



**Lee County**  
*Southwest Florida*

Board of County Commissioners  
HUMAN AND VETERAN SERVICES

**U.S. Department of Housing and Urban Development**  
*Community Development Block Grant*

**Sub-recipient**

**Intergovernmental Service Provider Agreement**

**with**

***Lee County Sheriff's Office***

**for Enhanced Community Policing**

**Lee County Human and Veteran Services & Lee County Sheriff's Office**

**ENHANCED COMMUNITY POLICING (CDBG)**  
**AGREEMENT CONTENTS**

- 4-PAGE AGREEMENT  
    **Signatures needed**

**ATTACHMENTS**

- ATTACHMENT A      Community Development Block Grant (CDBG) Program Guidelines
- ATTACHMENT B      Compliance and Other Requirements
- ATTACHMENT C      Aerial Maps

**EXHIBITS (Required Reports/Documents):**

- EXHIBIT 1            Payment Request (one for each neighborhood)
- EXHIBIT 2            Crime Prevention Report/Duty Log
- EXHIBIT 3            Performance Outcomes Report
- EXHIBIT 4            Quarterly Unit Rate & Revenue Analysis Report
- EXHIBIT 5            Closeout Report
- EXHIBIT 6            Certificates of Insurance
- EXHIBIT 7            Scope of Services/Statement of Work

*Applicable items are checked. If item is not checked, it does not apply to this contract.*

**INTERGOVERNMENTAL SERVICE PROVIDER AGREEMENT**  
**between**  
**LEE COUNTY HUMAN AND VETERAN SERVICES**  
**and**  
**LEE COUNTY SHERIFF’S OFFICE**

**THIS SERVICE PROVIDER AGREEMENT**, hereafter referred to as **AGREEMENT** defines the Scope of Services to be performed by the Lee County Sheriff’s Office, hereafter referred to as **PROVIDER**, the staffing to be provided, the program budget, and the responsibilities of Lee County Human and Veteran Services, hereafter to be known as the **SPONSOR**.

**A. Purpose:** Enhanced Community Directed Policing is intended to increase the level of service to target neighborhoods and may be coordinated with Page Park Community Services, Inc., Palmona Park Advisory Committee, Pine Manor Improvement Association Inc., and Suncoast Neighborhood Task Force Inc. (hereinafter the ASSOCIATIONS). The result of these activities will be to stabilize the neighborhood, improve communication between the neighborhood and law enforcement, and reduce the risk of people, property, and businesses becoming victims or casualties of crime as well as help reduce the overall number of incidents in the neighborhood.

All activities funded with the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funds must benefit persons of income levels at or below 80% of the area median income and as defined in the pertinent program requirements. SPONSOR certifies that the activity carried out under this Agreement will meet the CDBG income eligibility requirements.

**B. Scope of Services/Statement of Work:** The PROVIDER will provide targeted enhanced policing activities with input from the ASSOCIATIONS. The PROVIDER may assign policing details based on the specific needs of the target neighborhood. These services are not intended to replace any ongoing core-level services such as regular patrol and/or community policing efforts currently in place by the PROVIDER.

The ASSOCIATIONS President, or designee, may have the option to request a detail at least 72 hours in advance of the shift. Enhanced Community Directed Policing details can be requested based on specific neighborhood issues identified by the ASSOCIATIONS and coordinated with the PROVIDER. The length of the details will be based on the needs of the neighborhood; however, they should be a minimum of 4-hours per day. The Community Deputy assigned to the neighborhood or local area will be given first right of refusal to the requested shift. The PROVIDER agrees that the Deputy will not have to leave the neighborhood for zone calls. However, it is understood that in severe or emergency situations the Deputy assigned may be called in to assist due to the proximity of a situation or the severity (traffic accidents, in progress felony crimes, etc). If this occurs, the duty log must reflect the time the Deputy was removed from the neighborhood district. Probation checks and juvenile arrest monitoring (JAM) are not billable under this Agreement and funding source. Cost of field test kits used during a detail may be reimbursed if requested.

The target neighborhood boundaries are defined in **ATTACHMENT C: Aerial Maps**.

The PROVIDER agrees that the Enhanced Community Directed Policing Program will be closely coordinated with the ASSOCIATIONS in order to exchange all public information, identify problem areas, and work on long term solutions.

The PROVIDER is subject to all applicable program guidelines as detailed in **ATTACHMENT A: Community Development Block Grant Program Guidelines** and **ATTACHMENT B: Compliance and Other Requirements**.

**C. Program Budget/Terms of Payment:** Funding for this agreement is through the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) entitlement allocation for Lee County, Florida. The SPONSOR will make payments on a reimbursement basis to the PROVIDER and the PROVIDER agrees to accept as full compensation the total amount not to exceed **\$85,000.00**.

