that the contractor is not excluded from participation in federally funded projects.
26. If any funds are used for housing rehabilitation, the project files shall document that, following completion of each home, all code violations have been corrected and the home meets Section 8 Housing Quality Standards.
27. Within thirty (30) days of execution of any construction contract between the Recipient and a contractor, all construction contractors shall provide a schedule for completion of work activities under that construction contract.
28. Pursuant to Federal Register/Volume 69, Number 237 [Docket Number FR-4959-N-01] and the Robert T. Stafford Disaster Assistance and Emergency Relief Act (42 U.S.C. 5155), no activity may receive assistance from these funds with respect to any cost that is reimbursable by FEMA, eligible for Small Business Administration assistance or from any other program, insurance or any other sources. The Recipient's project files shall document how compliance with this prohibition on duplication of benefits was determined for each activity, including sub-recipients and, for housing or other direct benefit activity, individual beneficiaries. Duplication of benefits identified during monitoring, by an audit, or other means may require repayment of duplication of benefit funds.

## Attachment D

### Reporting Requirements

The following reports must be completed and submitted to the Department in the time frame indicated. Failure to timely file these reports constitutes an event of default, as defined in Paragraph (10) of this Agreement.

1. The Contractual Obligation and MBE Report must be submitted to the Department by April 15 and October 15 annually. The form must reflect all contractual activity for the period. If no activity has taken place during the reporting period, the form must indicate "no activity".
2. The Request for Funds Form must be submitted electronically through FloridaPAPERS to the Department by an authorized signatory at a minimum of once per quarter within fifteen (15) days after the end of the quarter: April 15, July 15, October 15 and January 15. If no activity has taken place during the reporting period, a zero (-0-) Request for Funds must be submitted electronically indicating "no funds required".
3. The Projection of Contract Payments Form must be submitted to the Department (4) times a year: May 1, August 1, November 1 and February 1. In Section I indicate the amount of funds projected to be drawn down for the applicable reporting period. If no funds will be required, a zero should be reflected in the applicable reporting period. In Section II, indicate current approved budget and available balance for each project activity.
4. A Disaster Quarterly Status Report must be submitted to the Department fifteen (15) days after the end of the quarter on the report form provided by the Department: April 15, July 15, October 15 and January 15.
5. The Administrative Closeout Package must be submitted to the Department forty-five (45) days after the Agreement termination date.
6. In accordance with OMB Circular A-133, revised, should the Recipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with OMB Circular A-133 and submitted to the Department no later than nine (9) months from the end of the Recipient's fiscal year.

## Attachment F

### Warranties and Representations

#### Financial Management

In addition to complying with all applicable federal regulations, the Recipient's financial management system shall provide for the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program
- (2) Records that adequately identify the source and application of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.
- (4) Written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable cost principles and the terms and conditions of this grant.
- (5) Accounting records, including cost accounting records that are supported by source documentation.

#### Competition

In addition to complying with all applicable state and federal regulations, all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, price, quality and other factors considered. Solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

#### Codes of Conduct

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict 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 the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

### Business Hours

The Recipient shall be available at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

### Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired.



Attachment H

**Certification Regarding  
Debarment, Suspension, Ineligibility  
And Voluntary Exclusion**

**Contractor Covered Transactions**

- (1) The prospective contractor of the Recipient, \_\_\_\_\_, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Recipient's contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

\_\_\_\_\_  
Contractor's Name and Title

\_\_\_\_\_  
Recipient's Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
DCA Contract Number

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

NOTE: SUBMISSION OF THIS FORM DOES NOT PRECLUDE RECIPIENT'S COMPLETION AND SUBMISSION OF THE "BIDDING INFORMATION AND CONTRACTOR ELIGIBILITY FORM."

**Attachment J**  
**Special Conditions**



**Department of Community Affairs  
Florida Small Cities Community Development Block Grant (CDBG) Program**

**SIGNATURE AUTHORITY FORM**

*Submit an original Signature Authority Form with each contract.*

Recipient Lee County Board of County Commissioners Lee County Human Services		Contract # 07DB-3V-09-46-01-Z02	
Mailing Address (Street or Post Office Box)  2440 Thompson Street City, State and Zip Code  Fort Myers, FL 33901			
Contact Person  Karen B. Hawes, Director		Telephone # 239-533-7930 E-mail Address haweskb@leegov.com	
Financial Contact Person  Barbara J. Hollis, Fiscal Manager		Telephone # 239-533-7923 E-mail Address hollisbj@leegov.com	
Requests for Funds (RFFs) from the Florida Small Cities CDBG Program require ( <i>check one</i> ): <input checked="" type="checkbox"/> <b>one signature</b> <input type="checkbox"/> <b>two signatures</b> of individuals authorized below. No more than two individuals can be authorized to use FloridaPAPERS. CDBG contracts require that at least one (1) RFFs must be submitted each quarter and should reflect all expenditures incurring during that reporting period.			
Typed Name Barbara J. Hollis		Date 03/02/07	Signature <i>Barbara J. Hollis</i>
<input checked="" type="checkbox"/> Check here if the above person will be the designated FloridaPAPERS user.		E-mail Address hollisbj@leegov.com	
Typed Name		Date	Signature
<input type="checkbox"/> Check here if the above person will be the designated FloridaPAPERS user.		E-mail Address	
Typed Name		Date	Signature
<input type="checkbox"/> Check here if the above person will be the designated FloridaPAPERS user.		E-mail Address	
I certify, as the recipient's Chief Elected Official, that the above signatures are of the individuals authorized to sign Requests for Funds and to submit RFF's electronically to the Small Cities Community Development Block Grant Program using FloridaPAPERS.			
Typed Name Robert Janes		Date	Signature
<input type="checkbox"/> Check here if your local government utilizes Electronic Funds Transfer (EFT) from the State of Florida. <input checked="" type="checkbox"/> Check here if your local government will be working on a reimbursement basis.			
CDBG payments <i>to local governments using EFT</i> are automatically deposited in the local government's general account. If the account is interest bearing, the CDBG funds must be transferred to a non-interest bearing account. Please call the CDBG Program at 850/922-1878 or 487-3644 if you have questions. You can check the status of your deposit at the Comptroller's website: <a href="http://flair.dbf.state.fl.us/">http://flair.dbf.state.fl.us/</a> .			
<i>Local governments not receiving EFT, and not working on a reimbursement basis, must establish a non-interest bearing account. Provide account information for the financial institution (insured by FDIC) below. All signatures on the account must be bonded.</i>			
Name of Financial Institution Bank of America		Account Number 005500504519	
Street Address or Post Office Box 1605 Main Street, Suite 501		Telephone Number 941-952-2671	
City, State and Zip Code Sarasota, FL 34236-5840			