The PROVIDER will be reimbursed **\$48.00 per hour** based on the agency rates effective January 10, 2019. The SPONSOR will make payments on a reimbursement basis to the PROVIDER and the total amount not to exceed:

<b>Program</b>	<b>Budget Category</b>	<b>Budget Amount</b>
Enhanced Community Policing	Page Park	\$ 7,000.00
	Palmona Park	\$ 11,000.00
	Pine Manor	\$ 30,000.00
	Suncoast Estates	\$ 37,000.00
Total		\$ 85,000.00

The PROVIDER will provide written notification to the SPONSOR 60 days prior to a rate increase and is subject to final approval by the SPONSOR. In the event the SPONSOR does not accept the rate increase, this Service Provider Agreement may be terminated in accordance with paragraph J., Term and Termination Clause.

**D. Program Records and Reports:** PROVIDER shall adhere to HUD CDBG regulations, 2 CFR 200 as identified at 24 CFR 570.502(a), in the implementation of this program. In addition, the PROVIDER shall:

1. Ensure the Community Police Officer assigned to the neighborhood fills in the **Crime Prevention Report/Duty Log**, as detailed in **EXHIBIT 2**, for each shift. It is the intention of Enhanced Community Directed Policing to ensure there are measurable outcomes. The activities of the shift are to be measured as follows: hours of patrol, traffic incidents, criminal complaints, criminal incidents, and quality of life issues (i.e. prostitution, drug activity, etc.).
2. Make the Crime Prevention Report/Duty Log available to the ASSOCIATION President, or designee, as requested. The PROVIDER must submit to the SPONSOR a copy of the duty log signed by the Officer and the Supervisor. The duty log will dictate reimbursement to the PROVIDER.
3. Meet with and/or provide reports to ASSOCIATION at their regularly scheduled monthly/quarterly meetings. The purpose of these meetings and reporting activities will be to establish and maintain coordination and involvement with the residents of the neighborhood and to reduce the risk of people, property, and business becoming victims or casualties of crime and to help reduce the overall number of incidents in the neighborhood. Public information will be shared, in accordance with Florida Statute Chapter 119 - Public Records.
4. Submit to the SPONSOR "Uniform Crime Reporting" (UCR) statistics on a quarterly basis for each of the target neighborhoods; reports are due by the 20<sup>th</sup> day after the quarter ends (**01/20/20, 04/20/20, 07/20/20, 10/20/20**).

**E. Maintenance of Records:** The PROVIDER will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices, and materials provided and performed pursuant to the requirements of this Agreement. Said records and documentation will be readily available and/or copied for SPONSOR review and will be retained by the PROVIDER for a minimum of EIGHT (8) years from the date of termination of this Agreement, or for such period as required by law. If any litigation, claim negotiation, audit or other action involving the records has been initiated before the expiration of the eight-year period, the records shall be retained for one (1) year after the final resolution of the action and final resolution of all issues that arise from such action.

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

1. keep and maintain public records that ordinarily and necessarily would be required by the SPONSOR in order to perform the services required under this Agreement;
2. provide the public with access to public records on the same terms and conditions that the SPONSOR would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
3. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
4. meet all requirements for retaining public records and transfer, at no cost to the SPONSOR, all public records in possession of PROVIDER upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the SPONSOR in a format that is compatible with the information technology system of the SPONSOR.

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

- F. Payment Request:** The PROVIDER will submit to the SPONSOR a bi-weekly **Payment Request** form as shown in **EXHIBIT 1** for each of the neighborhoods separately, with an original authorized signature and supporting documentation. Authorized signers are the Sheriff, Finance Manager, and Fiscal Officer. Appropriate supporting documentation shall include: a breakdown of charges to include a legible copy of the Enhanced Community Officer's approved **Crime Prevention Report/Duty Log**, as shown in **EXHIBIT 2**, and proof of compensation to the Enhanced Community Officer(s) for the pay period consistent with the basis of compensation set forth in this Agreement or Agreement Amendments. If requesting reimbursement for field test kits, the number of field test kits used per detail must be recorded on EXHIBIT 2 and a copy of the most recent invoice showing PROVIDER cost of field test kits from supplier must be included.

The Payment Requests will be reconciled to the Crime Prevention Report/Duty Log by SPONSOR staff. If the Payment Request does not match the Crime Prevention Report/Duty Log, the invoice will not be paid until the discrepancies have been reconciled to the satisfaction of the SPONSOR.

- G. Monitoring:** The PROVIDER agrees to permit persons duly authorized by the SPONSOR and the Federal or State grantor agency (if applicable) or any representatives to inspect all records, papers, documents, facility's goods and services of the PROVIDER and/or interview any clients and employees of the PROVIDER to be assured of satisfactory performance of the terms and conditions of this contract to the extent permitted by the law after giving the PROVIDER reasonable notice. The monitoring is a limited scope review of the Agreement and agency management and does not relieve the PROVIDER of its obligation to manage the grant in accordance with applicable rules and sound management practices.
- H. Amendments:** PROVIDER must submit in writing a request for an Agreement amendment which details the nature of and justification for the requested change and the desired effective date of the change(s). The SPONSOR reserves the right to approve or deny all Agreement amendments. An approved amendment shall be documented on the Agreement amendment form and signed by both parties.
- I. Conflict of Interest:** The PROVIDER agrees that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required in this contract. The PROVIDER further agrees that no person having any such interest shall be employed or engaged for said performance. The PROVIDER agrees that no employee, officer, agent of the provider or its sub-recipients shall participate in the selection, award or administration of a contract or construction bid if a conflict-of-interest, either real or implied, would be involved. The PROVIDER or sub-recipient employees, officers and agents should refrain from accepting gratuities, favors or anything of monetary value from contractors or potential contractors based on the understanding that the receipt of such an item of value would influence any action or judgment of the PROVIDER. For federally funded contracts, conflict-of-interest provisions described in 2 CFR 200 and all other established, applicable HUD regulations must be followed.
- J. Term and Termination Clause:** This Service Provider Agreement shall be in effect from **October 1, 2019 through September 30, 2020** and is subject to the availability of HUD CDBG funding. In accordance with 2 CFR 200, enforcement up to and including suspension or termination may occur if the PROVIDER materially fails to comply with any terms of the award.

In the event HUD CDBG funds to finance the projects become unavailable, the obligations of each party hereunder may be terminated upon no less than twenty-four (24) hours written notice. However, the PROVIDER or the SPONSOR may terminate this AGREEMENT without cause upon thirty (30) days written notice.

This AGREEMENT shall not be construed as creating any joint employment relationship between the PROVIDER and SPONSOR. It is the Parties intention that nothing in this AGREEMENT shall be construed as an employment contract for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, and the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Florida Revenue and Taxation Law, Florida Worker's Compensation Law and Florida Unemployment Insurance Law. The SPONSOR will not be liable for any obligation incurred by the PROVIDER, including, but not limited to, unpaid minimum wages and/or overtime premiums.

IN AGREEMENT WHEREOF, each party to this Service Provider Agreement has caused it to be executed effective October 1, 2019.

Lee County Sheriff's Office

x   
Carmine Marceno, Sheriff

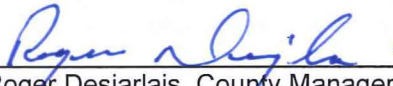
11/20/19  
Date Approved

Lee County Human and Veteran Services

x   
Roger Mercado, Director

12.3.19  
Date Approved

Approved:

x   
Roger Desjarlais, County Manager

12-5-19  
Date Approved

Approved as to Form for the Reliance of Lee County Only

By:  12-04-19  
Office of the County Attorney Date

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

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

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

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

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

**A. SUBCONTRACTS**

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

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

**B. PROCUREMENT**

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

## C. DOCUMENTATION AND RECORD-KEEPING

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

## D. RESTRICTIONS ON USE OF FUNDS

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

1. HATCH ACT- The **PROVIDER (SUBRECIPIENT)** agrees that no funds provided, nor personnel employed under this agreement shall be in any way engaged in the conduct of political activities in violation of Chapter 15 of Title V of the United States Code. Employment Restrictions.
2. CONFLICT OF INTEREST - The **PROVIDER (SUBRECIPIENT)** agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants and certifies that it presently has no financial interest, and that no employee, agent, consultant, or officer will acquire any financial interest, which would conflict in any manner or degree with the performance of any service required under this agreement.
3. LOBBYING - The **PROVIDER (SUBRECIPIENT)** hereby certifies that no federal funds have or will be paid by, or on its behalf, to any person influencing or attempting to influence a member of Congress, or an officer or employee of any agency, or of an office of Congress in connection with the award of any Federal contract, the making of any Federal grant or loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. If any non-Federal funds have been used for such influence, the **PROVIDER (SUBRECIPIENT)** shall submit a "Disclosure Form to Report Lobbying" in accordance with its instructions.
4. RELIGIOUS ORGANIZATION - The **PROVIDER (SUBRECIPIENT)** agrees that funds provided under this agreement to either a faith based organization or faith based program cannot be utilized for inherently religious activities, and must be utilized in accordance with the federal regulations specified in 24 CFR 570.200. Faith-based organizations must provide appropriate written notice in accordance to 24 CFR 5.109 describing certain protections available to applicants participating in the activities held at their facility.



## **E. ENVIRONMENTAL CONDITIONS**

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

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

## **F. PROGRAM INCOME**

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

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

The **PROVIDER (SUBRECIPIENT)** agrees to comply with the following:

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

## **H. CIVIL RIGHTS**

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

The **PROVIDER (SUBRECIPIENT)** will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability, or other handicap, age, marital/familial status, or status with regard to public assistance, unless in

areas allowable by the Civil Rights Act of 1964, as amended. The **PROVIDER (SUBRECIPIENT)** will take affirmative action to insure that all employment practices are free of such discrimination. The **PROVIDER (SUBRECIPIENT)** agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

**SECTION 3 CLAUSE** - Compliance with the provisions of Section 3 and the regulations set forth in 24 CFR 135 shall be a condition of the Federal financial assistance provided under this agreement and binding upon the **COUNTY (RECIPIENT)**, the **PROVIDER (SUBRECIPIENT)**, and any of the **PROVIDER (SUBRECIPIENT)**s and subcontractors. The **PROVIDER (SUBRECIPIENT)** certifies and agrees that no contractual or other impediment exists which would prevent compliance with these requirements. The **PROVIDER (SUBRECIPIENT)** further agrees to comply with these Section 3 requirements and to include the following language in subcontracts executed under this agreement:

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

## I. **CLOSEOUTS**

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

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

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

## J. **PAYMENTS AND REPORTS**

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

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

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

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

## ATTACHMENT B: COMPLIANCE AND OTHER REQUIREMENTS

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




- A. That they will comply with all applicable laws, ordinances, and regulations of the United States, the State of Florida, the COUNTY, and the municipalities as said laws, ordinances, and regulations exist and are amended from time to time. In entering into this contract, the COUNTY does not waive the requirements of any COUNTY or local ordinance or the requirements of obtaining any permits or licenses that are normally required to conduct business or activity contemplated by the PROVIDER.
- B. That they will comply with all applicable Federal, State, and local anti-discrimination laws pertaining to nondiscrimination in programs receiving Federal financial assistance, including but not limited to:
- Title VI of the Civil Rights Act of 1964, as amended, and its implementing regulations – including that recipients/grantees of federal financial assistance are required to take reasonable steps to ensure meaningful access to persons who are Limited English Proficiency (LEP), as per Executive Order 13166.
  - Section 109 - Title I of the Housing & Community Development Act of 1974
  - Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794)
  - Age Discrimination Act of 1975 (42 U.S.C. 610 et. seq.)
  - Fair Housing Act- Additional information can be accessed at the following websites:  
[http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/fair\\_housing\\_equal\\_opp/FHLaws](http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/FHLaws)  
[http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/fair\\_housing\\_equal\\_opp](http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp)  
[http://www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp/promotingfh/lep-mfh-faq](http://www.hud.gov/program_offices/fair_housing_equal_opp/promotingfh/lep-mfh-faq)
- These requirements are designed to prevent discrimination in the delivery of benefits and services because of race, color, religion (creed), sex, national origin, age, familial status, or disability. Affirmative marketing plans and use of universal design features for construction and rehabilitative projects should be incorporated when possible.
- All advertising of residential real estate for sale, rent, or financing should contain an equal housing opportunity logotype, statement, or slogan as a means of educating the home seeking public that the property is available to all persons regardless of race, color, religion, sex, handicap, familial status, or national origin. The choice of logotype, statement, or slogan will depend on the type of media used (visual or auditory) and, in space advertising, on the size of the advertisement. Different styles/types/sizes of logos and information regarding brochures and can be located at the following website: <http://portal.hud.gov/hudportal/HUD?src=/library/bookshelf11/hudgraphics/fheologo>
- C. That they will comply with the Americans with Disabilities Act of 1990 (“ADA”) (as codified at 42 U.S.C. 126 sections 12101-12213) and 28 CFR 35, which gives civil rights protections to individuals with disabilities, guaranteeing equal opportunity for individuals with disabilities in employment, public accommodations, transportation, State and local government services, and telecommunications. A Single-Point-of-Contact shall be required if the agency employs 15 or more employees. The Single-Point-of-Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the PROVIDER’s Single-Point-of-Contact.
- D. That they will administer their programs under procedures, supervision, safeguards, and such other methods as may be necessary to prevent fraud and abuse, and that it will target its services to those who most need them.
- E. That if clients are to be transported under this contract, the PROVIDER will comply with the provisions of Chapter 427, Florida Statutes, which requires the coordination of transportation for the disadvantaged.
- F. That any products or materials purchased with contract funds shall be procured in accordance with the provisions of Chapter 403.7065, Florida Statutes, which refers to the procurement of products or materials with recycled content.

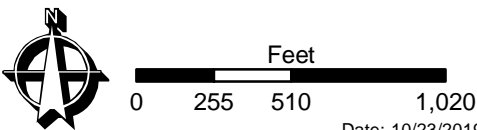
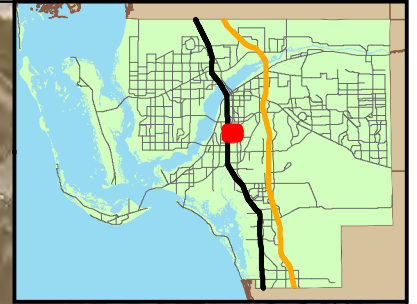
- G. That they will comply with Chapter 39.201, Florida Statutes, that any person who knows, or has reasonable cause to suspect, that a child is abused, abandoned, or neglected by a parent, legal custodian, caregiver, or other person responsible for the child's welfare, as defined in this chapter, shall report such knowledge or suspicion to the Florida Abuse Hotline (1-800-962-2873).
- H. That they will comply with Chapter 415.1034, Florida Statutes, that any person who knows or has reasonable cause to suspect that a vulnerable and or disabled adult has been abused, neglected, or exploited, shall immediately report such knowledge or suspicion to the Florida Abuse Hotline (1-800-962-2873).
- I. That if personnel in programs under this contract work directly with children/youths and vulnerable or disabled adults, the PROVIDER will comply with applicable provisions under Florida Statutes 943.0542; 943.04351; 393.0655; 402, regarding employment screening.
- J. That they will comply with Chapter 216.347, Florida Statutes, which prohibits the expenditure of contract funds for the purpose of lobbying the legislature, State, or county agencies.
- K. That they will notify the COUNTY immediately of any funding source changes and/or additions from other sources that are different from that shown in the PROVIDER'S application/proposal. This notification must include a statement as to how this change in funding affects provision of service as well as the use of and continued need for COUNTY funds.
- L. That they will acknowledge support for activities funded wholly or in part by COUNTY funds. In publicizing, advertising, or describing the program, state "Funding provided by Lee County Board of County Commissioners".
- M. That they will notify the COUNTY of any SIGNIFICANT changes to the PROVIDER organization to include Board Membership (roster), Articles of Incorporation and Bylaws within ten (10) working days of the effective date.
- N. For federally funded programs, that they will comply with applicable uniform administrative requirements as described in 2 CFR Part 200 and all other established, applicable HUD regulations as now in effect and as may be amended from time to time.
- O. The PROVIDER shall ensure that Lee County funds are restricted to people legally able to reside in the U.S.
- P. The PROVIDER will input applicable updates to the 10 Year Plan to End Homelessness Database on a regular basis, usually quarterly.
- Q. The PROVIDER is prohibited from using contracted funds for the following: political activities; lobbying; political patronage; nepotism activities; and inherently religious activities such as worship, religious instruction, or proselytization.
- R. The PROVIDER must verify employment eligibility of all new employees hired during the contract term through the U.S. Department of Homeland Security's E-Verify system.



# Page Park Neighborhood

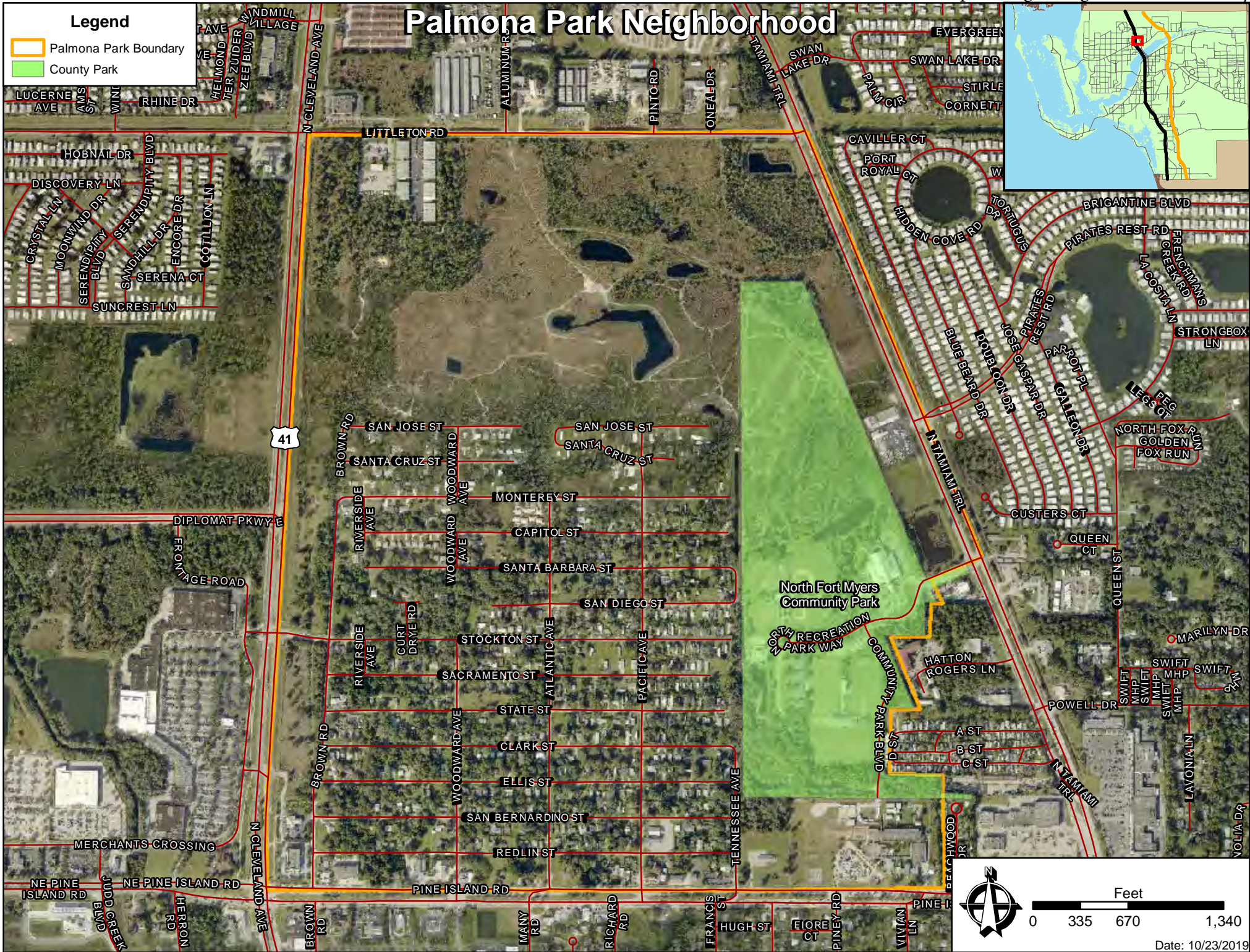
**Legend**

-  Neighborhood Community Center
-  Page Park Boundary
-  County Park



Feet  
0 255 510 1,020  
Date: 10/23/2019



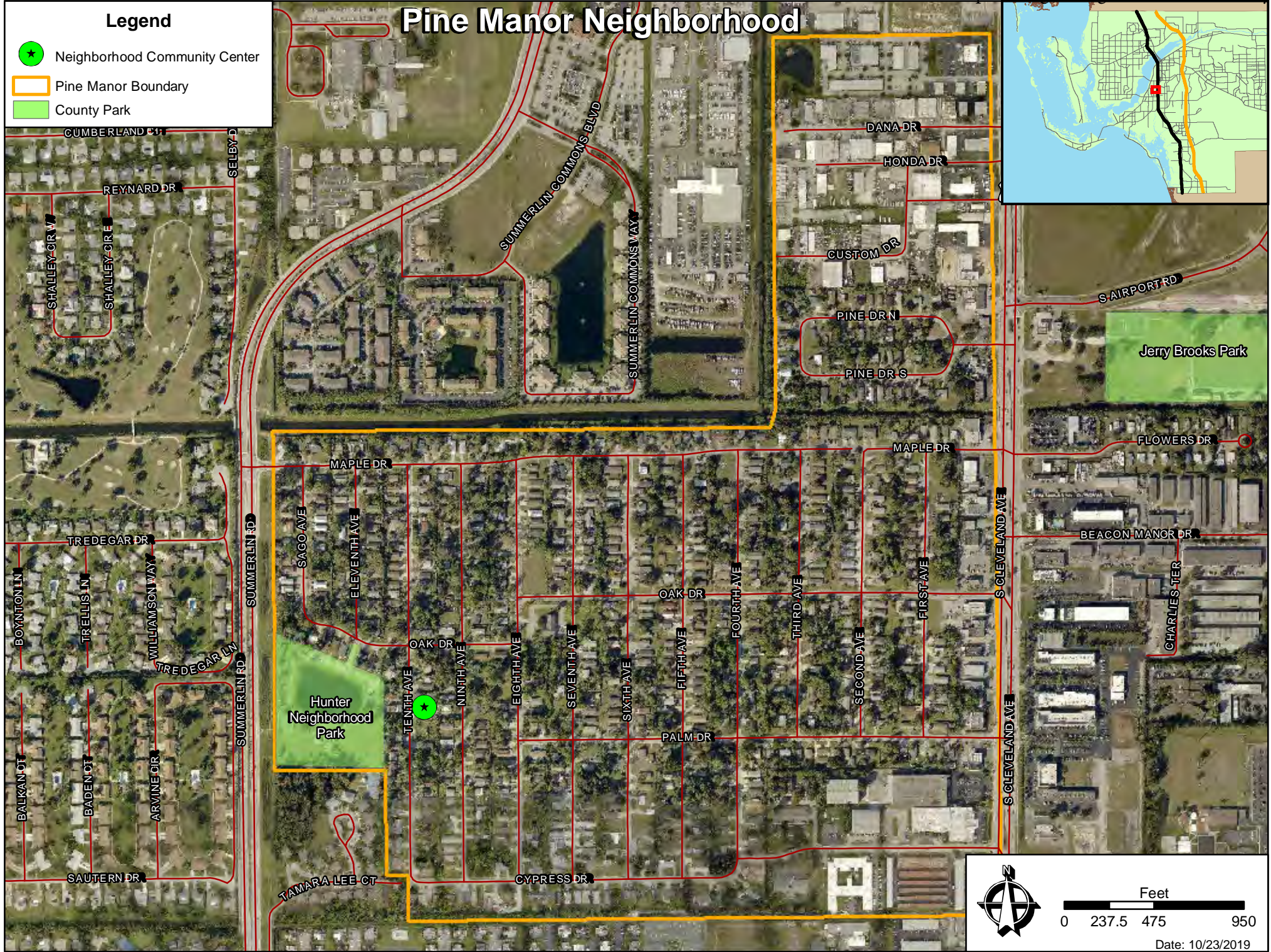



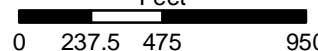


# Pine Manor Neighborhood

**Legend**

-  Neighborhood Community Center
-  Pine Manor Boundary
-  County Park





0 237.5 475 950

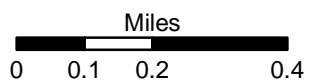
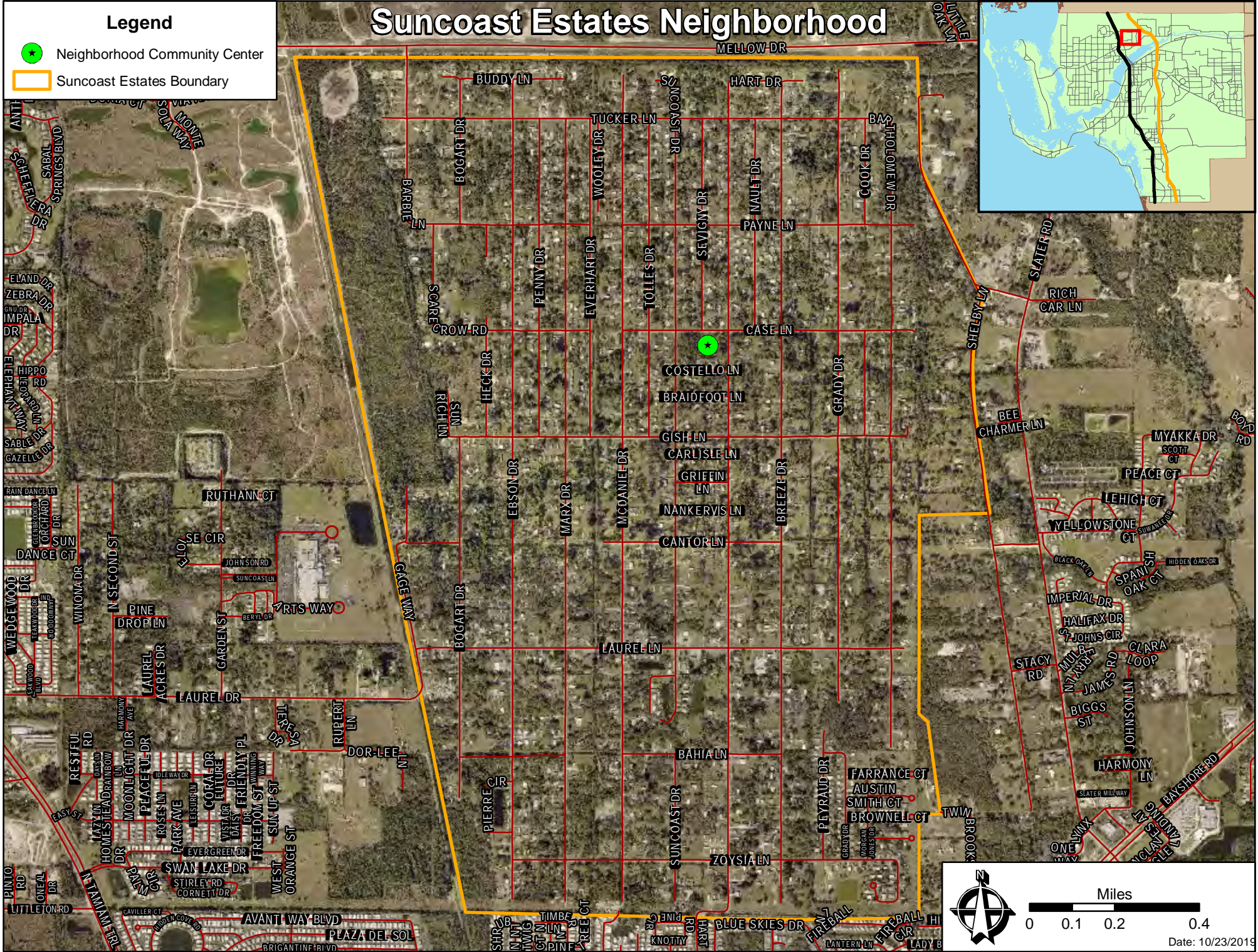
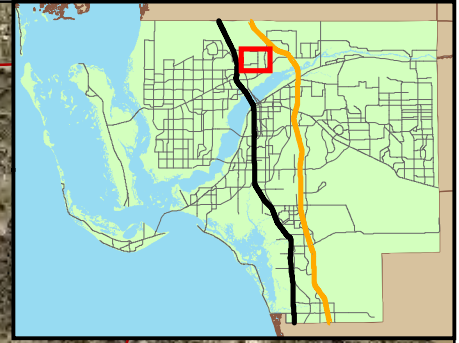
Date: 10/23/2019



# Suncoast Estates Neighborhood

## Legend

-  Neighborhood Community Center
-  Suncoast Estates Boundary











**EXHIBIT 1 PAYMENT REQUEST: Enhanced Community Policing - Pine Manor**

Lee County  
 Human and Veteran Services  
 2440 Thompson Street  
 Fort Myers, FL 33901  
 Phone: 533-7922 Fax: 533-7960  
 Email: MPaoletta@leegov.com

**Expenditures for period:**  
 \_\_\_\_\_  
 Check one:  
 Regular Reimbursement  
 Final Reimbursement (due 10/08/20)

PROVIDER: Lee County Sheriff's Office  
 14750 Six Mile Cypress Pkwy  
 Fort Myers, FL 33912  
 Phone: 477-1000 Fax: 477-1123  
 Email: TBender@sheriffleefl.org

A. HUD CDBG Public Service: <u>Enhanced Community Policing</u> <u>Pine Manor</u>	B. Maximum Billable Amount	C. Previous Reimbursed Amount	D. Total Requested this Period	E. Budget Remaining
<b>Detail Dates</b>	<b>30,000.00</b>			
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<b>Total:</b>	<b>\$ 30,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 30,000.00</b>

**PROVIDER:**  
 By signing below, I certify that the work and/or services provided and reported are for uncompensated expenses/units, and have been completed and/or delivered to the best of my knowledge. I further attest that payment has been made in accordance with all applicable statutes, regulations and approved County agreement. I understand that knowingly providing false information could result in investigation and prosecution.

Original Signature of Authorized Representative:

X \_\_\_\_\_

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

**LEE COUNTY HUMAN AND VETERAN SERVICES:**  
 By signing below, I certify that to the best of my knowledge and abilities, the work and/or services provided have been inspected, monitored or reviewed and appear to be in compliance with all applicable statutes, regulations, and approved County contract.

Authorized By:

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

Amount: \_\_\_\_\_

Administrative Specialist:

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

Neighborhood: **Pine Manor 1153** IDIS #: \_\_\_\_\_ CDBG Year: \_\_\_\_\_

Excel:  Scanned:



**EXHIBIT 2 - Enhanced Community Policing Crime Prevention Report/Duty Log**  
**Neighborhood: \_\_\_\_\_ Date: \_\_\_\_\_**

Time		Address	Report Description	Type of Crime
From:	To:			

Additional Observations or Comments:	# of field test kits used this detail:
--------------------------------------	--

By signing below, I certify that the work and/or services provided and reported for the hours listed above are for **Housing and Urban Development (HUD) Community Development Block Grant (CDBG) eligible activities**, in accordance with the contract and CDBG guidelines. I also understand that knowingly providing false information could result in investigation and prosecution.

Assigned Officer’s Signature:

Supervisor Signature: