

CDBG-DR SUBRECIPIENT AGREEMENT

The following information is provided pursuant to 2 CFR 200.332(a)(1)

Federal Award Identification Number (FAIN)/ HUD CDBG-DR Grant No.:	B-23-UN-12-0002
Assistance Listing Number (formerly CFDA #):	14.218 Community Development Block Grants/Entitlement Grants
Federal Register Notice & Public Law:	FR-6393-N-01: PL-117-328
Federal Award (HUD Grant Agreement) Date:	11/20/20203
Agreement No.:	DR10198
Responsible Entity (RE):	Lee County
Lead and Responsible Department:	Office of Strategic Resources and Government Affairs
CDBG-DR Funding Source/Program:	US Department of Housing and Urban Development
Subrecipient Name:	The Housing Authority of the City of Fort Myers
Subrecipient ID (Unique Entity Identifier via SAM.gov):	K3THGG24Z673
Subrecipient Period of Performance (Start Date):	September 1, 2024
Subrecipient Period of Performance (End Date):	August 31, 2025
Total Amount Obligated via Agreement:	\$ 8,447,718
Project/Activity ID(s):	DR10198
Federal Award Program/Project/Activity Description:	Affordable Housing Development & Preservation Program – 4224 Renaissance Preserve Way / Renaissance Preserve Family & Senior / Rehab 392 Units
Does the Federal award include an Indirect Cost Rate for Subrecipient?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
If Yes, is the Indirect Cost Rate a:	<input type="checkbox"/> Negotiated Rate _____ % <input type="checkbox"/> De Minimis Rate

Official County Contact for Award: Jeannie Sutton, Director, Lee County – Office of Strategic Resources and Government Affairs, 1500 Monroe St., Fort Myers, FL 33901; Phone: (239) 533-2315; Email: JSutton@leegov.com

SUBRECIPIENT AGREEMENT BETWEEN
THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AND
The Housing Authority of the City of Fort Myers

This **AGREEMENT** between Lee County, a political subdivision and charter county of the State of Florida, hereinafter referred to as “**COUNTY**,” and The Housing Authority of the City of Fort Myers, a public housing authority operating under the laws of the State of Florida, hereinafter referred to as “**SUBRECIPIENT**” will become effective upon the date (“Effective Date”) signed by the Board of County Commissioners.

SECTION I: RECITALS

WHEREAS, pursuant to Public Law (P.L.) 117-328, the “Department of Housing and Urban Development Appropriations Act, 2023” (hereinafter referred to as the “Appropriation Act”), and the “Allocations for Community Development Block Grant Disaster Recovery and Implementation of the CDBG–DR Consolidated Waivers and Alternative Requirements Notice,” 88 Federal Register (FR) 32046 (May 18, 2023); (hereinafter referred to as the “Federal Register Guidance”), the U.S. Department of Housing and Urban Development (hereinafter referred to as “HUD”) has awarded \$1,107,881,000 (a \$963,375,000 allocation for unmet disaster recovery needs with an additional \$144,506,000 mitigation set aside) of Community Development Block Grant – Disaster Recovery (CDBG-DR) funds to the **COUNTY** for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code (U.S.C.) 5301 *et seq.*) and described in the *Lee County Action Plan for CDBG-DR Funds* (hereinafter referred to as the “Action Plan”) for the Consolidated Appropriation Act (P.L. 117-328). The **COUNTY** is also hereinafter referred to from time to time as “Grantee.”

WHEREAS, the **COUNTY** believes it is in the public interest to serve as a pass-through entity by awarding and/or providing CDBG-DR funding for certain activities to **SUBRECIPIENTS** for the benefit of Lee County residents. CDBG-DR funding made available for use by the **SUBRECIPIENT** under this Agreement constitutes a subaward of the Grantee’s Federal award, for which the use of the subaward funds must conform to the **COUNTY’S** intent as stated in the applicable Notice of Funding Availability (NOFA) Application, and attachments, and/or exhibits, and all other terms and conditions as specified.

WHEREAS, the **COUNTY** has legal authority to disburse funds as a subaward under the Federal award and to enter into this Agreement with the **SUBRECIPIENT**, who by signing this Agreement, represents and warrants to the **COUNTY** that it will comply with all the requirements of the subaward described herein.

WHEREAS, the Action Plan has been developed to give the maximum feasible priority to activities that will benefit low- and moderate-income families and the aggregate use of CDBG-DR funds shall principally benefit low- and moderate-income families in a manner that ensures that at least 70 percent (or another percentage permitted by HUD in a waiver) of the grant amount is expended for activities that benefit such persons.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, therefore the **COUNTY** and the **SUBRECIPIENT** agree as follows:

SECTION II: SCOPE OF WORK AND ACTIVITIES

The **COUNTY** provides the **SUBRECIPIENT** the award under this Agreement to perform project activities under the **COUNTY’S** CDBG-DR Affordable Housing Development and Preservation Program. Any

proposal, application, or exhibit associated with this CDBG-DR funding award are binding and incorporated herein as a part of this **AGREEMENT**.

The **SUBRECIPIENT** shall submit to the **COUNTY** the required information and documentation to complete Exhibits A (Scope of Work and Activities – Program/Project Activity Overview) & B (Scope of Work and Activities – Project Activity Scope of Work Description). If there is a disagreement between the **COUNTY** and **SUBRECIPIENT**, with respect to the formatting and content requirements of the Exhibit, the **COUNTY'S** has sole and absolute discretion; the **COUNTY'S** decisions shall prevail.

The **SUBRECIPIENT** must provide a statement of work, in accordance with 24 CFR 570.503 detailing the work to be performed, a schedule for completing the work, and a budget. The statement of work as prescribed by the **COUNTY** under Exhibits A and B must provide sufficient data and detail to provide a sound basis for the COUNTY to monitor performance.

The **SUBRECIPIENT** agrees to abide by all applicable state and Federal laws, rules and regulations, including but not necessarily limited to, the Federal laws and regulations set forth at 24 CFR 570, 2 CFR 200, the Federal Register Guidance, and the **COUNTY'S** Action Plan. This includes core CDBG-DR tenets and requirements as stated below:

SUBSECTION II.A. – MID REQUIREMENT: The **SUBRECIPIENT** must conduct all activities and expend all CDBG-DR award funds granted by the **COUNTY** in the “most impacted and distressed” (MID) areas resulting from the qualifying major disaster in 2022, which is in response to Hurricane Ian (Federal Emergency Management Agency (FEMA) Disaster No. 4673 – DR). As noted in the Federal Register Guidance (88 FR 32046), the HUD-identified MID area for this disaster allocation is all of Lee County.

SUBSECTION II.B. – ELIGIBLE ACTIVITIES: CDBG-DR funds are provided for necessary expenses for activities authorized under Title I of the Housing and Community Development Act of 1974 (HCDA), as amended (42 United States Code (U.S.C.) 5301 et seq.), related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, and mitigation of related risk. The **SUBRECIPIENT** must utilize CDBG-DR funds, as prescribed under 24 CFR 570 Subpart C – Eligible Activities, and for alternative requirements and waivers as prescribed within the Federal Register Guidance. Furthermore, the **SUBRECIPIENT** shall conduct its project to align with the approved eligible activity(ies) found under the most-recent approved Action Plan for the **COUNTY'S** CDBG-DR Affordable Housing Development and Preservation.

SUBSECTION II.C. – NATIONAL OBJECTIVE: The **SUBRECIPIENT** must meet the criteria for one of the CDBG-DR program's national objectives. For this scope of work, the **SUBRECIPIENT** must adhere to the following national objective type, as defined at 24 CFR 570.208 and alternative requirements under the Federal Register Guidance, and as reflected as an approved national objective type for this CDBG-DR program within the Action Plan:

- Activities benefitting low- and moderate-income persons (“LMI”);
- Activities which aid in the prevention or elimination of slums or blight (“Slum & Blight”);
- Activities designed to meet community development needs having a particular urgency (“Urgent Needs”); or
- Activities expended for planning and administrative costs under 24 CFR 570.205 and 24 CFR 570.206, which are considered to address the national objectives.

SUBSECTION II.D. – CDBG-DR MITIGATION SET-ASIDE AND STORM “TIE-BACK”: The **COUNTY** is responsible for informing the **SUBRECIPIENT** of whether CDBG-DR funding is awarded for an activity(ies) to address an unmet recovery need, a mitigation and resilience measure, or both. Depending on the recovery or mitigation designation by the **COUNTY**, the **SUBRECIPIENT** is responsible for documenting proof of the designation. For recovery activities, the **SUBRECIPIENT** must demonstrate

that their activities “tie-back” to the specific disaster and address a specific unmet recovery need for which the CDBG-DR funds were appropriated. For mitigation set-aside activities, the **SUBRECIPIENT** must document how its activity(ies) (1) meet the definition of mitigation activities; (2) address the current and future risks as identified in the **COUNTY’S** mitigation needs assessment in the MID areas under its Action Plan; (3) is a CDBG-eligible activity under title I of the HCDA (or otherwise eligible pursuant to a waiver or alternative requirement); and (4) still meets a national objective. In some cases, the **COUNTY** may require the **SUBRECIPIENT** to provide evidence of the activity meeting both the CDBG-DR “tie-back” and mitigation measures justification. The **COUNTY** will spell out specific requirements for the **SUBRECIPIENT**, its project, and the project’s eligible activity under Exhibit A – Scope of Work and Activities – Program/Project Activity Overview and Exhibit B – Scope of Work and Activities – Project Activity Scope of Work Description.

SECTION III: TERM OF AGREEMENT

This Agreement shall begin on August 2, 2024 (“*the Effective Date*”) and end on July 31, 2025 unless suspended or terminated as specified in SECTION XI. SUSPENSION, EVENTS OF DEFAULT, REMEDIES, AND TERMINATION.

The **COUNTY** and the **SUBRECIPIENT** agree that this Agreement shall be electronically signed, and that any electronic signatures appearing on this Agreement shall have the same force and effect as a written signature for the purposes of validity, enforceability, and admissibility. The **COUNTY** and **SUBRECIPIENT** shall maintain this Agreement, including any amendments, in its files.

The **COUNTY** shall not grant any extension of the Agreement unless the **SUBRECIPIENT** provides written justification that is satisfactory to the **COUNTY**, in its sole discretion, and the **COUNTY’S** authorized organizational representative approves such extension in accordance with SECTION IV. AGREEMENT MODIFICATIONS AND AMENDMENTS of this Agreement.

SECTION IV: AGREEMENT MODIFICATIONS AND AMENDMENTS

SUBRECIPIENT must submit a written request, via the County’s approved method for submitting such 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 **COUNTY** reserves the right to approve or deny all Agreement amendments on the basis that such approval or denial is in the **COUNTY’S** best interest. An approved amendment shall be documented on the Agreement amendment form and signed by both parties.

The Assistant County Manager over the **COUNTY’S** Office of Strategic Resources and Government Affairs (SRGA), the BoCC, or their designee may approve amendments to the Agreement, in accordance with the **COUNTY’S** *Hurricane Ian CDBG-DR Subrecipient Manual* and *Internal Grant Management Manual*. As noted within the Manual, the **COUNTY** reserves the right to review the request from the **SUBRECIPIENT** and determine whether an amendment is required or whether County Manager or BOCC approval is needed.

The **COUNTY** also affirms that it may unilaterally modify or amend any Manuals or Exhibits which are referenced throughout this Agreement without prior notification or agreement by the **SUBRECIPIENT**.

As noted in the **COUNTY’S** Action Plan, substantial amendments to the Action Plan are defined as (1) a change in program benefit or eligibility criteria; (2) the addition or deletion of an activity(ies); (3) the allocation or reallocation of funds which exceeds or is expected to exceed 5 percent of the current total approved budget; (4) a material change occurs which impacts information and analysis on which the Action Plan was based on to fund certain priority activities (e.g., impact on anticipated beneficiaries, project or activity scope, significant demographic changes, or new significant contributing factors on unmet needs in the jurisdiction); and/or upon HUD’s written notification specifying a material change that requires the revision. The **SUBRECIPIENT**

understands that requests for Agreement amendments of the nature described herein, and which involve new or alteration of existing activities that will significantly change the scope, location, or objectives of the approved activity or beneficiaries must first receive HUD approval before consideration by the **COUNTY** to amend the Agreement.

SECTION V: COMPENSATION AND ALLOWABLE PAYMENTS

SUBSECTION V.A. – AGREEMENT PAYMENT: The **SUBRECIPIENT** agrees to accept as full compensation the total amount not to exceed \$ 8,447,718.00. The **COUNTY’S** standard method of payment to the **SUBRECIPIENT** is on a reimbursement basis. Payments under this method will be authorized only for work completed and/or services delivered during the term of the Agreement as stated in SECTION III: TERM OF AGREEMENT and prior to the payment request date. The **COUNTY** reserves the right to consider a written request from the **SUBRECIPIENT** for projects that require advanced payments in accordance with 2 CFR 200.305 and 24 CFR 570.502.

The **SUBRECIPIENT** will provide supporting documentation of eligible expenses as stated within this SUBSECTION and the applicable exhibits, forms, and attachments contained with this Agreement. Payment is subject to the provisions of SUBSECTION V.B. DEFERRED PAYMENTS AND RETURN OF FUNDS (RECAPTURE FOR DISALLOWED COSTS) and SECTION XI. SUSPENSION, EVENTS OF DEFAULT, REMEDIES, AND TERMINATION. Funding is contingent upon the availability of CDBG-DR funds and the obligation of said CDBG-DR funds through the **COUNTY’S** annual fiscal year (FY) budget appropriation process.

The **COUNTY** has agreed to reimburse the **SUBRECIPIENT** for approved budget line items listed for the project and its activities under the **COUNTY’S** CDBG-DR Affordable Housing Development and Preservation. The **SUBRECIPIENT** shall expend the allocation as follows:

	Most Impacted and Distressed (MID)
Activity Funds (Direct Project Costs)	\$8,447,718.00
Activity Delivery Funds	\$0.00
TOTAL	\$8,447,718.00

Furthermore, “not to exceed” line items and activity budgets under this Agreement shall be identified within the approved budget under the *Project Budget and Expense (Sources and Uses) Worksheet*.

After the **COUNTY** has approved funding and the Office of Strategic Resources and Government Affairs (SRGA) has issued an Agreement related to the funded project, the **SUBRECIPIENT** should sign and return the Agreement within 30 days for execution. In addition, the **SUBRECIPIENT** should begin to draw down funds as agreed upon within the project milestones set out under the *Project Schedule and Milestones* reporting deliverable unless additional time is authorized by the **COUNTY**. Failure to return the signed Agreement or begin spending funds within the agreed upon time frame may result in reduction or forfeiture of funds.

By execution of this Agreement, the **SUBRECIPIENT** attests that necessary written administrative procedures, processes, and fiscal controls are in place for the operation of its CDBG-DR program for which the **SUBRECIPIENT** received funds from the **COUNTY**. These written administrative procedures, processes, and fiscal controls must, at a minimum, comply with applicable state and Federal law, rules, and regulations, Federal Register Guidance, and the terms of this Agreement. The **SUBRECIPIENT** agrees to remedy any deficiencies in its written administrative procedures, processes, and fiscal controls identified by the **COUNTY** or duly authorized CDBG-DR authorities.

The **SUBRECIPIENT** shall request all funds in the manner prescribed by the **COUNTY**, utilizing the Payment Request Form(s) as outlined under SUBSECTION VI.A. REPORTING AND AGREEMENT DELIVERABLES. Except as set forth herein, or unless otherwise authorized in writing by the **COUNTY**, costs incurred for eligible activities or allowable costs prior to the Effective Date of this Agreement are ineligible for funding with CDBG-DR funds.

If funds are not available to fully execute the project associated with this Agreement because of actions by the United States Congress, the Federal Office of Management and Budget, the **COUNTY** or the provision of SECTION XIII. ASSURANCE, CERTIFICATIONS, AND COMPLIANCE, all obligations on the part of the **COUNTY** to make any further payment of funds will terminate and the **SUBRECIPIENT** shall submit its administrative closeout report within thirty (30) calendar days from the receipt of notice from the **COUNTY**.

SUBSECTION V.B. – DEFERRED PAYMENTS AND RETURN OF FUNDS (RECAPTURE FOR DISALLOWED COSTS): The **SUBRECIPIENT** shall expend CDBG-DR funds only for allowable costs and eligible activities which are incurred during the Agreement period, in accordance with federal cost principles at 2 CFR 200 Subpart E and 24 CFR 570 Subpart C, respectively. The **SUBRECIPIENT** shall ensure that its contractors, subcontractors, and consultants only expend funding under this Agreement for allowable costs resulting from the obligations incurred during the Agreement period as specified under SECTION III. TERM OF AGREEMENT.

The **SUBRECIPIENT** shall refund to the **COUNTY** any funds paid in excess of the amount to which the **SUBRECIPIENT** or its contractors, subcontractors, or consultants are entitled under the terms and conditions of this Agreement.

The **SUBRECIPIENT** shall refund to the **COUNTY** any funds received for an activity if the activity does not meet an approved National Objective in accordance with 24 CFR 570.208 and the terms of this Agreement.

The **SUBRECIPIENT** shall refund to the **COUNTY** any funds not spent in accordance with the conditions of this Agreement or applicable law. For the scenarios detailed above, such reimbursement shall be sent to the **COUNTY**, by the **SUBRECIPIENT**, within thirty (30) calendar days from the **SUBRECIPIENT'S** receipt of notification of such noncompliance.

The **COUNTY** may also defer payment to the **SUBRECIPIENT** for noncompliance with Agreement deliverables, program performance requirements, or sufficient documentation to meet regulatory and statutory requirements, including cross-cutting requirements. If, as a result of monitoring or audit, the **COUNTY** determines that submitted costs are not documented, a payment may be deferred. If costs are found to be unallowable and payment has been made, no future payments will be made until the full amount of overpayment is remitted to the **COUNTY** or a repayment agreement is established by the **COUNTY**. If the monitoring or audit occurs after the term of this Agreement, the **SUBRECIPIENT** will be required to remit funds to the **COUNTY** in accordance with the repayment conditions below.

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

The **COUNTY'S** determination that an expenditure is eligible does not relieve the **SUBRECIPIENT** of its duty to repay the **COUNTY** in full for any expenditures that are later determined by the **COUNTY** or the

Federal Government, in each of its sole discretion, to be an ineligible expenditure or a Duplication of Benefits.

If requested by the **COUNTY**, all refunds, return of improper payments, or repayments due to the **COUNTY** under this Agreement are to be made payable to Lee County and mailed directly to the **COUNTY**, pursuant to SECTION XIX. NOTICES and this Agreement.

The **SUBRECIPIENT** has responsibility for identifying and recovering grant funds that were expended in error, disallowed, or unused. The **COUNTY'S** provision of training, technical assistance, quality assurance and quality control reviews are in no way intended to alleviate the **SUBRECIPIENT** of the responsibility to administer activities in accordance with all federal, state, and local requirements, including the requirements outlined within this Agreement. The **SUBRECIPIENT** acknowledges full responsibility to return funds to the **COUNTY** in the event that HUD or other auditing agency determines that activities or costs are disallowed.

The **SUBRECIPIENT** will report all suspected or verified fraud to the **COUNTY**, regardless of whether the suspected or verified fraud is associated with disallowed cost or other perceived harm to the **SUBRECIPIENT** or the **COUNTY**.

SECTION VI: REPORTS AND EXHIBITS

SUBSECTION VI.A – REPORTING AND AGREEMENT DELIVERABLES: The **SUBRECIPIENT** shall provide the **COUNTY** with all reports and information set forth in the **COUNTY'S** approved system, including monthly performance reports and documentation outlined in all applicable exhibits to enable the Grantee to submit the required reporting to HUD within the Disaster Recovery Grant Reporting (DRGR) system.

The **SUBRECIPIENT'S** monthly reports, include administrative activity, financial activity, and program activity, must include sufficiently detailed summaries of the current status, progress, and completed work. The **SUBRECIPIENT** is responsible for all reporting of work of all contractors, subcontractors, and other entities under contract or agreement related to this Agreement.

At a minimum the following information will be required to be submitted in the system of record by the **SUBRECIPIENT**. Upon request from the **COUNTY**, the **SUBRECIPIENT** shall provide additional program or activity updates and information. If all required reports and copies are not sent to the **COUNTY** within the agreed-upon submission schedule or are otherwise not completed in a manner acceptable to the **COUNTY**, payments may be withheld in accordance with SUBSECTION V.B. DEFERRED PAYMENTS AND RETURN OF FUNDS (RECAPTURE FOR DISALLOWED COSTS) until the reports are completed. If the **COUNTY** withholds such payments, it shall notify the **SUBRECIPIENT** in writing of its decision, reasons for withholding payment, and the remedy for corrective action the **SUBRECIPIENT** must follow. The **COUNTY** may also take other action as stated within this Agreement or allowable by law.

The **SUBRECIPIENT'S** reporting deliverables include, but are not limited to, the following information:

1. **Project Schedule and Milestones:** A table or description of the work task, project start and end dates, other significant milestones (e.g., 50% complete), and timelines for the **SUBRECIPIENT** to submit outputs or deliverables to the **COUNTY**.
2. **Project Budget and Expense (Sources and Uses) Worksheet:** The **SUBRECIPIENT** must provide budget narratives and tables to describe all funding sources and the potential uses of those funding sources for the purposes of completing the project. This narrative will include, but may not be limited to, (a) a description and justification of the proposed costs, (b) a description of project implementation support with **SUBRECIPIENT** or vendor staff, (c) sources of leveraged funds committed by the

SUBRECIPIENT to the project, and (d) timelines for the projected expenditure of CDBG-DR funds.

- 3. Payment Request Form:** The means by which the **COUNTY** and the **SUBRECIPIENT** document project and activity expenses and requests for payment. The **SUBRECIPIENT** shall utilize this form when submitting or requesting any costs for payment and the form must be accompanied by legible supporting documentation to indicate the reasonableness, allowability, and appropriate procurement of the expense(s).

As noted under SECTION III. TERM OF AGREEMENT and SECTION V. COMPENSATION AND ALLOWABLE PAYMENTS, all payments are reimbursements for eligible expenses or services defined as uncompensated expenses rendered during the Agreement term and paid prior to the final payment request due date. Copies of supporting documentation are required as part of the Payment Request for review of grant compliance and before payment will be authorized by the **COUNTY** to the **SUBRECIPIENT**. Reimbursement for eligible expenses will be made after review and authorization of a correct and complete Payment Request Form and required back up documentation. In accordance with the Federal Register Guidance, the **COUNTY** must be payor of last resort, meaning that if services are eligible to be billed to any other entity or funding source, including but not limited to, Medicaid, third party insurance or any other entity or funding source, the **COUNTY** will not pay for that service.

Appropriate back-up/supporting documentation may include cancelled checks, vendor invoices, authorized purchase orders, attendance/service logs, other funder invoices, expenditure spreadsheets or other original documentation, as well as a copy of the **SUBRECIPIENT'S** check issued with authorized signature. For construction contracts, inspection reports from qualified officials should be submitted with the appropriate monthly payment request.

The **SUBRECIPIENT** must submit the *Payment Request Form* with an authorized signature. Cancelled checks, paystubs, payroll reports, bank statements, and/or other documentation from vendors that expenses have been paid or services provided may be verified.

As applicable, processing of payment requests is also subject to the requirements and conditions as set forth within the **COUNTY'S Hurricane Ian CDBG-DR Subrecipient Manual**.

- 4. Monthly Activity Report:** The **SUBRECIPIENT** must identify information for this report that ties actual, real-time project and expenditure status to the approved activity budget, scope of work, and projected outcomes. Narratives on budget activity, project progress or delays, and performance measures are included within this report.
- 5. Demographics and Beneficiary Report:** The **SUBRECIPIENT** must report on data and include documentation, such as maps detailing service areas, number of individual persons benefitting from the project, and other demographic information on households, where applicable, to indicate the public benefit of the project and activity.
- 6. Project Amendment Request:** As referenced under SECTION IV. AGREEMENT MODIFICATIONS AND AMENDMENTS, the **SUBRECIPIENT** must notify the County and provide information on any project or activity changes within a project amendment request for the **COUNTY** to determine whether the request rises to the level of an amendment to the Agreement.
- 7. Single Audit Certification Form:** The **SUBRECIPIENT**, if a nonprofit or governmental organization, must complete a form to certify whether it has expended \$750,000 in federal and/or state funding within the **SUBRECIPIENT'S** given Fiscal Year.
- 8. Davis-Bacon and Related Acts (DBRA) Labor Standards Reports (as applicable):** When an

activity triggers DBRA requirements, the **SUBRECIPIENT** must report and submit information on assigned labor compliance staff, labor compliance review processes and outcomes, bid and contract requirements documentation, work classification and minimum prevailing wage rates, written clearance of labor compliance issue resolutions, file maintenance plans, and payroll review plans.

9. **Section 3 Reports (as applicable):** When an activity triggers Section 3 requirements, the **SUBRECIPIENT** is required to submit data and information on Targeted Section 3 worker labor hours, Section 3 worker labor hours, total worker labor hours, and other qualitative efforts which the **SUBRECIPIENT** and their vendors took in an attempt to reach or achieve Section 3 goals.
10. **Closeout Report:** The **SUBRECIPIENT** must report project completion data and provide documentation of closeout processes in relation to this project and activity(ies).

The **SUBRECIPIENT'S Agreement deliverables (as identified within "Exhibits")**, which the **SUBRECIPIENT** must follow, include, but are not limited to, the following information:

11. **Exhibit A: Scope of Work and Activities – Program/Project Activity Overview:** Brief description on the identified and agreed-upon CDBG-DR Program eligible activity, National Objective to be achieved for the activity and measures, as applicable, the number of individuals benefitting as a result of the project and its activities, and the appropriate CDBG-DR storm tie-back or resilience need being met, in accordance with SECTION II. SCOPE OF WORK AND ACTIVITIES.
12. **Exhibit B: Scope of Work and Activities – Project Activity Scope of Work Description:** Detailed scope of work defining the plan, design, and approach for the activity.
13. **Exhibit C: Financial/Grant Management System Budget Worksheet:** The high level, official budget for the project as approved under SECTION V.A. AGREEMENT PAYMENT. Any adjustments to this budget will require an amendment in accordance with SECTION IV. AGREEMENT MODIFICATIONS AND AMENDMENTS.
14. **Exhibit D: Indirect Cost Rate Allocation Plan (as applicable):** As identified within the NOFA Application for the Affordable Housing Development and Preservation, the **SUBRECIPIENT** has the option for the **COUNTY** to approve an indirect cost rate allocation plan. Where applicable, the plan and approval of the indirect cost rate for this Agreement is established under this Exhibit.
15. **Exhibit E: Projected Performance Measures and Outcomes Form:** The **COUNTY** will utilize the **SUBRECIPIENT'S** detailed scope of work to establish and project out specific performance metrics which the **SUBRECIPIENT** is required to meet to as a condition of project completion and closeout. The **COUNTY** will select the performance measure based on the eligible activity and proposed scope of work approved within the NOFA Application for the Affordable Housing Development and Preservation.
16. **Exhibit F: Application:** The **SUBRECIPIENT'S** approved application is attached to this Agreement for identification and understanding of **SUBRECIPIENT'S** responses to critical project components.
17. **Exhibit G: Certificate(s) of Insurance:** In accordance with SECTION X.B. INSURANCE REQUIREMENTS, the **SUBRECIPIENT** must supply insurance coverage for the implementation of the project. This Exhibit will contain those required insurance coverages of the **SUBRECIPIENT**.
18. **Exhibit H: Certification of CDBG-DR Compliance Provisions:** This Exhibit outlines the compliance provisions which the **SUBRECIPIENT** must follow as a requirement of the federal CDBG-DR funding award. The **SUBRECIPIENT** must certify adherence with these conditions.

19. **Exhibit I: CDBG-DR Special Terms and Conditions:** The **COUNTY** may identify specific conditions, including but not limited to, training, technical assistance, capacity building, and policy development, which the **SUBRECIPIENT** must complete as a condition of receiving the CDBG-DR funding award.
20. **Exhibit J: Subrecipient Staff Organization:** In addition to annual certifications of continued operations, the **SUBRECIPIENT** is required to provide evidence of staff who will be responsible for conducting certain actions during project implementation. This Exhibit contains the contact information of those individual staff members.
21. **Exhibit K: CDBG-DR Program Subrogation Agreement:** As noted under SUBSECTION XIII.E. DUPLICATION OF BENEFITS and the Federal Register Guidance, the **SUBRECIPIENT**, as a recipient of federal assistance, must sign a Subrogation Agreement before the **COUNTY** can disburse CDBG-DR assistance to the **SUBRECIPIENT**.

An electronic signature or a scanned copy of the report with signature is acceptable for all reports or exhibits included above for which signatures are required. The **COUNTY** will instruct the **SUBRECIPIENT** on the approved System of Record under which the **SUBRECIPIENT** is expected to provide this data and information.

The **SUBRECIPIENT** is required to immediately report to the **COUNTY** any incident of suspected criminal misapplication of CDBG-DR funds associated with this Agreement.

The **COUNTY** notes in the *Subrecipient Agreement Document Checklist*, the required forms and reports the **SUBRECIPIENT** must submit. These reports and forms include, but are not limited to, activity performance reports, payment request forms, program information forms, budget analysis reports, closeout reports, and periodic certifications as described above.

The **SUBRECIPIENT** should submit all reports and forms electronically in a computer-readable format using the approved System of Record submission method specified by the **COUNTY**. When required, reports or exhibits must be certified by signature. An electronic signature is acceptable for all reports, forms, and attachments within the *Subrecipient Agreement Document Checklist*.

The **SUBRECIPIENT** is required to immediately report to the **COUNTY** any incident of suspected criminal misapplication of CDBG-DR funds associated with this Agreement.

SUBSECTION VI.B. – EXTERNAL REPORTING AND ORGANIZATIONAL DOCUMENT REQUIREMENTS: The **COUNTY** or its agents may also require the **SUBRECIPIENT** to submit additional non-project related reports, documentation, and information which are beneficial to determine the **SUBRECIPIENT'S** capacity, compliance, and performance related to this this Federal award compliance. The **COUNTY** may request external reports, including but not limited to, prior and current fiscal year audits, other agency monitoring reports or reviews under other funding sources, organizational documents, and prior grant closeout reports. The **SUBRECIPIENT** agrees to provide such reports, documentation, and information requested by the County or its agents.

SECTION VII: AUDITS, MONITORING, AND RECORDS

SUBSECTION VII.A. – AUDITS AND INSPECTIONS: In accordance with 2 CFR 200.332, 2 CFR 200.337, and 24 CFR 570.508, the **SUBRECIPIENT** will allow the **COUNTY**, Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives right of access to any documents, papers, or other records which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the **SUBRECIPIENT'S** non-Federal entity's personnel for

the purpose of interview and discussion related to such documents.

The Clerk of Courts Internal Audit Division, Lee County employees, HUD, or any of their duly authorized representatives have the right of timely and reasonable access to any books, documents, papers, or other records, including electronic storage media, of the **SUBRECIPIENT** or Certified Public Accountant (CPA) that are pertinent to the Agreement, in order to make audits, examinations, excerpts, transcripts and copies of such documents in accordance with 2 CFR 200.332, 2 CFR 200.337, and 24 CFR 570.508.

If noncompliance with this Agreement or material weaknesses in the organization are noted, the **COUNTY** or other authorized representatives have the right to unlimited access to records during an audit or inspection. This includes timely and reasonable access to the **SUBRECIPIENT'S** personnel for the purpose of interview and discussion related to such documents.

SUBSECTION VII.B. – INDEPENDENT AUDIT REQUIREMENTS: Under the Single Audit Act and in accordance with the provisions of 2 CFR 200.501, the **SUBRECIPIENT** must conduct a single or program-specific audit if it expends \$750,000 or more in Federal awards from all sources during its fiscal year.

The **SUBRECIPIENT** shall also comply with the Federal Audit Clearinghouse (FAC) rules and directives, including but not limited to the pertinent report submission provisions of 2 CFR 200.512, when such provisions are applicable to this Agreement.

For **SUBRECIPIENTS** who are Nonprofit Corporations and do not trigger the Single Audit Act requirements or provisions under 2 CFR 200.501, the **SUBRECIPIENT** must submit an independent certified, audited financial statement of the most recent or immediate prior fiscal year, including the management letter and written response. The **COUNTY** may consider exceptions on an individual basis, to include other supporting audit documents, such as a current CPA's peer review letter or monthly financial statements within the last 60 days, to meet this requirement.

In accordance with 2 CFR 200.514, a complete, independent financial audit of the **SUBRECIPIENT'S** financial accounting statements, in accordance with Generally Accepted Accounting Principles (GAAP) and/or current Generally Accepted Government Auditing Standards (GAGAS), as applicable, is required and must include the following:

1. Auditor's opinion;
2. Requisite reports on internal control and compliance, if required;
3. Management letter addressing internal controls (Note: If there were no items to be addressed, the letter must still be completed and state that no comments were noted);
4. Management's response to such letter;
5. The programs that are funded by this Agreement either in the statement of functional expenses, revenues and expenditures, footnotes, schedule of Federal awards and state financial assistance or as supplemental data in the financial statements. The statement should be consistent with programs detailed in the corresponding proposal(s), exhibit(s), and attachment(s).

The **SUBRECIPIENT** must submit the audit reports electronically to the **COUNTY** within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or within nine months after the end of the **SUBRECIPIENT'S** audit period. If applicable, any associated corrective action plan must be submitted. Failure to submit the report within the required time frame can result in the withholding of payment, or termination of the Agreement by the **COUNTY**.

The audit must be conducted by an independent, licensed certified public accountant expressing an unmodified opinion on their current peer review and must be in accordance with the General Accounting Office (GAO) Yellow Book, Generally Accepted Government Auditing Standards, 2 CFR 200 Subpart F

– Audit Requirements, as applicable, the Florida Single Audit Act (F.S. 215.97) as applicable, and the Auditor General Rule 10.550 (Government) or 10.650 (Not For Profit) as applicable.

SUBSECTION VII.C. – SUBRECIPIENT RISK ASSESSMENTS AND MONITORING: In accordance with 2 CFR 200.332, the **COUNTY**, as HUD's Grantee and a pass-through entity, must evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for the purposes of determining the appropriate subrecipient monitoring. To enable those periodic assessments, the **SUBRECIPIENT** must provide information and documentation as required to the **COUNTY**. The **COUNTY'S** risk assessments results will be used to support the **COUNTY'S** oversight strategies and the level and frequency of monitoring, technical assistance, training to the **SUBRECIPIENT**.

The **SUBRECIPIENT** agrees to permit the **COUNTY** and persons duly authorized by the **COUNTY**, HUD, and other Federal, state, or local agencies, as applicable, or any authorized representatives under these agencies, to have access to and inspect all records, papers, documents, facility's goods and services, and project activity sites of the **SUBRECIPIENT** including interviews of any clients and employees of the **SUBRECIPIENT** to assess satisfactory performance and compliance of the full terms and conditions of this Agreement, in accordance with 2 CFR 200 (specifically 200.332), 24 CFR 570, and the Federal Register Guidance and to the extent permitted by the law, after giving the **SUBRECIPIENT** reasonable notice of such inspection.

The **SUBRECIPIENT** must submit to monitoring of its project activity by the **COUNTY** and persons duly authorized, as necessary, to ensure the CDBG-DR subaward is used for authorized purposes in compliance with Federal statutes, regulations and the terms and conditions of this Agreement.

Monitoring will include: (1) reviewing financial and performance reports required by the Grantee; (2) following up and ensuring that the **SUBRECIPIENT** takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the **SUBRECIPIENT** from the Grantee detected through audits, on-site reviews, and other means; and (3) issuing a management decision for audit findings pertaining to this Federal award provided to the **SUBRECIPIENT** from the Grantee as required by 2 CFR 200.521. Any limited monitoring review scope of the terms and conditions within this Agreement does not relieve the **SUBRECIPIENT** of its obligation to manage the grant in accordance with all applicable rules and sound management practices.

Following such monitoring and in accordance with 2 CFR 200.521, the **COUNTY** will deliver to the **SUBRECIPIENT** a written report regarding management decisions which notate how activities are being conducted and whether corrective action(s) by the **SUBRECIPIENT** need to be taken to address deficiencies. The **SUBRECIPIENT** will rectify all noted deficiencies documented by the **COUNTY** within the specified period of time indicated in the monitoring report or provide the **COUNTY** with a reasonable and acceptable justification for not correcting the noted deficiencies as defined by the **COUNTY**. The **SUBRECIPIENT'S** failure to correct or provide the **COUNTY** with accepted justification for the deficiencies within the time specified by the **COUNTY** may result in withholding of payments or being deemed in breach or default of this Agreement and may result in the termination of this Agreement.

In response to **SUBRECIPIENT** deficiencies or other instances of capacity concerns prior to this Agreement, the **COUNTY** may also impose additional conditions on the use of the CDBG-DR funds, as noted under *Exhibit I – CDBG-DR Special Terms and Conditions*. This Exhibit ensures future compliance through trainings, technical assistance, and capacity building in an effort to correct or avoid early noncompliance.

SUBSECTION VII.D. – RECORDKEEPING REQUIREMENTS: The **SUBRECIPIENT** must comply with the recordkeeping requirements of 24 CFR 570.506, as amended by the Federal Register Guidance's Consolidated Notice waivers and alternative requirements, which describes the types of records which

must be kept by the **SUBRECIPIENT** and the **COUNTY** for the Federal CDBG-DR award.

The **SUBRECIPIENT** must comply with the longer of the records retention requirements contained within the Uniform Administrative Requirements (UAR) at 2 CFR 200.334 and State of Florida GS1-SL, except that the **SUBRECIPIENT** must:

1. Retain records for individual CDBG-DR activities for 5 years after the Agreement has ended, as prescribed in State of Florida GS1-SL.
2. Maintain records for individual activities subject to the reversion of assets provisions at 24 CFR 570.503 or change of use provisions at 24 CFR 570.505 for as long as those provisions continue to apply to the activity(ies).
3. Maintain records for individual activities in which there are outstanding loan balances, other receivables, or contingent liabilities until such receivables or liabilities have been satisfied and for 5 years following that satisfaction.

In accordance with 24 CFR 570.506, the **SUBRECIPIENT** shall also maintain books, records and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by the **COUNTY** under this Agreement. The **SUBRECIPIENT** must also retain all financial, client demographics, and programmatic records, supporting documentation, statistical records, and other records, which are necessary to document purchases, expenses, revenue, income, and assets of the **SUBRECIPIENT** by funding source, program, and functional expenses category during the term of this Agreement.

If any litigation, claim, negotiation, audit, or other action involving the records has been initiated before the expiration of the retention period, the records shall be retained by the **SUBRECIPIENT** until all litigation, claims, or audit findings involving the records have been resolved and final action taken in accordance with 2 CFR 200.334. Additional types of records are further described under *Exhibit H – Certification of CDBG-DR Compliance Provisions*.

The records retention period, as described within this Subsection, may be longer depending on other funding sources for activities. It is the **SUBRECIPIENT'S** further obligation to comply with all Federal and State of Florida retention schedules if other schedules shall apply.

The **SUBRECIPIENT**, including all its employees or agents, contractors, subcontractors, and consultants to be paid from CDBG-DR funds provided under this Agreement, shall allow access to its records at reasonable times for audits, inspections and monitoring as described in this Section and Subsections.

The **SUBRECIPIENT** specifically acknowledges its obligations under 2 CFR 200.338 (further detailed within SUBSECTION XIII.K. PERSONALLY IDENTIFIABLE INFORMATION), and to comply with F.S., 119.0701, as amended from time to time, with regard to public records, and shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the **COUNTY** in order to perform the services required under this Agreement;
2. Upon request from the **COUNTY'S** custodian of public records, provide the **COUNTY** with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law;
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
4. Meet all requirements for retaining public records and transfer, at no cost to the **COUNTY**, all public records in possession of **SUBRECIPIENT** 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 **COUNTY** in a format that is

compatible with the information technology system of the **COUNTY**.

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

SECTION VIII: CONTRACTOR STATUS

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

SUBSECTION VIII.B. – SUBCONTRACTS: Primary roles and responsibilities of the **SUBRECIPIENT** cannot be subcontracted. It is mutually agreed that any program component that is subcontracted by the **SUBRECIPIENT** must have a written contract. The **SUBRECIPIENT** must provide written notice to the **COUNTY** of all subcontractors, as well as provide copies of all contracts entered into with subcontractors, upon the **COUNTY'S** request. Procurement and/or bidding of non-primary roles and responsibilities must be awarded on a fair and non-collusive basis and must be in compliance with all applicable Lee County, State of Florida, and Federal procurement standards at 2 CFR 200.318-327. The **SUBRECIPIENT** shall not enter into a transaction with a person or affiliate placed on the Florida Department of Management Services' Convicted Vendor List. For projects and services receiving federal funds, the **SUBRECIPIENT** shall also not enter into a transaction with debarred, suspended or ineligible contractors and participants included on the Federal Excluded Parties List, in accordance with 2 CFR 200.214. The **SUBRECIPIENT** must ensure each subcontractor conforms to the terms and conditions of this Agreement, *Exhibit H – Certification of CDBG-DR Compliance Provisions*, and *Exhibit F – Application*, as applicable, and must be subject to indemnification as stated in SUBSECTION X.A. INDEMNIFICATION AND LIABILITY below.

SUBSECTION VIII.C. – CONTRACTS AND FEDERAL PROCUREMENT STANDARDS: If the **SUBRECIPIENT** contracts any of the work required under this Agreement, a copy of the proposed contract template and any proposed amendments, extensions, revisions, or other changes thereto, must be forwarded to the **COUNTY** Program Manager for prior written approval. For each contract, the **SUBRECIPIENT** shall report to the **COUNTY** as to whether that contractor or any subcontractors hired by the contractor, is a minority business and women's business enterprise, as defined in section 288.703, F.S. and in accordance with 24 CR 570.506, 24 CFR 570.507, and 2 CFR 200.321. The **SUBRECIPIENT** shall comply with the procurement standards at 2 CFR 200.318 - 200.327 and 2 CFR 200.330 when procuring property and services under this Agreement. The **SUBRECIPIENT** shall include the following terms and conditions in any contract pertaining to the work required under this Agreement:

1. The period of performance or date of completion;
2. The performance requirements;
3. That the contractor is bound by the terms of this Agreement;
4. That the contractor is bound by all applicable state and Federal laws, rules, and regulations;
5. That the contractor shall hold the **COUNTY** and the **SUBRECIPIENT** harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement;
6. The obligation of the **SUBRECIPIENT** to document in the **SUBRECIPIENT'S** reports the contractor's progress in performing its work under this Agreement;
7. The requirements of Appendix II to 2 CFR 200 - Contract Provision for Non-Federal Entity Contract Under Federal Awards - (refer to *Exhibit H – Certification of CDBG-DR Compliance Provisions*)

The **SUBRECIPIENT** must comply with CDBG regulations regarding debarred or suspended entities (24 CFR 570.609 and 2 CFR 200.214), pursuant to which CDBG funds must not be provided to excluded or disqualified persons and provisions addressing bid, payment, performance bonds, if applicable, and liquidated damages.

The **SUBRECIPIENT** shall maintain oversight of all activities performed under this Agreement and shall ensure that its contractors perform according to the terms and conditions of the procured contracts or agreements and the terms and conditions of this Agreement.

SECTION IX: CONFLICTS OF INTEREST

The **SUBRECIPIENT** 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 activities required under this Agreement. The **SUBRECIPIENT** further agrees that no person having any such interest shall be employed or engaged for said performance. The **SUBRECIPIENT** agrees that no employee, officer, agent of the **SUBRECIPIENT** or its subrecipients 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 **SUBRECIPIENT** or its subrecipient 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 **SUBRECIPIENT**.

The **SUBRECIPIENT** is subject to the requirements at 24 CFR 570.611 and 2 CFR 200.318, as applicable, which includes developing or maintaining written standards of conduct and a conflict-of-interest policy that complies with the process for promptly identifying and addressing such conflicts.

Any potential conflict of interest shall be reported using the **COUNTY'S** disclosure form.

SECTION X: RISK MANAGEMENT

SUBSECTION X.A. – INDEMNIFICATION AND LIABILITY: To the fullest extent permitted by applicable law, **SUBRECIPIENT** shall protect, defend, indemnify, save and hold the **COUNTY**, the Board of County Commissioners, its agents, officials, and employees harmless from and against any and all claims, demands, fines, loss or destruction of property, liabilities, damages, for claims based on the negligence, misconduct, or omissions of the **SUBRECIPIENT** resulting from the **SUBRECIPIENT'S** work as further described in this Agreement and its attachments, which may arise in favor of any person or persons resulting from the **SUBRECIPIENT'S** performance or nonperformance of its obligations under this Agreement except any damages arising out of personal injury or property claims from third parties caused solely by the negligence, omission(s) or willful misconduct of the **COUNTY**, its officials, commissioners, employees or agents, subject to the limitations as set out in Florida general law, Section 768.28, Florida Statutes, as amended from time to time. Further, the **SUBRECIPIENT** hereby agrees to indemnify the **COUNTY** for all reasonable expenses and attorney's fees incurred by or imposed upon the **COUNTY** in

connection therewith for any loss, damage, injury, liability, or other casualty. The **SUBRECIPIENT** additionally agrees that the **COUNTY** may employ an attorney of the **COUNTY'S** own selection to appear and defend any such action, on behalf of the **COUNTY**, at the expense of the **SUBRECIPIENT**. The **SUBRECIPIENT** further agrees to pay all reasonable expenses and attorney's fees incurred by the **COUNTY** in establishing the right to indemnity.

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

The **SUBRECIPIENT** further agrees to assume sole responsibility, training and oversight of the parties it deals with or employs to carry out the terms of this Agreement to the extent set forth in Section 768.28, F.S. The **SUBRECIPIENT** shall hold the **COUNTY** harmless against all claims of whatever nature arises from the work and services performed by third parties under this Agreement. Nothing herein shall be construed as consent by the **SUBRECIPIENT** to be sued by third parties in any matter arising out of any agreement, contract or subcontract.

If the **SUBRECIPIENT** is a state agency or subdivision, as defined in Section 768.28, F.S., then the **SUBRECIPIENT** agrees to be fully responsible for its negligent or tortious acts of omissions, which result in claims or suits against the **COUNTY**. The **SUBRECIPIENT** agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, F.S. Nothing herein shall be construed as consent by the state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any agreement, contract or subcontract.

Nothing herein is intended to serve as a waiver of sovereign immunity by the **COUNTY** or the **SUBRECIPIENT**.

The provisions of this SUBSECTION X.A. INDEMFICATION AND LIABILITY shall survive the termination of this Agreement.

SUBSECTION X.B. – INSURANCE REQUIREMENTS

INSURANCE – NONPROFIT SUBRECIPIENTS

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

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

1. **Workers' Compensation:** Statutory benefits as defined by Section 440, F.S., encompassing all operations contemplated by this Agreement to apply to all owners, officers, and employees. Employers' liability will have minimum limits of:
 - \$100,000 per accident
 - \$500,000 disease limit
 - \$100,000 disease limit per employee

2. **Commercial General Liability:** Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability, and broad form property damage exposures with minimum limits of:
 - \$500,000 bodily injury per person (BI)
 - \$1,000,000 bodily injury per occurrence (BI)
 - \$500,000 property damage (PD) or
 - \$1,000,000 combined single limit (CSL) of BI and PD

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

INSURANCE – GOVERNMENT/MUNICIPALITY SUBRECIPIENTS

Documentation of the above coverage requirements are not applicable to local governments or municipalities that are self-insured.

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

SECTION XI: SUSPENSION, EVENTS OF DEFAULT, REMEDIES, AND TERMINATION

In accordance with the Federal Register Guidance, 2 CFR 200.208, 2 CFR 200.339, Appendix II to 2 CFR 200, 24 CFR 570.503, and other rights which may be available under law, the following Subsections identify suspension and termination of the Agreement, with and without cause, the potential events of default by the **SUBRECIPIENT**, and potential remedies by the **COUNTY** for noncompliance by the **SUBRECIPIENT** of any and all requirements of this Agreement, including any exhibits, attachments, and terms and conditions herein:

SUBSECTION XI.A. – SUSPENSION: The **COUNTY** reserves the right to suspend funding for failure to comply with the requirements of this Agreement. If the **SUBRECIPIENT** fails to submit required documents by the due date, the **COUNTY** can suspend the Agreement and withhold payments until all requirements are satisfied.

In the event the **SUBRECIPIENT** ceases operation for any reason or files for protection from creditors under bankruptcy law, any remaining unpaid portion of this Agreement, less funds for expenditures already incurred, shall be retained by the **COUNTY** and the **COUNTY** shall have no further funding

obligation to the **SUBRECIPIENT** with regard to those unpaid funds.

SUBSECTION XI.B. – EVENTS OF DEFAULT: If any of the following events occur (“Events of Default”), the **COUNTY** may, in its sole and absolute discretion, elect to terminate any obligation to make any further payment of funds, exercise any of the remedies set forth in SUBSECTION XI.C. REMEDIES or pursue any remedy at law or in equity, without limitation:

1. Any warranty or representation made by the **SUBRECIPIENT**, in this Agreement with the **COUNTY**, is or becomes false or misleading in any respect, or if the **SUBRECIPIENT** fails to keep or perform any of the obligations, terms, or covenants in this Agreement with the **COUNTY**, and/or has not cured them in a timely fashion and/or is unable or unwilling to meet its obligations under this Agreement and/or as required by statute, rule, or regulation;
2. Any material adverse change occurred in the financial condition of the **SUBRECIPIENT** at any time during the term of this Agreement and the **SUBRECIPIENT** fails to cure this adverse change within thirty (30) calendar days from the date written notice is sent by the **COUNTY**;
3. The **SUBRECIPIENT** fails to submit any required reports or submits any required report with incorrect, incomplete or insufficient information or fails to submit additional information as requested by the **COUNTY**;
4. The **SUBRECIPIENT** fails to perform or timely complete any of its obligations under this Agreement, including participation in the **COUNTY'S** measures for technical assistance and training;
5. Both the **SUBRECIPIENT** and the **COUNTY** agree that in the event the **COUNTY** elects to make payments or partial payments after any Events of Default, it does so without waiving the right to exercise remedies allowable herein or at law and without becoming liable to make any further payment; or,
6. Neither the **SUBRECIPIENT** nor the **COUNTY** (Parties) shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the **SUBRECIPIENT**, the **COUNTY**, or either Parties' employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar causes wholly beyond both Parties' control or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the **SUBRECIPIENT** shall take all reasonable measures to mitigate any and all resulting delays or disruptions in the **SUBRECIPIENT'S** performance obligation under this Agreement. If the delay is excusable under this Subsection, the delay will not result in any additional charges or cost under the Agreement to either Parties. In the case of any delay the **SUBRECIPIENT** believes is excusable under this Subsection, the **SUBRECIPIENT** shall notify the **COUNTY** in writing of the delay or potential delay and describe the cause of the delay either (1) with ten (10) calendar days after the cause that creates or will create the delay first arose, if the **SUBRECIPIENT** could reasonably foresee that a delay could occur as a result or (2) within five (5) calendar days after the date the **SUBRECIPIENT** first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. The foregoing shall constitute the **SUBRECIPIENT'S** sole remedy or excuse with respect to delay. Providing notice in accordance with this Subsection is a condition precedent to such remedy. The **COUNTY**, at its sole discretion, will determine if the delay is excusable under this Subsection and will notify the **SUBRECIPIENT** of its decision in writing. No claim for damages, other than an extension of time, shall be asserted against the **COUNTY**. The **SUBRECIPIENT** shall not be entitled to an increase in the Agreement price or payment of any kind from the **COUNTY** for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, the **SUBRECIPIENT** shall perform at no increased cost, unless the **COUNTY** determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the **COUNTY**, in which case, the **COUNTY** may do any or all of the following: (1) accept allocated activity(ies) performance or deliveries from the **SUBRECIPIENT**, provided that the **SUBRECIPIENT** grants preferential treatment to the **COUNTY**

with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by the **SUBRECIPIENT** for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity or (3) terminate the Agreement in whole or in part.

SUBSECTION XI.C. – REMEDIES: If an Event of Default occurs, the **COUNTY** may, in its sole discretion and without limiting any other right or remedy available, provide thirty (30) calendar days written notice to the **SUBRECIPIENT**, and if the **SUBRECIPIENT** fails to cure within those thirty (30) calendar days, the **COUNTY** may choose to exercise one or more of the following remedies, either concurrently or consecutively:

1. Terminate this Agreement upon written notice by the **COUNTY**, sent in conformity with SECTION XIX. NOTICES;
2. Begin any appropriate legal or equitable action to enforce performance of this Agreement;
3. Withhold or suspend payment of all or any part of a request for payment;
4. Demand the **SUBRECIPIENT** return to the **COUNTY** any funds used for ineligible activities or unallowable costs under this Agreement or any applicable law, rule or regulation governing the use of the funds; and
5. Exercise any corrective or remedial actions, including but not limited to:
 - a. Request additional information from the **SUBRECIPIENT** to determine the reasons for or the extent of noncompliance or lack of performance;
 - b. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected; and/or
 - c. Advise the **SUBRECIPIENT** to suspend, discontinue, or refrain from incurring costs for any activities in question.
6. Exercise any other rights or remedies which may be otherwise available under law.

Pursuit of any of the above remedies does not preclude the **COUNTY** from pursuing any other remedies in this Agreement or provided at law or in equity. Failure to exercise any right or remedy in this Agreement or failure by the **COUNTY** to require strict performance does not affect, extend, or waive any other right or remedy available or affect the later exercise of the same right or remedy by the **COUNTY** for any other default by the **SUBRECIPIENT**.

SUBSECTION XI.D. – TERMINATION BY COUNTY: Excluding those scenarios and exceptions as noted within SUBSECTION XI.A. SUSPENSION, SUBSECTION XI.B. EVENTS OF DEFAULT, and SUBSECTION XI.C. REMEDIES, the **COUNTY** may, at any time and for other reasons not mentioned above (“for convenience”), cancel this Agreement by giving twenty-four (24) hours written notice to the **SUBRECIPIENT** by Certified Mail, Process Server or Hand Delivery following a determination by the County Manager or designee, at its sole discretion, that such cancellation is in the best interest of the people of the **COUNTY**. From the date of cancellation, neither party shall have any further obligation unless specified in the termination notice.

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

SUBSECTION XI.E. – TERMINATION BY SUBRECIPIENT: Excluding those scenarios and exceptions as noted within SUBSECTION XI.A. SUSPENSION, SUBSECTION XI.B. EVENTS OF DEFAULT, and SUBSECTION XI.C. REMEDIES, the **SUBRECIPIENT** may, at any time and for other reasons not mentioned above (“for convenience”), cancel this Agreement by giving seventy-two (72) hours prior written notice to the **COUNTY** by Certified Mail or Process Server of such and specifying the effective

date.

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

In the event that this Agreement is terminated, the **SUBRECIPIENT** shall not incur new obligations under the terminated portion of the Agreement after the date the **SUBRECIPIENT** has received the notification of termination. The **SUBRECIPIENT** shall cancel as many outstanding obligations as possible. The **COUNTY** shall disallow all costs incurred after the **SUBRECIPIENT'S** receipt of the termination notice. The **COUNTY** may, to the extent authorized by law, withhold payments to the **SUBRECIPIENT** for the purpose of set-off until the exact amount of damages due to the **COUNTY** from the **SUBRECIPIENT** is determined.

In accordance with 24 CFR 570.503, upon expiration or termination of this Agreement, the **SUBRECIPIENT** shall transfer to the **COUNTY** any CDBG-DR funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG-DR funds.

SECTION XII: USE AND REVERSION OF ASSETS, REAL PROPERTY

The **SUBRECIPIENT** must ensure that any equipment or fixed assets purchased in whole or in part with CDBG-DR funds be adequately safeguarded and assure such assets are used solely for authorized purposes. The purchase, use, management and disposition of equipment and other capital assets must comply with 2 CFR 200.313, 2 CFR 200.439, the applicable Federal Register Guidance, and 24 CFR 570. See SECTION XI: SUSPENSION, EVENTS OF DEFAULT, REMEDIES, AND TERMINATION regarding the revision of any CDBG-DR funds or assets upon termination or expiration of this agreement. Per 24 CFR 570.502(a)(8), in all cases when equipment purchased with CDBG funds is sold, the net proceeds are considered program income, and shall be returned to the **COUNTY** within 30 days of receipt of the proceeds.

Any real property under the **SUBRECIPIENT'S** control that was acquired or improved in whole or in part with CDBG-DR funds (including CDBG-DR funds provided to the **SUBRECIPIENT** in the form of a loan) in excess of \$25,000 must (1) be used to meet a national objective until five years after expiration or termination of this Agreement (24 CFR 570.505), unless otherwise agreed upon by the Parties, or except as otherwise set forth herein or (2) if not used to meet a national objective, the **SUBRECIPIENT** shall pay to the **COUNTY** an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG-DR funds for the acquisition or improvement of the property for five years after expiration or termination of this Agreement.

The rights and remedies under this Section are in addition to any other rights or remedies provided by law or under this Agreement.

SECTION XIII: ASSURANCE, CERTIFICATIONS, AND COMPLIANCE

The **SUBRECIPIENT** agrees that compliance with these assurances and certifications constitutes a condition of continued receipt of or benefit from CDBG-DR funds provided through this Agreement, and that it is binding upon the **SUBRECIPIENT**, its successors, transferees, and assignees for the period during which services are provided and activities are performed. Additional requirements of the assurances, certifications, and compliance measures below can be further detailed or outlined in the Agreement's exhibits, forms, and attachments.

SUBSECTION XIII.A. – IMMIGRATION LAWS AND CITIZENSHIP STATUS: The **COUNTY** will not intentionally award Agreements to any **SUBRECIPIENT** who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 a(e)

Section 274A(e) of the Immigration and Nationality Act (INA).

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

Additionally, the **SUBRECIPIENT** must follow requirements to verify citizenship of CDBG-DR fund recipients in certain circumstances. In accordance with 49 CFR 24.408, the **SUBRECIPIENT** cannot provide relocation assistance to a person who has not provided certification of U.S. citizenship or who has been determined to be not lawfully present in the United States, unless such person can demonstrate to the **SUBRECIPIENT** that the denial of relocation assistance will result in an exceptional and extremely unusual hardship to such person's spouse, parent, or child who is a citizen of the United States, or is an alien lawfully admitted for permanent residence in the United States. The **COUNTY** may require the **SUBRECIPIENT** to follow other verification requirements as prescribed within the Federal Register Guidance, regulations, or within the Action Plan.

Furthermore, the **SUBRECIPIENT** shall ensure that CDBG-DR funds, which are passed through Lee County, are restricted to people legally able to reside in the United States.

SUBSECTION XIII.B. - E-VERIFY REQUIREMENTS: The **SUBRECIPIENT** must verify employment eligibility of all new employees hired during the Agreement term through the U.S. Department of Homeland Security's E-Verify system.

Section 448.095, F.S., requires the following:

1. Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
2. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract.

E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to the employer to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov/>.

If the **SUBRECIPIENT**, or its contractors, consultants, or subrecipients, does not use E-Verify, they shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the Effective Date of this Agreement.

SUBSECTION XIII.C. – NATIONAL OBJECTIVE: All activities funded with CDBG-DR funds must meet the criteria for one of the CDBG program's National Objectives. The **SUBRECIPIENT** certifies that the activities carried out under this Agreement shall meet the stated national objective as outlined under SUBSECTION II.C. NATIONAL OBJECTIVE. Furthermore, the **SUBRECIPIENT** certifies and acknowledges that it understands documentation and records requirements for the stated national objective type(s), as defined at 24 CFR 570.208, 24 CFR 570.506, and any and all alternative requirements under the Federal Register Guidance in relation to relevant national objective type(s) as stated in the above Subsection.

SUBSECTION XIII.D. – USE OF FUNDS AND ORDER OF ASSISTANCE: CDBG–DR Appropriations Acts generally include a statutory order of assistance for Federal agencies which require Grantees to verify whether funds made available by FEMA or the U.S. Army Corps of Engineers (USACE) are available for an activity, or the costs are reimbursable by FEMA or the USACE, before awarding CDBG-DR assistance for the cost of carrying out the same activity.

The **SUBRECIPIENT** shall not use CDBG–DR funds for activities reimbursable by or for which funds are made available by FEMA or the U.S. Army Corps of Engineers (USACE). The **SUBRECIPIENT** must verify and inform the **COUNTY** if FEMA and USACE funds are available prior to award or expenditure of CDBG-DR funds to an eligible activity within the Scope of Work contained under *Exhibit B – Scope of Work and Activities – Project Activity Scope of Work Description*, *Exhibit H – Certification of CDBG-DR Compliance Provisions* further outlines Duplication of Benefits certifications which the **SUBRECIPIENT** must adhere to. Failure to do so can result in a return of funds as further outlined within this Agreement under SUBSECTION V.B. – DEFERRED PAYMENTS AND RETURN OF FUNDS (RECAPTURE FOR DISALLOWED COSTS) and SUBSECTION XIII.E. DUPLICATION OF BENEFITS.

SUBSECTION XIII.E. – DUPLICATION OF BENEFITS: The **SUBRECIPIENT** certifies that it shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5155 et seq.) and described within Appropriations Acts and Federal Register Guidance. The **SUBRECIPIENT** must comply with HUD's requirements for Duplication of Benefits (DOB), as described in the Federal Register Guidance (Section IV.A.1. – Grant Administration; Duplication of Benefits (DOB)) and HUD guidance (including HUD training materials), including specific Order of Assistance requirements as noted under SUBSECTION XIII.D. USE OF FUNDS AND ORDER OF ASSISTANCE. The **SUBRECIPIENT** shall carry out the activities under this Agreement in compliance with the **COUNTY's** procedures to prevent DOB. The **SUBRECIPIENT** shall also sign a Subrogation Agreement (see *Exhibit K – CDBG-DR Program Subrogation Agreement*).

In accordance with the Federal Register Guidance at 88 FR 32053 – Section IV.A.1.(d)(v) Applicable Rules, Statutes, Waivers, and Alternative Requirements: Reassess Unmet Need When Necessary, the **SUBRECIPIENT** certifies 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 **SUBRECIPIENT'S** application. This notification must include a statement explaining how this change in funding affects the provisions of the project and activity requirements as well as the use of and continued need for CDBG-DR funds through the **COUNTY**.

The **SUBRECIPIENT** shall either (1) maintain all funds provided under this Agreement in a separate bank account or (2) ensure that the **SUBRECIPIENT'S** accounting system shall have sufficient internal controls to separately track expenditure of all funds under this Agreement, in accordance with 2 CFR 200.302. In cases where the project and its activities are funded by more than one funding source (other funds besides CDBG-DR funds) where potential duplicative assistance could exist, the **SUBRECIPIENT** shall not commingle CDBG-DR funds provided under this Agreement with any other funds, projects or programs, when those funds are determined to be for the same purpose and same use, in accordance with the Federal Register Guidance. 88 FR 32050, Section IV.A.1.(a) – Overview of Grant Process, The Stafford Act – and Section 312 of the Stafford Act makes recipients of Federal disaster assistance liable for repayment of the amount of Federal disaster assistance that duplicates benefits available for the same purpose from another source (42 U.S.C. 5155(c)). The **COUNTY** may, in its sole discretion, disallow costs made with commingled funds that were designated as being available for the same purpose and use as the CDBG-DR funds and require reimbursement for such costs as described herein (SUBSECTION V.B. – DEFERRED PAYMENTS AND RETURN OF FUNDS (RECAPTURE FOR DISALLOWED COSTS)).

SUBSECTION XIII.F. – CIVIL RIGHTS REQUIREMENTS: The **SUBRECIPIENT** 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, projects, and activities are not discriminating against those participants or employees in violation of statutes, regulations, guidelines and standards. By acceptance of this CDBG-DR funding, the **SUBRECIPIENT** assures and certifies the following:

1. 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:
 - a. 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 and the Federal Register Guidance, to items such as, but not limited to, project outreach, project, or activity materials including communique in the form of digital (website) media and paper materials.
 - b. Section 109 - Title I of the Housing & Community Development Act of 1974
 - c. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794)
 - d. Age Discrimination Act of 1975 (42 U.S.C. 610 et. seq.)
 - e. Fair Housing Act
2. That they will comply with the Americans with Disabilities Act of 1990 (“ADA”) (P.L. 101-336, as codified at U.S.C. 42.126 (sections 12101-12213) and as amended, and 28 CFR 35); the Florida Civil Rights Act, as amended, Chapter 76, F.S.; Title VII of the Civil Rights Act of 1964, as amended; and laws 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 **SUBRECIPIENT’S** Single-Point-of-Contact.
3. That if clients are to be transported under this Agreement, **SUBRECIPIENT** will comply with the provisions of Chapter 427, Florida Statutes, which requires the coordination of transportation for the disadvantaged.
4. That if personnel in programs under this Agreement work directly with children/youths and vulnerable or disabled adults, the **SUBRECIPIENT** will comply with applicable provisions under Florida Statutes 943.0542; 943.04351; 393.0655; 402, regarding employment screening.
5. That activities under this Agreement shall provide for access to equal participation of religious or faith-based organizations, where applicable, in accordance with 24 CFR 570.200 and Executive Order 13279.

Additional requirement information can be accessed at the following websites:

- [Office of Fair Housing and Equal Opportunity \(FHEO\) Fair Housing Rights and Obligations](#)
- [FHEO main website](#)
- [Guidelines for promoting Fair Housing for individuals with Limited English Proficiency \(LEP\)](#)

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 can be found on the Fair Housing and Equal Opportunities HUD website.

SUBSECTION XIII.G. – DETECTION AND PREVENTION OF FRAUD, WASTE, AND ABUSE: In accordance with the Federal Register Guidance, the **SUBRECIPIENT** certifies that they will administer their programs under procedures, supervision, safeguards, and such other methods as may be necessary to prevent fraud, waste, and abuse, and that it will target its services and activities to those who need them the most. Additionally, the **SUBRECIPIENT** certifies that their written standards of conduct and their conflict-of-interest policy will supplement their anti-fraud, waste, and abuse (AFWA) initiatives, and that the **SUBRECIPIENT** may be required to take part in fraud, waste, and abuse (FWA) training and will work with the **COUNTY** to develop a FWA complaint and reporting process, including reporting such complaints to the **COUNTY**.

SUBSECTION XIII.H. – INELIGIBLE ACTIVITIES: The **SUBRECIPIENT** assures that it will not conduct or expend CDBG-DR funds on any activities which are deemed ineligible by the Federal Register Guidance (88 FR 32077, Section III.G.), federal regulations (most notably at 24 CFR 570.207), the Action Plan, and all other applicable laws.

SUBSECTION XIII.I. – PROGRAM INCOME: The **SUBRECIPIENT** shall report to the **COUNTY** all program income (as defined at 24 CFR 570.500 or in the Federal Register Guidance governing the CDBG-DR funds) generated by activities carried out with CDBG-DR funds made available under this Agreement as part of the **SUBRECIPIENT'S** periodic reporting outlined under SECTION VI. REPORTS AND EXHIBITS and SECTION VII. AUDITS, MONITORING, AND RECORDS.

The **SUBRECIPIENT** must return to the **COUNTY**, prior to closeout, any program income generated by the project and its activities. The **COUNTY** certifies that it shall use program income in accordance with the applicable requirements of 2 CFR 200.307 and alternative requirements and waivers as prescribed under the Federal Register Guidance at 88 FR 32074, Appendix B: CDBG-DR Consolidated Notice - Section III.E. Program Income (in place of requirements at 24 CFR 570.500 and 24 CFR 570.504), and the terms of this Agreement. The **SUBRECIPIENT** shall return program income to the **COUNTY** if a program income balance exists, or program income is generated after closeout. In all cases, any program income received that is not used to continue the disaster recovery activity will not be subject to the waivers and alternative requirements of the Federal Register Guidance or the **COUNTY'S** CDBG Entitlement program, if program income is transferred to that program.

SUBSECTION XIII.J. – CITIZEN PARTICIPATION AND PUBLIC WEBSITE REQUIREMENTS: The **COUNTY**, as a Grantee, certified to HUD that it has a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.115 or 91.105 (except as provided for in waivers and alternative requirements under the Federal Register Guidance). Additionally, the **COUNTY**, as a Grantee, certified to HUD that it will maintain a comprehensive CDBG-DR public website that permits individuals and entities awaiting assistance and the general public to see how all grant funds are used and administered. The Action Plan also details how the **COUNTY** will adhere to both requirements.

The **SUBRECIPIENT** certifies that it will adhere to requirements by the **COUNTY** to provide documentation and information which informs both the citizen participation and public website requirements. Further details on information needed to meet these requirements are spelled out in the exhibits, attachments, and forms as part of this Agreement.

SUBSECTION XIII.K. – PERSONALLY IDENTIFIABLE INFORMATION (PII): As previously referenced under SUBSECTION VII.D. RECORDKEEPING REQUIREMENTS and in accordance with 2 CFR 200.1 and 2 CFR 200.338, Personally Identifiable Information (PII) means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual. The definition of PII is not anchored

to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. Protected PII means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, and educational transcripts. This does not include PII that is required by law to be disclosed.

PII must always be safeguarded, even in instances of public records requests. No Federal awarding agency may place restrictions on the non-Federal entity that limits public access to the records of the non-Federal entity pertinent to a Federal award, *except for protected PII or when the Federal awarding agency can demonstrate that such records will be kept confidential and would have been exempted from disclosure pursuant to the Freedom of Information Act (5 U.S.C. 552) or controlled unclassified information pursuant to Executive Order 13556 if the records had belonged to the Federal awarding agency.*

The **SUBRECIPIENT** certifies that they understand the PII definitions as noted above, and in accordance with their internal controls under 2 CFR 200.303, the **SUBRECIPIENT** shall take reasonable measures to safeguard protected PII and other information HUD or the **COUNTY** designates as sensitive or the **SUBRECIPIENT** considers sensitive consistent with applicable Federal, state, and local laws regarding privacy and responsibility over confidentiality.

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

SUBSECTION XIII.L. – NECESSARY AND REASONABLE REQUIREMENTS: The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for the Federal Awards in 2 CFR 200 Subpart E (Federal Cost Principles) apply to all CDBG-DR Grantees and their Subrecipients. The **SUBRECIPIENT** certifies that all costs incurred under this Agreement are necessary and reasonable for the performance of its project and/or activities. The Cost Principles are made applicable to local governments through 24 CFR 570.502. The **SUBRECIPIENT** must consider factors described at 2 CFR 200.404(a-e) when determining which types and amounts of cost items incurred under this Agreement are necessary and reasonable.

SUBSECTION XIII.M. – COPYRIGHT, PATENT AND TRADEMARK: In accordance with 2 CFR 200.1 and 2 CFR 200.135, trademarks, copyrights, patents and patent applications and property, are identified as intangible property, or property having no physical existence. The **SUBRECIPIENT** may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this CDBG-DR award. HUD, through the **COUNTY** as its pass-through entity, reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so. The **SUBRECIPIENT** is subject to applicable regulations governing patents and inventions, including governmentwide regulations issued by the Department of Commerce at 37 CFR 401 ("Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements").

Any and all patent rights accruing under, or in connection with, the performance of this Agreement are hereby reserved to the **COUNTY**. Any and all copyrights accruing under, or in connection with, the performance of this Agreement are hereby transferred by the **SUBRECIPIENT** to the **COUNTY**.

1. If the **SUBRECIPIENT** has a pre-existing patent or copyright, the **SUBRECIPIENT** shall retain all rights and entitlement to that pre-existing patent or copyright unless this Agreement expressly provides otherwise.
2. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement or in any way connected with it, the **SUBRECIPIENT** shall refer the discovery or invention to the **COUNTY** for a determination whether the **COUNTY** will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the **COUNTY**. If any books, manuals, films, or other copyrightable material are produced, the **SUBRECIPIENT** shall notify the **COUNTY**. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the **SUBRECIPIENT** to **COUNTY**. Within thirty (30) calendar days of execution of this Agreement, the **SUBRECIPIENT** shall disclose all intellectual properties relating to the performance of this Agreement which give rise to a patent or copyright. The **SUBRECIPIENT** 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, and the **COUNTY** shall have the right to all patents and copyrights which accrue during performance of this Agreement.

SUBSECTION XIII.N. – FEDERAL TERMS AND CONDITIONS: For Federal CDBG-DR funded programs, the **SUBRECIPIENT** has or will develop and maintain the capacity to carry out disaster recovery activities in a timely manner and will ensure compliance with applicable Uniform Administrative Requirements as described in 2 CFR 200, Community Development Block Grants (CDBG) regulations at 24 CFR 570, the Federal Register Guidance, the Action Plan, and all other established, applicable HUD regulations, acts, and statutes, as now in effect and as may be amended from time to time. The **COUNTY** outlines full CDBG-DR Compliance Provisions for the **SUBRECIPIENT** under *Exhibit H – Certification of CDBG-DR Compliance Provisions* and details program management standards within the respective program's manual.

SUBSECTION XIII.O. – STATE AND LOCAL GOVERNMENT REQUIREMENTS: The **SUBRECIPIENT** agrees to the following statements as it relates to state and/or local government requirements:

1. The **SUBRECIPIENT** 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 Agreement, 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 **SUBRECIPIENT**.
2. The **SUBRECIPIENT** 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).
3. The **SUBRECIPIENT** 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).
4. The **SUBRECIPIENT** will comply with and implement this Agreement in a manner satisfactory to Lee County and HUD and consistent with all applicable laws, regulations, and policies and procedures that may be required as a condition of Lee County providing the grant funds, including but not limited to, all applicable program administration and compliance requirements set forth by this Agreement, and in accordance with the CDBG-DR NOFA Application, CDBG-DR Action Plan, and any other

documentation previously provided by the **SUBRECIPIENT**, attached as *Exhibit F – Application*, and made a part hereof.

5. Lee County's provision of grant funds under this Agreement is specifically conditioned on the **SUBRECIPIENT's** compliance with this provision and all terms and conditions of this Agreement, the most recently published version of Lee County's *Hurricane Ian CDBG-DR Subrecipient Manual and Internal Grant Management Manual*, and the CDBG-DR Affordable Housing Development and Preservation Policies and Procedures Manual, which can be accessed on <https://cdbgdr.leegov.com>, and any amendments thereto, related Federal Register Guidance (including Guidance, which is provided under future Federal Register Notices), and the requirements of the authorities cited above, as the same may be amended from time to time.
6. The **SUBRECIPIENT** will acknowledge support for activities funded wholly or in part by CDBG-DR funds provided by HUD and the **COUNTY**. In publicizing, advertising, or describing the program, state "Funding provided by Lee Board of County Commissioners and HUD."
7. The **SUBRECIPIENT** will notify the **COUNTY** of any changes to the **SUBRECIPIENT** organization to include Board Membership (roster), Articles of Incorporation and Bylaws within ten (10) working days of the effective date.
8. If needed, **SUBRECIPIENT** may be called upon to assist the **COUNTY** during a natural disaster or emergency. This may include, but is not limited to, the use of the **SUBRECIPIENT'S** facility to assist with Emergency Food Stamp preregistration if the facility is operations and use of staff to assist with case management and post-disaster shelter assessments. **SUBRECIPIENT** will be responsible to notify United Way 211 via phone, email, or through submission of online survey form, immediately after a disaster declaration if the location is accessible and operational and of any **SUBRECIPIENT** staff who are available to assist with recovery efforts.

SECTION XIV: OTHER PROVISIONS AND CONDITIONS

If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then that provision shall be null and void only to the extent of the conflict or unenforceability, and that provision shall be severable from and shall not invalidate any other provision of this Agreement.

Any power of approval or disapproval granted to the **COUNTY** under the terms of this Agreement shall survive the term of this Agreement.

All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

In the event travel is pre-approved by the **COUNTY**, any bills for travel expenses shall be submitted and reimbursed in accordance with section 112.061, F.S., the rules promulgated thereunder and 2 CFR 200.474.

If the **SUBRECIPIENT** is allowed to temporarily invest any advances of CDBG-DR funds under this Agreement, any interest income shall either be returned to the **COUNTY**.

The **SUBRECIPIENT** acknowledges being subject to Florida's Government in the Sunshine Law (section 286.011, F.S.) with respect to the meetings of the **SUBRECIPIENT'S** governing board or the meetings of any subcommittee making recommendations to the governing board. The **SUBRECIPIENT** agrees that all such aforementioned meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records made available to the public in accordance with Chapter 119, F.S.

The **SUBRECIPIENT** shall comply with section 519 of P.L. 101-144, the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990; and section 906 of P.L. 101-625, the Cranston-Gonzalez National Affordable Housing Act, 1990, by having, or adopting within ninety (90) days of execution of this Agreement, and enforcing, the following:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Upon expiration or termination of this Agreement, the **SUBRECIPIENT** shall transfer to the **COUNTY** any CDBG-DR funds remaining at the time of expiration or termination, and any accounts receivable attributable to the use of CDBG-DR funds.

SECTION XV: CITIZEN COMPLAINTS

The **SUBRECIPIENT** is responsible for tracking and reporting citizen complaints to the **COUNTY** under the following types of complaints and/or inquiries: (1) Program or Project Appeals, where applicable; (2) HUD complaints; (3) Fair Housing complaints; and (4) Fraud, Waste, and Abuse (FWA) complaints. The **SUBRECIPIENT** must adopt the **COUNTY's** written citizen complaint policy or provide their own policy that provides citizens with the address, phone number, and times for submitting complaints and grievances. The policy must also provide that timely written answers to written complaints and grievances will be provided within 15 working days, where practicable, or the **SUBRECIPIENT** must document why additional time for the response is required.

SECTION XVI: LEGAL AUTHORIZATION

The **SUBRECIPIENT** certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The **SUBRECIPIENT** certifies that the undersigned person has the authority to legally execute and bind the **SUBRECIPIENT** to the terms of this Agreement. The **COUNTY** may, at its discretion, request documentation evidencing the undersigned has authority to bind the **SUBRECIPIENT** to this Agreement as of the Effective Date; any such documentation is incorporated herein by reference.

Prior to the execution of this Agreement, the **SUBRECIPIENT** warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation, or any other legal or financial condition that would in any way prohibit, restrain, or diminish the **SUBRECIPIENT'S** ability to satisfy its obligations. The **SUBRECIPIENT** shall immediately notify the **COUNTY** in writing if its ability to perform is compromised in any manner during the term of this Agreement.

SECTION XVII: AGREEMENT DISPUTE RESOLUTION PROCEDURE

Any dispute between the Parties with respect to provisions contained in a Lee County Office of Strategic Resources and Government Affairs Agreement or issues that arise pertinent to an Agreement shall be resolved as follows:

The Parties may, by mutual agreement, attempt to resolve their dispute in the following manner within a thirty (30) day period. If both parties are in agreement, the thirty (30) daytime period can be extended for an additional ten (10) days.

1. Duly authorized representatives shall meet as often as mutually agreeable to discuss in good faith the dispute and to negotiate a mutually agreeable resolution. Authorized representatives for SRGA include the Agreement Coordinator and Program Manager.
2. During the course of the dispute process, requests made by one Party to the other for non-privileged information, reasonably related to the dispute, shall be responded to in good faith.
3. If the dispute is unable to be resolved between the authorized representatives within the specified time period, it will be forwarded to the Department Director for resolution. A decision by the Director will be issued within ten (10) days.
4. If the dispute remains unresolved after the Department Director's decision, the parties may proceed to litigation. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens. This Agreement and the rights and obligations of the Parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles. Unless otherwise agreed in writing, the **SUBRECIPIENT** will be required to continue all obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.
5. Either Party may at any time commence formal court proceedings, which shall be immediately communicated, and will end the informal Dispute Resolution process as described in Paragraph 1-3 above.

SECTION XVIII: AGREEMENT CLOSEOUT

The **SUBRECIPIENT** must complete a closeout checklist and final closeout reports to ensure complete and final documentation of all finance and program activities. The closeout checklist and reports must be submitted to the **COUNTY** within 90 days after the end date of this agreement.

The closeout checklist must include documentation and certification that:

1. All CDBG-DR funds have been expended within the exception of any closeout liabilities or contingent liabilities (24 CFR 570.509(a)(1));
2. All work financed with CDBG-DR funds has been completed, is eligible, and meets a national objective, including activities financed through escrow accounts, loan guarantees, or similar mechanisms; performance and expenditure reports have been submitted and account for program income and administrative expenditures (24 CFR 570.509(a)(2-5)); and
3. All other responsibilities under this Agreement have been met or the **COUNTY** has determined that there is no further benefit in keeping the Agreement open to secure performance (24 CFR 570.509(a)(6)).

The final closeout reports must include the following:

1. Final Project Performance Measures and Outcomes Form (*Exhibit E*);
2. Final *Monthly Activity Report* (with final progress narrative);
3. Updated *Project Budget and Expense (Sources and Uses) Worksheet* (including program income);
4. Final *Payment Request Form*; and
5. Inventory of property acquired or improved with CDBG funds. The inventory should identify real property acquired with over \$25,000 of CDBG funds including its current use, to facilitate compliance with requirements for the continuing eligible use of property at 24 CFR 570.505.

Based on the **SUBRECIPIENT'S** final reports and other relevant information, the **COUNTY** may execute a closeout agreement that specifies closeout costs or contingent liabilities that are subject to payment with

CDBG-DR funds after the closeout agreement is signed; continuing responsibilities after closeout; or other provisions appropriate to special circumstances.

As specified in 2 CFR 200.345, the closeout of a CDBG-DR award to a **SUBRECIPIENT** does not affect:

1. The **COUNTY**'s right to disallow costs and/or recover funds on the basis of a later audit or other review.
2. The **SUBRECIPIENT**'s obligation to return funds due to the **COUNTY** from subsequent refunds, corrections, or other transactions.
3. The **COUNTY** and **SUBRECIPIENTS'S** obligation to comply with records retention as specified in 2 CFR 200, Subpart D—Post Federal Award Requirements, Records Retention and Access, including 2 CFR 200.334-338, as modified by 24 CFR 570.502(a)(7)(ii).
4. The **SUBRECIPIENT**'s responsibilities for property management and disposition:
 - For real property in 24 CFR 570.503(b)(7).
 - For other property, as applicable in 2 CFR 200, Subpart D, Post Federal Award Requirements, Property Standards, including:
 - 2 CFR 200.310 (Insurance coverage).
 - 2 CFR 200.312 (Federally owned and exempt property).
 - 2 CFR 200.313 and 24 CFR 570.502(a)(6) (Equipment).
 - 2 CFR 200.314 (Supplies).
 - 2 CFR 200.315 (Intangible property).
 - 2 CFR 200.316 (Property trust relationship).
 - Audit requirements in 2 CFR 200, Subpart F.

SECTION XIX: NOTICES

Official notices concerning this Agreement will be directed to the following authorized representatives below, either in writing, by hand delivery, first class, or certified mail with return receipt requested at the addresses below, or in electronic format, by electronic mail:

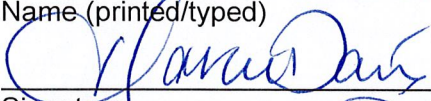
SUBRECIPIENT

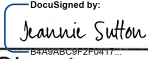
Name: Marcia Davis
Title: Executive Director
Agency: Housing Authority of the City of Fort Myers
Address: 4224 Renaissance Preserve Way
Telephone: (239) 344-3220
Email: Marcia@HACFM.org

COUNTY

Name: Jeannie Sutton
Title: Director
Agency: Office of Strategic Resources and Government Affairs
Address: 1500 Monroe Street, Fort Myers, FL 33901
Telephone: (239) 533-2315
Email: JSutton@leegov.com

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

MARCIA DAVIS
Name (printed/typed)

Signature
Executive Director
Title

Jeannie Sutton
Name (printed/typed)

Signature
Director, Strategic Resource and Government Affairs
Title

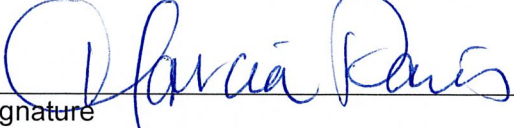
In the event that the **SUBRECIPIENT** designates different representatives after execution of this Agreement, notice of the name and address of the new representative will be rendered in writing or electronically by authorized officer of the **SUBRECIPIENT** to the **COUNTY**.

SECTION XX: ALL TERMS AND CONDITIONS INCLUDED

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

IN WITNESS THEREOF, the **SUBRECIPIENT** and the **COUNTY** have caused this Agreement and all Agreement Exhibits, Attachments, Reports, and Forms as indicated on the *Subrecipient Agreement Document Checklist* to be executed by their undersigned officials as duly authorized.

SUBRECIPIENT: The Housing Authority of the City of Fort Myers

BY: 
Signature
MARCIA DAVIS
Name (print)

8/29/2024
Date

ATTEST:
CLERK OF CIRCUIT COURT

Signed by:
BY: Latasha Seth
34146A3DDF374A2...
DEPUTY CLERK
DS

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

DocuSigned by:
BY: Mike Greenwell
55F588F7224445A...
Chair

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

DocuSigned by:
Amanda L. Swindle
E68B5A5584DD473...
County Attorney's Office



EXHIBIT A
SCOPE OF WORK AND ACTIVITIES
PROGRAM/PROJECT ACTIVITY OVERVIEW

The information provided under this Exhibit is retrieved from the Subrecipient's approved application in response to the NOFA 2. In coordination and agreement with the Subrecipient, the County will utilize the information below to inform and update the County's approved System of Record for program and project eligibility with core HUD CDBG-DR requirements. Subrecipients will work with the County to ensure any edits and amendments to this Exhibit are subsequently reviewed and approved within the System of Record.

Program/Project Activity Overview

Project Name: Renaissance Preserve Family /Senior

CDBG-DR Program eligible activity: Rehabilitation /reconstruction of residential structures

The National Objective to be achieved for each activity as a result of this Project: Activities benefitting low- and moderate-income persons ("LMI").

The method of measuring the National Objective, if LMI: LMI Housing – LMH (per 24 CFR 570.208(a)(3))

· Total low/mod housing units: 392.00

The number of individuals benefiting as a result of this Project:

- Total beneficiaries: 797.00
- Total low/mod beneficiaries: 797.00

CDBG-DR storm tie-back and/or Mitigation resilience measure: These units have been identified as requiring urgent repairs due to post-storm water intrusion issues and other damages incurred during Hurricane Ian.

Affordability Period: Project is subject to maturity at the earliest of July 31, 2054.

EXHIBIT B
SCOPE OF WORK AND ACTIVITIES
PROJECT ACTIVITY SCOPE OF WORK DESCRIPTION

The information provided under this Exhibit is retrieved from the Subrecipient's approved application in response to the NOFA 2. In coordination and agreement with the Subrecipient, the County will utilize the information below to inform and update the County's approved System of Record for key performance measures and project budget cost eligibility. Subrecipients will work with the County to ensure any edits and amendments to this Exhibit are subsequently reviewed and approved within the System of Record and/or under a formal amendment in accordance with the Agreement.

Project Activity Scope of Work Description ("Work")

The project entails the rehabilitation of 272 affordable family housing units situated within Renaissance Preserve Family and 120 RP Senior housing units, overseen by the Housing Authority of the City of Fort Myers. These units have been identified as requiring urgent repairs due to post-storm water intrusion issues and other damages incurred during Hurricane Ian. The primary goal is to restore the integrity and functionality of the housing complex while enhancing its resilience against future weather events. The scope of work includes the replacement of all roofs with metal materials and installation of essential components such as cabinets, countertops, non-functional appliances, water heaters, and dehumidifiers. Emphasis is placed on utilizing high-quality, durable, sustainable, and energy-efficient materials to ensure longevity and minimize maintenance costs over time as identified in severely impacted units. Hardening of roofs and replacement due to hurricane damage. All renovations will adhere to stringent standards, including compliance with the CPD Green Building Retrofit Checklist, energy efficiency guidelines, and both Florida Building Code and Lee County's Land Development Code requirements. Mold mitigation activities will also be conducted to ensure the health and safety of residents. By addressing these critical issues, the project aims to enhance the overall livability and sustainability of the housing complex. Moreover, the improved energy efficiency of the units will alleviate financial burdens for residents by reducing utility costs. The completion timeline for these activities is estimated at 9 months from the commencement of construction, ensuring timely delivery of upgraded housing facilities for the community's benefit.

Design and Approach: The projects will follow best practices to address mitigation, durable materials, and technology to address resiliency for the end users by:

- Incorporating FORTIFIED certifications for the roofing system replacement. The FORTIFIED construction method is a voluntary construction standard backed by decades of research, to help protect structures against severe weather events.
- Incorporating energy modeling to ensure replacements are consistent with the building energy needs based on best industry standards.
- Incorporating Energy Star Portfolio Manager for the benchmarking of Energy and Water to support operations and troubleshoot potential issues in each building.

EXHIBIT C
FINANCIAL AND GRANT MANAGEMENT SYSTEM BUDGET WORKSHEET

The information provided under this Exhibit is retrieved from the Subrecipient Agreement. In coordination and agreement with the Subrecipient, the County will utilize the information below to set up and encumber budget obligations within the County’s financial accounting system for the awarded CDBG-DR funds. Subrecipients will work with the County to ensure any edits and amendments to this Exhibit are subsequently reviewed and approved within the System of Record, financial accounting records, and/or under a formal amendment in accordance with the Agreement.

Financial and Grant Management System Budget Worksheet

As noted within the Agreement, the Subrecipient’s allocation of CDBG-DR funding for this project is broken down in the following manner:

	Most Impacted and Distressed (MID)
Activity Funds (Direct Project Costs)	\$8,447,718.00
Activity Delivery Funds	\$0
Total	\$8,447,718.00

EXHIBIT D
INDIRECT COST RATE ALLOCATION PLAN

The information provided under this Exhibit is retrieved from the Subrecipient Agreement and the Subrecipient's approved application in response to the NOFA 2. In coordination and agreement with the Subrecipient, the County will utilize the information below to set up and encumber budget obligations for an indirect cost rate within the County's financial accounting system. Subrecipients will work with the County to ensure any edits and amendments to this Exhibit are subsequently reviewed and approved within the System of Record, financial accounting records, and/or under a formal amendment in accordance with the Agreement.

Indirect Cost Rate Allocation Plan

Not Applicable

When applicable, documentation that supports the indirect cost rate and Activity Delivery Cost must be included under this Exhibit. The County is responsible for reviewing and approving the Subrecipient's indirect cost allocation plan or proposal included below. Calculated Modified Total Direct Costs (MTDCs) subject to a: Not applicable – an indirect cost rate will not be utilized or requested from the subrecipient under this Agreement.

See the plan or proposal above for further details and requirements of when the Subrecipient is set to receive indirect costs. The County also identifies financial data and information in Exhibit C for the Subrecipient's use in the submission of Payment Request Forms, Single Audits, and other reports which require the County's accounting of CDBG-DR funding through its financial system.

EXHIBIT E

PROJECTED PERFORMANCE MEASURES AND OUTCOMES FORM

The information provided under this Exhibit is retrieved from the Subrecipient Agreement and the Subrecipient's approved application in response to the Notice of Funding Availability for Affordable Housing Development & Preservation Program – Multifamily Rehabilitation. In coordination and agreement with the Subrecipient, the County will utilize the information below to set up detailed performance management goals for the Subrecipient to meet through implementing and completing the project.

The Subrecipient will report via the monthly activity report on how the project has progressed on reaching the target numbers of the projected performance measure(s). Subrecipients will work with the County to ensure any updates to this Exhibit are subsequently reviewed and approved within the System of Record in accordance with the Agreement.

Projected Performance Measures and Outcomes

When applicable, documentation which supports the performance measure(s) is taken from the Subrecipient's stated project scope of work ("projected outcomes"). The following table provides those measures which the Subrecipient must report performance on related to meeting performance goals:

Eligible Activity Type	Possible Performance Measures/Accomplishments	Projected Total
Rehabilitation/ reconstruction of residential structure	# Additional Attic/Roof Insulation	
	# Clothes washers replaced	
	# Dishwashers replaced	
	# Efficient AC added/replaced	
	# ELI Households (0-30% AMI)	
	# of Low Households (0-50% AMI)	
	# of Moderate Households (51-80% AMI)	
	# Energy Star Replacement Windows	
	# High efficiency heating plants	
	# Light Fixtures (indoors) replaced	
	# Light fixtures (outdoors) replaced	
	# Low flow showerheads	
	# Low flow toilets	
	# of Elevated Structures	
	# of Properties	
	# of Section 3 Labor Hours	
	# of Substantially Rehabilitated Units	
	# of Targeted Section 3 Labor Hours	
	# of Total Labor Hours	
	# Refrigerators replaced	
	# Replaced hot water heaters	
	# Replaced thermostats	
	# of Housing Units for 80% AMI or less	392
	# Sites re-used	
# Units deconstructed		
# Units exceeding Energy Star		
# Units with bus/rail access		
# Units with other green		

EXHIBIT F

APPLICATION

The information provided under this Exhibit is retrieved from the Developer's / Subrecipient's approved application in response to the Notice of Funding Availability for Affordable Housing Development & Preservation Program – Multifamily Rehabilitation. In coordination and agreement with the Developer / Subrecipient, the County will utilize the information below as a reference point to establish the original, approved conditions under which the original project was considered. The County will review this Exhibit when considering changes to the Agreement or other project details as outlined within the System of Record. Developers / Subrecipients will work with the County to ensure any edits and amendments to this Exhibit are subsequently reviewed and approved within the System of Record and/or under a formal amendment in accordance with the Agreement.

Application

Please see the following documentation below: The full, approved project application, submitted by the Developer / Subrecipient, for which this Agreement was completed. Supporting documentation submitted by the Developer / Subrecipient as part of the application process is incorporated by reference and is maintained within the System of Record. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:

1. Developer / Subrecipient Agreement
2. Notice of Funding Availability for Affordable Housing Development & Preservation Program – Multifamily Rehabilitation
3. Affordable Housing Development & Preservation Program Guidelines
4. Notice to Proceed
5. Developer's / Subrecipient's application in response to the Notice of Funding Availability



Lee County
Southwest Florida

Multifamily Affordable Housing Rehabilitation Program



Organization Information

- ▶ Organization Name: The Housing Authority of the City of Fort Myers
- ▶ Address: 4224 Renaissance Preserve Way Fort Myers, FL
33916-2310
- ▶ Organization Type: Public Housing Authority
- ▶ Telephone: (239) 344-3220
- ▶ Federal Employer ID #: 59-6072582
- ▶ Organization Website: hacfm.org
- ▶ Unique Entity Identifier: K3THGG24Z673

Authorized Organization Representative

- ▶ Name: Marcia Davis
- ▶ Title: Executive Director

Contact Person

- ▶ Name: Marcia Davis
- ▶ Title: Executive Director
- ▶ Email: marcia@hacfm.org
- ▶ Telephone: (239) 344-3221

Partner Organization

- ▶ Will your organization be partnering with any other organizations? No

Capacity to perform financial management and oversight

The Housing Authority of the City of Ft. Myers (HACFM) financial reporting and accounting procedures are reported under the HUD GAAP accounting systems for Asset Management. Each AMP, Grant, or property has its own general ledger and conforms to the Financial Data Schedule set up with HUD and CFDA reporting requirements as well as program reporting. There is no co-mingling of funds. Each program maintains a separate set of financial statements and balance sheets. HACFM currently uses the Scott Accounting Software System (SACS) for accounting transactions. We use Paycom for payroll and allocate time by projects/program. Monthly financial statements are generated by staff and approved by the Senior Advisor and the board is briefed monthly. All Programs including our nonprofit which is a blended component unit are reported in our financial data schedule to HUD and SACS.

Record Keeping—HACFM uses the best extent a paperless process. Since 2020, all HACFM financial transactions are paperless and attached to the individual financial general ledger transactions in SACS. This pertains to invoices, check copies, payroll, billing, bank reconciliations and journal entries. HACFM under 2 CFR 200 is required to follow a records retention schedule for documents. Anything that is not attached to our individual tenant records in SACS or financial data in SACS is placed in boxes and stored according to retention schedules. All Programs of the HACFM fall under the Agency's record keeping system. That includes new programs as well.

Auditing Requirements—HACFM is audited annually by an Independent Certified Public Accounting Firm that is reprocured every 5 years. The Audit is conducted in accordance with auditing standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States; and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). The final Audit is presented to the Board of Commissioners for their information prior to HUD submission. Due to the excess of \$750,00 federal fund receipts, the HACFM is subject to a single audit. Audits are due 9 months after the fiscal year end and submitted to HUD and the Federal Audit Clearing House.

Capacity to perform grant management functions as demonstrated through prior experience managing grants with in-house staff or with a grant management consultant

The Housing Authority of the City of Fort Myers has extensive experience in grant management as demonstrated through prior experience with in-house staff. The finance department has documentation on the management of 239 grants with a total funding amount of \$177,920,384.00. The following is a summary of the grants: 1) Operating Fund Award-166 Grants-Award of \$73,272,909.00-Disbursed \$72,464,226.00-Current Balance \$808,683.00. 2) Housing Counseling Award-4 Grants- Award o \$78,656.00-Disbursed \$78,656.00-Current Balance -\$0-. 3) Capital Fund Award-36 Grants- Award of \$40,339,143.00-Disbursed \$35,986,971.00-Current Balance \$4,352,171.00. 4) ROSS, FSS and Jobs Plus Award- 29 Grants-Award of \$6,169,676- Disbursed \$4,383,997.00-Current Balance\$1,785,679.00. 5) Choice Neighborhood Award- 3 Grants- Award of \$55,000,000.00-Disbursed \$23,162,489.00-Current Balance \$31,837,510.00. 6) CDBG



Award- 1 Grant- Award of \$3,000,000.00- Disbursed 0.00- Current Balance\$3,000,000.00. All grant funds were drawn-down timely and funds were expended by the end of the grant term. For those grants that are currently active, all grant funds are being drawn-down on schedule.

Capacity to comply with federal labor standards requirements as demonstrated through prior experience that were subject to DBRA/Labor Standards requirements.

The Housing Authority of the City of Fort Myers and its controlled affiliate nonprofit, the Southwest Florida Affordable Housing Choice Foundation, Inc. has extensive current and prior experience with DBRA/Labor Standards requirements. The Authority and its Nonprofit receive federal funds for new construction or substantially rehabilitation projects. Many federal laws that authorize federal assistance for construction through grants, loans, loan guarantees, insurance, and other methods are Davis-Bacon "Related Acts." The "Related Acts" include provisions that apply Davis-Bacon labor standards to most federally assisted construction. DBRA requires payment of prevailing wages on federally funded or assisted construction projects.

All federal funding for construction projects have DBRA/Labor Standards requirement in the contracts between the Housing Authority or its affiliate nonprofit and the federal funding agency. Then all construction contracts between the Housing Authority or its Affiliate nonprofit and subcontractors have all DBRA/Labor Standards requirements in them as well.

Basic Provisions/Requirements in all contracts include:

1. Contractors must pay laborers and mechanics working on the site of the work at least the locally prevailing wages (including fringe benefits), listed in the Davis-Bacon wage determination applicable to the contract, for the work performed. Davis-Bacon labor standards clauses must be included in covered contracts. The Davis-Bacon "prevailing wage" is the combination of the basic hourly rate and any fringe benefits listed in a Davis-Bacon wage determination. The contractor's obligation to pay at least the prevailing wage listed in the applicable wage determination can be met by paying each laborer and mechanic the applicable prevailing wage entirely as cash wages or by a combination of cash wages and employer-provided bona fide fringe benefits. Prevailing wages, including fringe benefits, must be paid for all hours worked on the site of the work.
2. Apprentices may be paid less than the rates listed in the applicable wage determination only when they are individually registered in an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department, and the terms of the apprenticeship program are met.
3. Contractors are required to pay covered workers weekly and submit weekly certified payroll records to the contracting agency. They are also required to post the applicable Davis-Bacon wage determination and the Davis-Bacon poster (WH-1321) on the work site in a prominent and accessible place where they can be easily seen by the workers.

Davis-Bacon wage determinations are published on the System for Award Management (SAM) website for contracting agencies to include them into covered contracts. The "prevailing wages" are determined based on wages paid to various classes of laborers and mechanics employed on specific types of construction projects in an area. Guidance on determining the type of construction, and when multiple wage determinations are

applicable to a project, is provided in All Agency Memoranda 130, 131 and 236.

Prior Experience with construction projects that are federally funded and subject to DBRA/Labor Standards requirements:

1. Renaissance Preserve (467 Units) 2. East Point Place (86 Units) 3. The Landings at East Point (126 Units) 4. Broadway Apartments (40 Units) 5. Covington Meadows (16 Units) 6. Stella Apartments (12 Units) 7. East Point Place (86 Units). 8. Landings at East Point (126 Units) 9. Coconut Cove I (8 units) 10. Coconut Cove II (3 Units) 11. Swanson Loop (60 Units).

Internal auditing capability

Internal Controls—HACFM follows GAAP Principles for Internal Control Procedures that include seven internal control procedures in accounting to minimize fraud, waste, and mismanagement. They include: 1) Separation of Duties: splitting responsibility for bookkeeping, deposits, reporting and auditing; 2) Access Controls: Access is controlled to different parts of the accounting system via passwords, ; 3) Physical Audits: Physical audits include hand-counting of petty cash and any physical assets tracked in the accounting system, such as inventory, material and tools; 4) Documentation: standardized documents are used for financial transactions, such as invoices, internal material requests, inventory receipts and travel expense reports-these documents maintain consistency overtime making it easier to review past records when searching for the source of discrepancy in the system; 5) Trial Balances: Uses a double entry accounting system adding reliability ensuring that the books are always balanced; 6) Reconciliations: The Authority reconciles balances in the accounting system with balances held by other entities, including banks, suppliers etc.; 7) Approval Authority: requisitions up to \$10,000 are approved by finance and Senior Advisor; requisitions above \$10,000 are approved by the Senior Advisor and Executive Director. All small and large procurement flows through our procurement department. All invoices are reviewed at site level and approved prior to payment, unless exempted. The Authority has dual control of check writing, one person enters, one person reviews, and the Executive Director and Board Chair Authorizes Payment.

Administrative staffing

The Housing Authority of the City of Fort Myers will have 13 key administrative staff involved in the implementation of the CDBG-DR Grant and brings extensive, strong experience in property rehabilitation and grant management. The Following is a list of all staff, their responsibilities and their experience: Marcia Davis: Executive Director & CEO of Housing Authority of the City of Fort Myers and the SW FL Affordable Housing Choice Foundation, Inc. Marcia will have the overall responsibility of the grant and she will lead the team. Her experience includes: 1) Leading and directing all housing authority operations and development activities in support of agency strategic plan and mission; 2) Responsible for annual operating budget of \$30 million and nonprofit agency; 3) Oversee agency staff consisting of 60 employees; 4) Awarded two successful LIHTC applications in the past two years 5) Planned and executed redevelopment of four public housing properties, acquired additional units, and acquired land to further affordable housing



development; 5) Successfully obtained local government and private sector leverage totaling over \$360 million for the transformation of the Dunbar Community. 6) Grew nonprofit development entity with cash reserves, self-sustaining capital reserves, and increased capacities by providing development services to other agencies in the state of Florida.

Desi L. Wynter, Chief Real Estate Officer will oversee the serve as the Executive Director's point person of the CDBG-DR Grant to accomplish project objectives. Desi is skilled at large scale projects and had led multi-million dollar development projects and has selected and managed a cross function team of architects, engineers, surveyors, appraisers, lenders, attorneys, and contractors Her experience includes: Organizational Leadership; Strategic Planning, & Program Development; Financial Management and Budgeting; Real Estate Development & Finance; Resource Development and Grant Writing; Employee Supervision and Training & Coaching; Project Management.; Citizen Engagement; Municipality Relations; and, Compliance in regulated programs.

Sieglinde Chambliss-Senior Advisor will oversee the budgeting and accounting processes for the CDBG-DR Grant. Sieglinde's experience includes: Successful record in Financial, grants, and contract management including pre-, post, and close-out award management; responsible for major portfolios of Federally appropriated and non-appropriated funds management including minor capital projects and major construction funds; Experience in simple to complex agency or organizational budgets, project based-budgeting, performance-based budgeting, asset management, line item budget and zero based budgeting; Hands on experience with capital planning and implementation, mixed financing and LIHTC deals, non-profit and governmental accounting; maintain full compliance with all cost principles 2 CFR 200; and expertise with OMB Circular A-133, audit procedures, Federal Acquisition rules and Federal, State, and local laws.

Brian S. Evans-Financial Director is responsible for all finance and accounting functions for the Agency. Brian's expertise includes: Currently, responsibility for \$22M operating budget and over \$52.7M in revenues in over 43 funds; Responsible for budgeting, general ledger, accounts payable/receivable, Federal reporting, audit and non-profit tax filing; and, involved in all programmatic and policy decisions.

Jennifer Feliciano, MPA, MSA-Senior Accountant. Jennifer is responsible for the following: 1) Prepares asset, liability, and capital account entries by compiling and analyzing account information; 2) Prepares, examines, and analyzes accounting records, financial statements, or other financial reports to assess accuracy, completeness, and conformance to reporting and procedural standards related to all authority accounts; 3) Performs a variety of general ledger duties such as bank reconciliations, preparing and posting journal entries, balancing general ledgers, inter-company funds and check processing for multiple entities, programs and grants on the accrual basis of accounting; 4) Prepares and posts all journal entries as part of the general ledger reconciliation and cash book entries by compiling and analyzing account information. Timely reimburses inter-company for funds owed; 5) Prepares and sends business-related correspondence including accounts receivable owed from outside entities; 6) Enters budgets and monitors lines; 7) Assists with Accounts Payables as needed or directed; 8) Reconciles all grant activity and prepares reports to support draw down from the HUD LOCCs system. Requests funds after approval. 9) Reconciles financial discrepancies by collecting and analyzing account information; 10) Reconciles grant activity and updates budget to actual documents and prepares documentation for reimbursement and/or close out. 11) Summarizes current financial status by collecting information; preparing balance sheet, profit and loss statements and other reports; 12) Maintains the fixed asset and inventory system and prepares necessary entries. 13) Substantiates financial transactions by auditing documents and assists with the annual external A133 audit and 990 Tax Return;

13) Maintains accounting controls by preparing and recommending policies and procedures; 14) Maintains cell phone inventory and assignments; 15) Guides department employees by coordinating activities and answering questions; 16) Maintains financial security by following internal controls; 17) Maintains HUD reporting including VMS, Obligations and Expenditures, other Grant reporting; 18) Answers accounting procedure questions by researching and interpreting accounting policy and regulations; 19) Trains and supports Accounts Payable Activity for the agency; 20) Complies with federal, state, and local financial legal requirements by studying existing and new legislation, enforcing adherence to requirements, and advising management on needed actions; 21) Maintains customer confidence and protects operations by keeping financial information confidential; 22) Maintains professional and technical knowledge by attending educational workshops; reviewing professional publications; establishing personal networks; participating in professional societies; 23) Assists Director of Finance during year-end, audit and other activity as needed; 24) Contributes to team effort by accomplishing all task and goals; 25) Performs other related duties as assigned.

Cathreine D. Lamberg, EdD-Chief Operations Officer. Catherine will have oversight responsibilities for the administrative staff that are assigned duties under the grant. Catherine's expertise includes: Project Management; Property Management; Business Strategy Planning; Procurement and Compliance; Public Administration; Public Presentations; Staff Supervision and Management; Budgeting and Fiscal Management; Monitoring Evaluation and Growth; Contract Administration; Technical Report Writing; and Internal and External Training.

Barbie Hourihan ARM, CAM, SCHM, C3P, SPO, FHC-Director of Asset Management including the property included in this grant application. Barbie's responsibilities are as follows: 1) Ensuring the long-term financial health, physical quality, and regulation/statutory compliance of the HA's physical assets; 2) Directs, supervises, and manages Federal Public Housing, Project Based Section 8, and Section 42 (LIHTC); 3) Conducts quality control internal file audits, including MOR; 4) Supports staff development and compliance at asset managed communities; 5) Financial oversight including budgets, daily operations, and narratives; 6) Personnel supervision and training; 7) REAC readiness; 8) Coordination with other departments to execute plans or implement services; 9) Understanding and compliance with all federal, state, and local rules and regulations, as well as agency's rules and regulations

Sharitza Lopez-Rodriques- Director of Legal Operations and Compliance. Sharitza serves as the Housing Authority's legal coordinator on all legal matters relating to the Housing Authority's operations, programs and activities. This includes, but is not limited to, the Housing Authority's Public Housing and Section 8 programs, real estate acquisition, disposition and redevelopment activities, asset management, litigation management, contracting and public entity law and governance. Sharitza's Responsibilities Include: Coordinates legal opinions, legal interpretations, and recommendations to the Housing Authority's executive staff, senior management and Board of Commissioners relating to Housing Authority operations. • Reviews and approves staff reports and proposed resolutions to the Housing Authority's Board of Commissioners. • Assumes responsibility for general corporate governance, including but not limited to maintaining, updating and ensuring compliance with corporate formation documents and other related filings for the Housing Authority and its affiliated agencies; and providing counsel at Board of Commissioner meetings in conformance with the Sunshine law and other applicable regulations. • Assumes responsibility for ensuring that the programs and activities of the Housing Authority are conducted in compliance with applicable laws, statutes, codes, and regulations. • Recognizes potential and actual conflicts of interest under state and federal laws, rules, regulations, and programs and investigates the same up to and including resolution with appropriate sensitivity and use of external counsel and other resources

where warranted. • Coordinates with outside counsel on the merits of court cases, regulatory inquiries, and other legal actions filed against or on behalf of the Housing Authority; works with the appropriate executives to define strategic positions and/or defenses; recommends settlements of disputes where warranted. • Participates in the development of Housing Authority policies, procedures, and related business documents. Advises the Board of Commissioners, executive staff and senior management on legal matters related to governance and the policies, programs, and projects of the Housing Authority. • Negotiates complex and sensitive contracts, agreements, and settlements on behalf of the Housing Authority which are consistent with Housing Authority's interests, law, and relevant rules of professional responsibility. • Provides legal support on a broad variety of real estate and financing transactions. • Provides legal support for tenant violations and evictions. • Files evictions on behalf of HACFM and Affiliates where applicable. • Identifies, analyzes, and responds appropriately to risks which have legal implications that may adversely affect realization of the Housing Authority's business objectives; advises executives and managers regarding the legal aspects of their exposure to identified risks; liaises with the Housing Authority's risk manager regarding risk management. • Assures adequate and appropriate systems and processes are in place to identify compliance violations; advises executives and managers regarding the legal aspects of their compliance systems, exposure, and decisions. • Collaborates with executive staff, managers, -, stakeholders and external legal counsel, as appropriate, to identify and mitigate against legal risks, comply with state and federal laws, rules and regulations, and adopt and improve policies, procedures and practices. • Identifies needs and develops training programs and activities for the purpose of keeping executives, managers and staff informed of the latest changes in the law and developing best practices within the industry. • Develops a clearly understood framework for legal policies and practices within the Housing Authority. • Regularly attends meetings of the Board of Commissioners to coordinate with outside counsel for legal analysis and advice on legal and procedural matters, including but not limited to Sunshine Law compliance. • Oversees legal work performed in connection with the Authority's public agency administrative functions (e.g., public records requests, administrative hearings, etc.). • Oversees the selection, retention, management, and evaluation of outside counsel in conformity with applicable state and federal procurement requirements. • Establishes, manages, and ensures compliance with the budget for outside legal services. • Functions as an integral partner within the CEO and senior leadership team.

Maria Green- Management Analyst-Grants/Real Estate- Maria performs accounting and related financial functions for the Authority's real estate activities to ensure compliance with funding agreements. She works with regulatory funding sources, contracts, agreements, applications of real estate financing, budgeting, and program operation. Maria's responsibilities include: 1) set up, manage and maintain a financial accounting, reporting, and record-keeping system for all agency grants by Generally Accepted Accounting Principles (GAAP) and Government Board (GASB), adhering to OMB A-133 and HUD budget guidance; 2) Perform general grant management and oversight for the Department of Housing and Urban Development (HUD) Choice Neighborhoods Initiative (CNI) and other state and local grants, including preparing reports and audits and creating and maintaining compliance documents; 3) Manage accounts payable and receivable activity for all grants. Review, approve and code all expenses related to the grant(s) to ensure proper adherence to Federal, state and local budget guidance--process invoices for payment. Prepare invoices and requests for payment reimbursement to respective funding agencies. Identify and address errors and inconsistencies and ensure resolution through communication, follow-up and due diligence; 4) Analyzes grant funding contracts to ensure proper execution and adherence; 5) Analyze existing and proposed project funding resources and developer proforma spreadsheet relating to their impact on projects' actual to-budget financial reporting and forecasting; Addresses and resolves all inconsistencies and anomalies; 6) Compiles, analyzes, and prepares statistical reports,

project progress reports, and financial status reports; 7) Reviews all grant expenses to ensure accuracy and compliance with the Department of Housing and Urban Development's (HUD) budget guidance before payment processing; 8) Monitors and reconciles grant expenses with agencies' finance departments to ensure accuracy for Line of Credit Control System (LOCCS) Drawdown of Funds. Prepares the yearly updates to the LOCCS budget for review and submission to HUD; 9) Monitors grant outcomes for continuity with the preparation of Federal, state, and local reports (Monthly, quarterly, annually); 10) Assists with managing other assigned Agency projects from start-up to completion, including conducting necessary due diligence for potential development opportunities, resident consultation, and relocation; 11) Communicates effectively with project team members and other Agency staff on assigned project activities. Supports managers and staff in the research, analysis, implementation and monitoring of programs and activities.

Emily Young SHRM-CP, Human Resource Manager-Emily's responsibilities include: • Acts as the subject matter expert for our HRIS system, forecast and implement improvements to better fit the needs of our organization. • Manages full cycle employee and organization data within HRIS system. • Strategizes improvement to the talent acquisition process while serving as a key participant in all recruiting, interviewing, onboarding, and orientation. • Increased staffing for the agency by 30% over 12 months and establishes strategies to increase retention rates. • Administers employee benefits programs for all employees to include open enrollment. • Provides guidance and coaching to leaders on HR matters to ensure compliance with policies, procedures, federal, state, and local laws. • Processes biweekly payroll. Manages all workers' compensation reports and claims. • Developed and serves as a member of our health and wellness committee. • Maintains revisions of employee handbook along with implementation of new or updated policies and/or procedures. • Drives employee engagement, training and development within agency to foster an environment of growth, employee satisfaction and goal achievement. • Manages FMLA and ADA. • Collaborates with senior leadership on biennial compensation surveys, salary scale, and research for benefit plan improvement. • Develops competencies specific to positions for the evaluation process.

Diana Giraldo- President/Chief Creative Officer-Community Development Reimagined. Diana's expertise is in Green Building Standards and Sustainability Building Solutions. Diana's Certifications and Licenses include: LEED AP (Leadership in Energy & Environmental Design) GGP (Green Globes Professional) NGBS Verifier (National Green Building Standard) Certified Building Official Building Plans Examiner/Inspector (ICC and DBPR) Sustainable Communities Leadership Professional (Extension Professionals Network) Stormwater Management Inspector Placemaking Certified Professional

Diana is a strategic urbanist for sustainable development planning assessments, resiliency and sustainability plans, green building certifications, sustainable operations and maintenance, community engagement, vision plans, placemaking, walkability, engagement, community health, well-being, socio-economic development, and public/private partnerships. Experience of over 25 years in government, residential, and commercial fields, implementing best practices aimed to improve the efficiency of projects, with sustainability, and resiliency approaches.

Craig Stuart Ellis- Project Manager-FEMA Disaster Recovery and Business Continuity. Craig's responsibilities include: • Acting as the single point of contact for all Disaster Recovery items • Established the framework from the Disaster Recovery Program (DRP). • Developed the corporate guidelines establishing authority and approval for recovery with FEMA and State of Florida Emergency Management. • Developed and implemented multiple tracking workbooks and documents establishing recovery tracking, plan

development including audit considerations and requirements, replication status, technical detail analysis collection, and GAP identification, and tracking procedures. • Document and monitor build out infrastructure and recovery procedures as appropriate. • Ensured up to date information and procedures. • Presented disaster recovery updates to peers, chairmen, and members of the board. CDBG-DR Project Manager is vacant and will be hired upon grant award. The Project Mangers responsibilities will include: • Lead a scope of projects including establishing and managing project timelines and milestones. • Identify potential problems and adjust if required. • Coordinate outside vendors as necessary to ensure the projects are delivered on time and on budget. • Intermediary between partners (insurance, risk manager, outside consultants and federal agencies) • Monitor budgets to ensure costs do not exceed project budget. • Make recommendations regarding when additional resources are required to ensure timely project completion. • Knowledge of HUD Regulations and applicable Building Codes • Perform field inspections of housing authority sites to ensure compliance with plans and specifications. • Develop Scope of Work and specifications for use in proposal solicitation and contract documents • Obtain and review quotes to meet project needs. • Prepare cost estimates to determine project feasibility for budget recommendations. • Communicate eloquently to effectively provide clear information for project completeness. • Document Review and Compilation for special projects • Assist in reviewing bids, evaluating proposals, and selection of contractor. • Review remediation and reconstruction plans and drawings by reading and interpreting plans, specifications, codes and ordinances. • Enforce the general conditions of assigned contracts by controlling schedule, cost, changes and quality of work and materials. • Work productivity and quality including technical knowledge in the field of emergency management. • Construction Monitoring and Project Completeness • Coordinate the approval process for materials and supplies. • Submittals and progress schedule review and approval • Review written and graphic materials such as architectural drawings, zoning maps, project specifications, utility plans, electrical drawings, and field reports to assure compliance with local regulatory codes and ordinances, HUD regulations and building codes. • Prepare inspection and field reports, progress estimates and punch list items for project close out. • Review, evaluate and approve all requests for payment. • Assist in solving problems at properties by determining cause and designing solutions.

Knowledge of Federal, State and Lee County procurement and contracting requirements

All public housing agencies (PHAs) must have written, up-to-date procurement policies and procedures that follow applicable federal, state, and local laws and regulations in place. They must maintain a contract administration system and a written Code of Standards of conduct governing performance in the award and administration of contracts. In addition, PHAs are required to have an administrative process to manage all procurement and contracting activities. Typically, the Code of Standards is outlined in the procurement policy. It applies to not only the PHA's employees, but also to all board members and their relatives and partners. Other sources of PHA procurement regulations include PIH notices, as well as state and local laws. The PHA should follow the more stringent of the federal, state, and local laws.

The Housing Authority of the City of Fort Myers has a Procurement policy that was updated December 29, 2021. The relevant Procurement Policy sections includes in Part 1: Purpose, Function, Ethics and Conflict of Interest. And, Part 2 Procurement Procedures includes: Staff Responsibilities, Summary/Rules, Procurement Methods,



Procurement Thresholds and Contract Authority, Micro-Purchases for Construction/Maintenance, Small Purchases \$3,000-\$99,999, Formal Purchases over \$100,000, Amendments/Change Orders, Insurance, Davis Bacon, Contract Terms, Contract Administration and Monitoring, Contract Close-out, IFB/RFP/RFQ Openings, Bid Modifications, Award of Contract, Aggrievance's or Protest, Section 3, MBE/WBE Minority Businesses.

The Housing Authority of the City of Fort Myers has a procurement staff that have been trained in procurement Federal, State and Local regulations.

2 CFR 200 knowledge

2 CFR 200 establishes Uniform Administrative requirements, cost principles and audit requirements for federal awards to non-federal entities. The Housing Authority of the City of Fort Myers has extensive knowledge with 2 CFR 200 as the Authority is required to operate under the regulations. The authority is responsible for efficient and effective administration of grant awards through use of sound management practices; and administering Federal funds in compliance with agreements, program objectives, and the terms and conditions of the Federal award. As well as employing sound organization and management techniques to assure proper and efficient administration of the award, in recognition of the Authority's own unique combination of staff, facilities, and experience. The Authority's strategies for fund grants management comprise of monitoring, accountability, risk management and transparency. The Authority's internal systems are set up for grant management and are comprised of the following: Internal controls; budget management and grant modification; payments and cash management; cost principles and cost classification; match and leveraged resources; cost allocation and indirect costs; advanced cost allocation: cost allocation plans, indirect cost rate agreements, and De Minimis; property management: equipment, supplies and intangibles; real property and leases; subrecipient management; monitoring and oversight; financial reporting; personnel and fringe benefits; complaints, grievances, and incident reporting; procurement standards and methods; procurement and contract administration; audit and audit resolution; records management; and closeout and post closeout. The Housing Authority of the City of Fort Myers operates through policies and procedures for the accounting system, budget controls and modifications, chart of accounts, receivables, payables, approvals, documentation, audits and resolution, small purchase process, drawdowns & cash management, bank reconciliation, program income, interest income, human resources-hiring and selection, compensation and fringe benefits, complaints/grievances, cost policies-allowable, staff travel, participant/program services, purchasing, procurement, monitoring, incident reporting, property/equipment, record retention, match and leverage resources, reporting (financial and performance) internal controls, segregation of duties and policies and procedures for the Board.

Sieglinde Chamblis, Senior Advisor of the Housing Authority of the City of Fort Myers brings expertise and ensures full compliance with all cost principles 2 CFR 200; and has expertise with OMB Circular A-133, audit procedures, Federal Acquisition rules and Federal, State, and local laws.

Monitoring and control of timely expenditure of funds



The Housing Authority of the City of Fort Myers will be hiring a Project Manager and along with the Finance Department will monitor and control timely expenditure of funds. A Monitoring Plan will be developed specifically for the CDBG-DR awarded grant to ensure the Authority's performance and compliance with the requirements in the agreement. Types of monitoring will be the following: 1) Fiscal- which will determine if funds have been accounted for and used appropriately by the Authority. And 2) Programmatic- determines compliance with terms and conditions, and service delivery related requirements. Monitoring is an ongoing process that will be both interactive and proactive. The Monitoring Plan will be a critical element of the contract, because it will play a major role in all areas of the project, including: 1) allowable activities, allowable costs, payments, monitoring, auditing and close-out; 2) Established blueprint for work to be accomplished; 3) Provides details for implementing the project; 4) Provides documentation requirements; 5) Foundation of accountability; 6) States in detail all required tasks/services; 7) Provides specific instructions regarding how work is to be accomplished; 7) Specifies documentation required to evidence efforts and successful performance. The Monitoring Plan is also designed to catch questionable transactions and red flags for the prevention of fraud.

Certify to understanding that Davis Bacon and Related Acts apply and project costs must be based on paying laborers and mechanics federal prevailing wages, as published by DOL. The then-current wage rates must be attached to the construction contract and accepted by the general contractor prior to loan closing

The Housing Authority of the City of Fort Myers has attached a signed certification to this grant application understanding that Davis Bacon and Related Acts apply and project costs must be based on paying laborers and mechanics federal prevailing wages, as published by DOL. The then-current wage rates must be attached to the construction contract and accepted by the general contractor prior to loan closing.

Certify to understanding that no choice limiting actions, including, but not limited to, physical work or activity, may start until environmental clearance is obtained. All prohibitions regarding 'choice limiting actions' will apply, rendering the award void and applicant ineligible for award. Projects with multiple environmental issues which cannot be addressed timely and cost-effectively will cause the award of CDBG-DR Funds to be canceled. Projects may proceed to secure all Environmental Site Assessment reports prior to award and prior to closing

The Housing Authority of the City of Fort Myers has attached a signed certification to this grant application understanding that no choice limiting actions, including, but not limited to, physical work or activity, may start until environmental clearance is obtained. All prohibitions regarding 'choice limiting actions' will apply, rendering the award void and applicant ineligible for award. Projects with multiple environmental issues which cannot be addressed timely and cost-effectively will cause the award of CDBG-DR Funds to be canceled. Projects may proceed to secure all Environmental Site Assessment reports



prior to award and prior to closing.

Certify to take affirmative steps taken to ensure good faith effort outreach to small, minority, women and veteran-owned business to be included in all solicitation opportunities (procurement of services and goods) and documenting efforts and procurement opportunities

The Housing Authority of the City of Fort Myers has attached a signed certification to this grant application to take affirmative steps taken to ensure good faith effort outreach to small, minority, women and veteran-owned business to be included in all solicitation opportunities (procurement of services and goods) and documenting efforts and procurement opportunities.

Certify, to the greatest extent feasible, to provide employment opportunities and training to low- and very low-income persons, especially targeted recipients of government assistance for housing or YouthBuild participants and that reside within proximity to the project/service area, and to certified Section 3 businesses that comply with statutory regulations found at 24 CFR Part 75

The Housing Authority of the City of Fort Myers has attached a signed certification to this grant application to the greatest extent feasible, to provide employment opportunities and training to low- and very low-income persons, especially targeted recipients of government assistance for housing or YouthBuild participants and that reside within proximity to the project/service area, and to certified Section 3 businesses that comply with statutory regulations found at 24 CFR Part 75.



Project Information

- ▶ Project Name: Renaissance Preserve Family /Senior
- ▶ Address: 4224 Renaissance Preserve Way Fort Myers, FL 33916-2310

Location Values

Item	Total Amount
Total Number of Housing Units in Project Location	392.00
Number of Housing Units Needing Rehabilitation	392.00
Total Project Cost	\$10,545,752.00
Total CDBG-DR Funding Requested	\$8,447,718.00

- ▶ Is the Project a Low-Income Housing Tax Credit Project? Yes
- ▶ Is the Project located within the 100-year floodplain? No

Is the Project located within the 100-year floodplain, please provide a description of how the project will comply with HUD CDBG-DR regulations and requirements of housing built within the 100-year floodplain



Target Service Location

- | | |
|--|--|
| <input type="checkbox"/> City of Cape Coral | <input type="checkbox"/> Town of Fort Myers Beach |
| <input checked="" type="checkbox"/> City of Fort Myers | <input type="checkbox"/> Village of Estero |
| <input type="checkbox"/> City of Bonita Springs | <input type="checkbox"/> Unincorporated Lee County |
| <input type="checkbox"/> City of Sanibel | |



The scope and projected outcome(s) of the project

The project entails the rehabilitation of 272 affordable family housing units situated within Renaissance Preserve Family and 120 RP Senior housing units, overseen by the Housing Authority of the City of Fort Myers. These units have been identified as requiring urgent repairs due to post-storm water intrusion issues and other damages incurred during Hurricane Ian. The primary goal is to restore the integrity and functionality of the housing complex while enhancing its resilience against future weather events.

The scope of work includes the replacement of all roofs with metal materials and installation of essential components such as cabinets, countertops, non-functional appliances, water heaters, and dehumidifiers. Emphasis is placed on utilizing high-quality, durable, sustainable, and energy-efficient materials to ensure longevity and minimize maintenance costs over time as identified in severely impacted units. Hardening of roofs and replacement due to hurricane damage.

All renovations will adhere to stringent standards, including compliance with the CPD Green Building Retrofit Checklist, energy efficiency guidelines, and both Florida Building Code and Lee County’s Land Development Code requirements. Mold mitigation activities will also be conducted to ensure the health and safety of residents.

By addressing these critical issues, the project aims to enhance the overall livability and sustainability of the housing complex. Moreover, the improved energy efficiency of the units will alleviate financial burdens for residents by reducing utility costs. The completion timeline for these activities is estimated at 9 months from the commencement of construction, ensuring timely delivery of upgraded housing facilities for the community's benefit.

The total cost of the project and leveraged funding sources already committed to the project

HACFM/SWFL Affordable Housing Choice Foundation has committed the following to the project: Other Federal Funds - Mold Mitigation /Hazard Grant funds - \$880,000 for the family units Insurance Proceeds -\$1,218,034 for the family units

A description and justification of proposed costs

We have procured construction management firms for estimating, insurance adjusters' reports, and performed inhouse ICE.

A description of the timeframe, dependencies, and methods for obligating grant funds, and how the applicant plans to ensure funds are spent timely. A description of how the applicant will address and control for dependencies,



if applicable

Construction activities are estimated to be completed within 9 months from the start of construction. This timeline includes all necessary activities for the rehabilitation of 392 affordable housing units within Renaissance Preserve Family.

The project's success relies on various dependencies, including securing necessary permits and Notices of Commencement, timely procurement of materials, and adherence to regulatory compliance. Additionally, coordination with external stakeholders such as utility providers and regulatory agencies may impact project timelines.

Grant funds will be allocated judiciously to cover expenses related to materials procurement, labor costs, permit fees, and other project-related expenditures. HACFM will follow a transparent and accountable financial management process, ensuring that grant funds are used exclusively for approved activities in accordance with CDBG-DR rules and regulations.

HACFM plans to implement a rigorous monitoring and reporting system to track the utilization of grant funds. Regular financial audits and progress assessments will be conducted to ensure that expenditures align with the project timeline and budgetary allocations. Any deviations or delays will be promptly addressed, and corrective actions will be taken to mitigate risks and ensure timely fund utilization.

HACFM will proactively identify potential dependencies and risks throughout the project lifecycle. Comprehensive risk assessments will be conducted to anticipate and mitigate any factors that could impede project progress. Clear communication channels will be established to address dependencies effectively and implement contingency plans when necessary. Additionally, the project team will maintain flexibility and adaptability to address unforeseen challenges and ensure timely completion of project milestones.

Evidence of readiness to proceed. (Completion of zoning/planning approvals [if required]; commitment of all other funding sources; construction/permanent financing commitments; final architectural/engineering drawings; environmental reviews or other pre-development procurement)

Submission of permitting will commence July 2024 and the City of Fort Myers has an expedited process for affordable housing projects.

Anticipation of Notice of Commencement is September 2024 with a 9-month completion in May 2025.

A description of what professional and construction services will need to procure for the project and how the organization will complete the procurement in compliance with 2 CFR 200



September 2023, in accordance with our procurement policy and HUD procurement standards, we issued an RFQ for Construction Management Services and have Board approved, procured, and qualified firms to perform services. This step is intended to expedite the project timeline.

The organization's plan to meet affordability period requirements, include ongoing maintenance and operating expenses

Currently, the Renaissance Preserve Senior is an expiring LIHTC development, we are in the process of recapitalizing to generate additional equity for the 96 units of ACC (public housing subsidy) and 24 LIHTC units). Renaissance Preserve Family phases are existing LIHTC in various years of compliance with FHFC. In additional, all phases are subject to a 99-year ground lease and use agreements to ensure affordability long term beyond 20 years. As evidenced in proforma, each phase has unique challenges, however, we are required to maintain the housing units to a high standard through compliance period and HUD's affordability periods.

The proposed unit mix after rehabilitation and rents to be charged

The unit mix after the rehabilitation of the project will remain at 392 units. The rents to be charges will be no more than 30% of each family's Adjusted Gross Income. All units have housing subsidy attached to the units.

The proposed timeline for affordability (minimum 20-years), and structure for repayment of CDBG-DR funds

All phases are currently in a tax credit compliance period and suffered damage through the hurricane. We are proposing this to be a grant to ensure hardening of roofs and mold mitigation as it relates to water intrusion from the roofs. All units will be subject to a 99-year ground lease and affordability restrictions due to low-income tax credits and HUD's original financing through the HOPE VI program.

A description of steps that will be taken to assure that small, minority and woman owned businesses have the opportunity to provide supplies, equipment, construction and services and maintain the proper solicitation documentation

The steps the Housing Authority of the City of Fort Myers takes to assure that it is in compliance with Federal regulations, both CDBG and non-CDBG, to make every effort to use local business firms and contract with small, minority-owned, and/or women-owned businesses in the procurement process.

The Authority takes affirmative steps to use small firms, minority-owned firms, women-owned firms, or labor surplus area firms in CDBG-financed activities (2 CFR 200.321). Affirmative efforts are as follows: • Placing businesses on solicitation lists as potential sources (2 CFR 200.321(b) (1)). • Ensuring that such businesses are solicited as potential sources (2 CFR 200.321(b)(2)). • Dividing total requirements and/or delivery schedules into smaller tasks, when economically feasible, to permit maximum participation of such businesses (2 CFR 200.321(b)(3) and (4)). • Requiring prime contractors, when subcontracts are let, to take affirmative steps to contract with these firms (2 CFR 200.321(b)(6)). • Section 3 of the Housing and Community Development Act of 1968, requires that subrecipients make reasonable efforts to award contracts for construction-related work to be performed by eligible business concerns located in or owned by residents of the target area. The purpose of Section 3 is to ensure that low- and very low-income persons, especially recipients of housing assistance, receive maximum benefit from the employment and other economic opportunities generated by CDBG-assisted activities (see 24 CFR 570.607(b)).

The organization's plan to the greatest extent feasible, provide opportunities and training to low- and very low-income persons, especially recipients of government assistance for housing, and to businesses that provide economic opportunities to low- and very low-income persons and comply with Section 3 requirements outlined in 24 CFR Part 75

HUD updated the regulations under Section 3. The Housing Authority of the City of Fort Myers has updated its Section 3 plan September 24, 2023 in accordance with the Final Rule of Section 3 regulations, at 24 CFR Part 75 (the new rule), which was published on September 29, 2020, and became effective on November 30, 2020. The new rule updated HUD's Section 3 regulations by reducing regulatory burden and incentivizing employers to retain and invest in low- and very low-income workers. The new rule streamlined reporting requirements and provided program specific oversight while simplifying the administrative responsibility. Updates were included in HUD's PIH Notice 2022-10, issued April 18, 2022

Section 3 is a provision of the Housing and Urban Development Act of 1968 (12 U.S.C 1701u) that is regulated by the provision of 24 CFR 75. Section 3 regulations ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

The Section 3 Plan explains The Housing Authority of the City of Fort Myers (HACFM) policies on the opportunities offered to low-income persons and describes any criteria or standards pertaining to HUD's recommended policies. The HACFM will, to the greatest extent feasible, attempt to offer training and employment skills building programs for the residents of public housing in Fort Myers, and will make a good faith effort to recruit as

many lower income residents as possible for employment and instructional positions, and contract opportunities to provide economic opportunities for area residents and area business concerns, in accordance with Section 3 of the Housing and Urban Development (HUD) Act of 1968.

Specifically, the Authority's Section 3 Plan's policies for CERTIFICATION OF PRIORITIZATION OF EFFORT FOR EMPLOYMENT, TRAINING, AND CONTRACTING, 24 CFR 75.9, 24 CFR 75.19 are as follows:

1. EMPLOYMENT AND TRAINING under The HACFM's Section 3 Program, contractors and subcontractors should make their best efforts to provide employment and training opportunities to Section 3 workers in the priority order listed below:

(For public housing financial assistance)

- 1) To residents of the public housing projects for which the public housing financial assistance is expended;
- 2) To residents of other public housing projects managed by the PHA that is providing the assistance or for residents of Section 8-assisted housing managed by the PHA;
- 3) To participants in FSS and ROSS programs; and
- 4) To low- and very low-income people residing within the metropolitan area (or nonmetropolitan county) in which assistance is expended.

(For housing and community development financial assistance)

Provide employment and training opportunities to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is, in the priority order listed below:

- 1) Section 3 workers residing within the service area or the neighborhood of the project, and
- 2) Participants in FSS and ROSS programs.

Contractors and subcontractors will be required to certify that they will and have made their best efforts to follow the prioritization of effort requirements prior to the beginning work and after work is completed.

Under The HACFM's Section 3 Program, contractors and subcontractors must make their best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers in the following order or priority:

(For public housing financial assistance)

- 1) Section 3 business concerns that provide economic opportunities for residents of public housing projects for which the assistance is provided.
- 2) Section 3 business concerns that provide economic opportunities for residents of other public housing projects or Section-8 assisted housing managed by the PHA that is providing assistance. 3) FSS and ROSS programs; and
- 4) Section 3 business concerns that provide economic opportunities to Section 3 workers

residing within the metropolitan area (or nonmetropolitan county) in which the assistance is provided. (For housing and community development financial assistance)

1) Business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which assistance is, in the following order of priority (where feasible):

a) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project; and

b) FSS and ROSS programs. Contractors and subcontractors will be required to certify that they will and have made their best efforts to follow the prioritization of effort requirements prior to beginning work and after work is completed.

The Housing Authority of the City of Fort Myers has reasonable level of success in the recruitment, employment, and utilization of Section 3 businesses, residents and other eligible persons and subcontractors. Records are actively being retained to demonstrate outreach efforts and continued efforts to meet Section 3 requirements will be ongoing throughout the project lifecycle.

A description of how the project will comply with Davis Bacon and Related Acts

Coverage-The DBRA requires payment of prevailing wages on federally funded or assisted construction projects. The Housing Authority of the City of Fort Myers must comply with the Davis-Bacon Act and its requirements are written into all of the Authorities construction projects.

The U.S. Department of Housing and Urban Development and specifically for this application, the Community Development of 1974 that authorize federal assistance for construction through grants, loans, loan guarantees, insurance, and other methods are Davis-Bacon "Related Acts."

Basic Provisions/Requirements- The Housing Authority of the City of Fort Myers requires that all Contractors must pay laborers and mechanics working on the site of the work at least the locally prevailing wages (including fringe benefits), listed in the Davis-Bacon wage determination applicable to the contract, for the work performed. Davis-Bacon labor standards clauses must be included in covered contracts.

The Davis-Bacon "prevailing wage" is the combination of the basic hourly rate and any fringe benefits listed in a Davis-Bacon wage determination. The contractor's obligation to pay at least the prevailing wage listed in the applicable wage determination can be met by paying each laborer and mechanic the applicable prevailing wage entirely as cash wages or by a combination of cash wages and employer-provided bona fide fringe benefits. Prevailing wages, including fringe benefits, must be paid for all hours worked on the site of the work.

Apprentices may be paid less than the rates listed in the applicable wage determination only when they are individually registered in an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department, and the terms of the apprenticeship program are met.

Contractors are required to pay covered workers weekly and submit weekly certified payroll records to the contracting agency. They are also required to post the applicable Davis-Bacon wage determination and the Davis-Bacon poster (WH-1321) on the work site in a prominent and accessible place where they can be easily seen by the workers.

Davis-Bacon Wage Determinations-Davis-Bacon wage determinations are published on the System for Award Management (SAM) website for contracting agencies to include them into covered contracts. The "prevailing wages" are determined based on wages paid to various classes of laborers and mechanics employed on specific types of construction projects in an area. Guidance on determining the type of construction, and when multiple wage determinations are applicable to a project, is provided in All Agency Memoranda 130, 131 and 236.

Retaliation Is Prohibited-Retaliation is prohibited against any worker or job applicant for engaging in protected activities. Examples of protected include, but are not limited to, making a complaint to a manager, contractor, contracting agency, or WHD; cooperating in a WHD investigation; requesting payment of wages; refusing to return back wages to the contractor; complaints by a third party on behalf of a worker; consulting with WHD staff; informing another worker about their rights under the DBRA; and testifying at a hearing or trial.

The Housing Authority of the City of Fort Myers will notify contractors of violation findings and direct them to provide appropriate make whole relief to affected worker(s) and job applicant(s) or take appropriate remedial action, or both, where retaliation has been found to have occurred. Engaging in prohibited retaliation may also be grounds for debarment.

Penalties/Sanctions and Appeals- The Housing Authority of the City of Fort Myers may withhold Contract payments in sufficient amounts to satisfy liabilities of the contractor for unpaid wages, and for liquidated damages for overtime violations under the Contract Work Hours and Safety Standards Act (CWHSSA). In addition, violations of the Davis-Bacon labor standards may be grounds for contract termination, contractor liability for any resulting costs to the government, and debarment from future contracts for a period of three years.

Contractors may challenge the Wage and Hour Division's determinations of violations and debarment before an Administrative Law Judge (ALJ). Interested parties may appeal ALJ decisions to the Department's Administrative Review Board (ARB). Final ARB decisions may be appealed to and are enforceable through the federal courts.

Typical Compliance Issues-The Housing Authority of the City of Fort Myers will oversee compliance with DBRA. Compliance issues that frequently arise on DBRA projects include:

Misclassification of laborers and mechanics. Failure to pay full prevailing wage, including fringe benefits, for all hours worked (including overtime hours). Incomplete or inaccurate recordkeeping, such as not counting all hours worked or not recording hours worked in each classification by an individual who worked in two or more classifications during a day. Failure to maintain a copy of the bona fide apprenticeship program and individual registration documents for apprentices. Failure to submit certified payrolls weekly. Failure to post the Davis- Bacon poster and applicable wage determination at the work site.

Relation to State, Local, and Other Federal Laws

The Copeland "Anti-Kickback" Act prohibits contractors from in any way inducing an employee to give up any part of the compensation to which they are entitled and requires

contractors to submit a weekly statement of the wages paid to each worker performing DBRA-covered work.

Contractors on projects subject to DBRA labor standards may also be subject to additional prevailing wage and overtime pay requirements under State (and local) laws. Also, overtime pay requirements under CWHSSA and the Fair Labor Standards Act may apply.

Under Reorganization Plan No. 14 of 1950, (5 U.S.C. Appendix 1), the federal contracting or assistance-administering agencies have day-to-day responsibility for administration and enforcement of the Davis-Bacon labor standards provisions and, in order to promote consistent and effective enforcement, the Department of Labor has regulatory and oversight authority, including the authority to investigate compliance.



Sources of Leveraged Funds

Source of Funds	Amount	Status of Funds
FEMA Building Resilient Infrastructure and Communities (BRIC)	\$0	N/A
Use of Funds:		
Purpose of Funds:		N/A
FEMA Hazard Mitigation Grant Program (HMGP)	\$0	N/A
Use of Funds:		
Purpose of Funds:		N/A
FEMA Public Assistance (PA)	\$0	N/A
Use of Funds:		
Purpose of Funds:		N/A
Local (Municipal) Funds	\$0	N/A
Use of Funds:		
Purpose of Funds:		N/A
Other CDBG-DR Funds (from Florida COM)	\$0	N/A
Use of Funds:		
Purpose of Funds:		N/A
Other HUD Funding	\$880,000.00	Committed
Use of Funds:		Other
Purpose of Funds:		Mold and Hazard Mitigation Grant
Other State Funds	\$0	N/A
Use of Funds:		
Purpose of Funds:		N/A
Private Insurance	\$1,218,034.00	Committed
Use of Funds:		Other
Purpose of Funds:		Roof replacements
Resilient Florida	\$0	N/A
Use of Funds:		
Purpose of Funds:		N/A
SBA Loan	\$0	N/A
Use of Funds:		
Purpose of Funds:		N/A
SHIP	\$0	N/A
Use of Funds:		



Source of Funds	Amount	Status of Funds
Purpose of Funds:		N/A
Total	\$2,098,034.00	

The planned integration of adaptable and reliable technologies, mitigation measures, and durable materials to prevent displacement and protect tenants/owners, specifically for vulnerable populations

The projects will follow best practices to address mitigation, durable materials, and technology to address resiliency for the end users by:

- Incorporating FORTIFIED certifications for the roofing system replacement. The FORTIFIED construction method is a voluntary construction standard backed by decades of research, to help protect structures against severe weather events.
- Incorporating energy modeling to ensure replacements are consistent with the building energy needs based on best industry standards.
- Incorporating Energy Star Portfolio Manager for the benchmarking of Energy and Water to support operations and troubleshoot potential issues in each building.
- Training and education resource development for maintenance staff and residents.

The how the project will design with broadband in mind to ensure high-speed internet access is available for current/future tenants

The Housing Authority of the City of Fort Myers provides broadband/high speed internet access to current and future residents. The following describes broadband access for all tenants at the property.

1. Infrastructure and Connectivity: We are leveraging Comcast's robust fiber infrastructure to provide reliable and fast internet connections. Fiber-optic cables offer high bandwidth and lower latency, ensuring an excellent online experience for all residents.
2. Wi-Fi Coverage and Quality:
 - We have dual-band Wi-Fi access points (APs) within the common areas of the main office at each site to provide that offer both 5 GHz for faster speeds, and 2.4 GHz that ensures broader coverage.
 - This helps close the digital divide while providing stable access for video conferencing, online training, Resume writing and more, all to prove a base level of technological assistance so residents can Thrive.
3. Security and Privacy:
 - The laptops also have Firewalls and intrusion detection systems to protect our network from external threats.
 - The guest Wi-Fi network is isolated from lab computers to prevent unauthorized access.
4. User Support and Education:
 - In some cases like the Community Supportive Services clients, residents will receive training on using lab computers as well as Microsoft office applications. The Housing Authority of the City of Fort Myers has a partnership with Comcast. The Comcast Internet Essentials Program provides all Tenants the opportunity to get low cost broadband internet for \$9.99.

The planned integration of green/energy efficient design of non-substantially damaged units following the guidelines specified in the HUD CPD Green Building Retrofit Checklist

Under the guidance of the CDBG-DR NOFA, the buildings will incorporate National Green Building Standards (NGBS) for the certification of each building, integrating green/energy-efficient design of non-substantially damaged units following the guidelines of the green building retrofit checklist.

Each building will follow the process based on the extent of the retrofits and will obtain an NGBS Green Building certification.

Design/Engineering

Current plans exist and will be updated upon award, we are replacing roofing system with metal materials. Performing mold mitigation as identified in severely damaged units or evidenced by moisture maps.

Procurement of Construction Services

HACFM/ SWFL Affordable Housing Choice Foundation, Inc - September 2023, in accordance with our procurement policy and HUD procurement standards, we issued an RFQ for Construction Management Services and have Board approved, procured, and qualified firms to perform services. All firms are bound to adhere to Davis Bacon and Section 3 requirements, also a goal of attaining at least 30% of MBE/DBE/WBE participation in subcontracting opportunities. Bidding of rehabilitation work will commence after completion of new plans and specifications from previous plans, expected to occur in July 2024.

Permitting

Submission of permitting will commence July 2024 and the City of Fort Myers has an expedited process for affordable housing projects. Anticipation of Notice of Commencement is September 2024 with a 9-month completion in May 2025.

Construction Start

September 2024

Construction 50% Complete

February 2025

Construction Completion



May 2025

Tenant Occupancy/Re-Occupancy

If any relocation does occur during the mold mitigation, we will use existing vacant units to relocate families to minimize vacancy.

Other Milestones

NA



The projected number of beneficiaries and number of LMI beneficiaries who will benefit from the project

Item	Total Amount
Total Number of Households	392.00
Total LMI Households	392.00
Total Number of Beneficiaries	797.00
Total LMI Beneficiaries	797.00

The projected number of housing units in the project that are currently vacant and the number that are currently occupied

Item	Total Amount
Total Units	392.00
Vacant Units	15.00
Occupied Units	377.00

Provide a description of how the project will prevent displacement of current tenants during rehabilitation

HACFM/SWFL Affordable Housing Choice Foundation, Inc, will utilize the vacant units for relocation purposes to assist families with minimal disruption. If we find that our relocation efforts or construction schedules are ahead of schedule, we will utilize our URA relocation plan in assisting families with temporary accommodations per the uniform relocation act.

- ▶ Will the project displace any households during the rehabilitation? Yes
- ▶ If Yes, how many households are anticipated to be displaced? 10.00

How the project will plan and budget for compliance with Uniform Relocation Act requirements

HACFM/ SWFL Affordable Housing Choice Foundation, Inc are bound to the URA requirements due to the rental housing subsidy that currently assists families residing in Renaissance Preserve Family and Senior. Each family will work with our Resident Services team in timing of their unit rehabilitation and provide all mobility counseling services. Further, we currently utilize the TAGG system, which every family will be

entered into to remain in compliance with URA requirements, which all notices, claimforms are populated to the HUD formats. All case notes and services will be offered and documented throughout the rehabilitation efforts.

Describe how the project will provide housing set-asides for tenants with income less than 80% AMI or other special needs sub-populations

Renaissance Preserve Senior and Family Phases are LIHTC developments with 392 units. Each unit received either public housing subsidy or a project-based voucher. (Project Based Rental Assistance), which is capped at 50% of the AMI to receive assistance and 12 remaining units are (ACC - public housing subsidy). RP Family and Senior are LIHTC properties with setaside units meeting income requirements and LINK units for referral needs.

The target populations from the table below who would benefit from the plan if it were implemented

Populations presumed by HUD to be LMI persons:

- Abused children
- Elderly persons (62 and older)
- Battered spouses
- Homeless persons
- Severely disabled adults (as defined by the Census)
- Illiterate adults
- Persons living with AIDS
- Migrant farm workers

Protected classes (groups protected from discrimination under federal civil rights law based on the following):

- Race
- Color
- National origin
- Sex (including sexual orientation and gender identity)
- Religion
- Familial status
- Disability
- Age

Underserved communities, as defined by HUD in the Consolidated Notice:

- Populations sharing a particular characteristic, as well as geographic communities, that have been systematically denied a full opportunity to participate in aspects of economic, social, and civic life



Provide description of the community outreach and engagement that has happened to date, including a description of the stakeholders and approaches to outreach and engagement

The Housing Authority of the City of Fort Myers' Board of Commissioners approved a Resolution to publish a Notice to Proceed to apply for CDBG-DR funding for the rehabilitation of Renaissance Preserve Family and Senior units, which were damaged by Hurricane Ian. The notice was published on the Authority's Website January 24, 2024. Notice of the Board Meeting was published on the website 7 days before the meeting was held.

In addition, The Board of Commissioners also approved a its own Citizen Participation Plan. The primary goal of the Citizen Participation Plan is to provide citizens, especially low- and moderate-income citizens of the community where CDBG-DR funded activities will take place, an opportunity to participate in an advisory role in the planning, implementation, and assessment of the programs and projects.

Attached to this application, is the Board Resolution, Notice to Proceed, Board Meeting Notes and the Citizen Participation Plan.

A description of additional community outreach, engagement, and partnerships that will occur as part of this project, including the approach to engaging new stakeholders, and those who are expected to or currently reside in the housing units

HACFM will make every effort to engagement additional community stakeholders in our CDBG-DR process and implementation of work to the communities. We regularly hold resident council meetings and board meeting to seek input on various topics and work to existing housing stock.

Describe how the project will engage low to moderate income households and vulnerable populations in planning and construction

We regularly enage our communities and our residents in various construction projects, which are low to moderate income levels. Also, we utilize our Section 3 plan to engage potential workers in upcoming projects.

How the project will facilitate the provision of on-site supportive services, including, but not limited to services that promote health and wellness, economic mobility, and educational attainment

Renaissance Preserve houses the Community Supportive Services (CSS) department. This department houses multiple sufficiency grants that serve residents at the site, including Family Self-Sufficiency (FSS), Jobs Plus, and Resident Opportunity for Supportive Services (ROSS). Case managers offer direct support for families pursuing employment, education, mental health services, credit counseling, and aging-in-place. The case managers also support residents through resource coordination by connecting them to community partners in Lee County and employers who are looking for good candidates.

Family Self-Sufficiency (FSS): This program promotes families to pursue economic mobility through direct case management from a coordinator. Coordinators offer direct support for families at a ratio of 50 to 1 towards pursuing employment, education, mental health services, credit counseling, and homeownership. At least once a month, coordinators will meet with residents and work on a goal plan that will act as a guideline for the achievement of financial stability. In addition to case management, the FSS program reserves funds that help pay for transportation, childcare, education, and more. These funds are made accessible for FSS Participants in good standing. The last component of the FSS program is a financial rent incentive that rewards households for increasing their earned-income from wages or a business. This allows families to effectively “save their raise” by setting aside an amount of rent collected each month and refunding it back to them upon completion of the program. The FSS Program has awarded over \$100,000 in 2022 directly to participants completing the FSS Program.

Jobs Plus Initiative: The purpose of the HACFM Jobs-Plus program is a \$2.3 million initiative to develop locally-based, job-driven approaches to increase earnings and advance employment outcomes, through work readiness, employer connections, job placement, educational advancement technology skills, and financial literacy for residents of Renaissance Preserve. The Housing Authority of the City of Fort Myers Jobs-Plus Initiative addresses employment needs among public housing residents by incentivizing and enabling employment through income disregards for working families and services designed to support job readiness and retention. The overall goal is to support a culture of work that leads to sustainable career ladder employment at a living wage for all work-able eligible residents. Outreach Goal is to reach 100% of work-able adults in the development to inform them about the Jobs Plus program and encourage them to participate. The Jobs Plus program provides wrap-around services to remove barriers from residents achieving suitable employment by providing assistance for transportation, childcare, registration/testing fees, clothing, adult education, and more. This program also provides a rent-incentive called Jobs Plus Earned Income Disregard (JPEID) for working families to save money each month as their earned income from a job or business increases. Lastly, this program provides direct case-management from trained caseworkers at a 50 to 1 ratio. The HACFM contracts with entities such as Mez PR Marketing to provide onsite career workshops at no cost to the resident and networks with employers to host onsite hiring events on a reoccurring basis.

The CSS department also hosts on-site activities in the conference room periodically. Twice annually, the HACFM hosts the Empowerment Series, where a local credit union, staffing agency, and other partners host an eight-week workshop that covers budgeting, mental health support, resume writing, pathways to educational attainment, and more. These sessions are hosted in March and September each Thursday at 6:00pm on-site for

eight consecutive weeks.

To support wellness, the HACFM partners with Harry Chapin Food Bank to deliver grocery items directly to residents of Renaissance Preserve twice a week on-site. These items include pantry goods, fresh produce, meats, and more. Grocery items are provided free of cost to residents. The HACFM also partners with the onsite Boys and Girls Club, Pickup the Ball, Rock Ministries, and others to support youth engagement.

Other community partners such as Goodwill Industries, Dress for Success, Girl Scouts, and more host onsite workshops for families periodically.

Partners include but not limited to: Suncoast Credit Union, Goodwill Industries, Florida Gulf Coast University, Harry Chapin Food Bank, Dress for Success, FutureMakers Coalition, Spherion Staffing Southwest Florida, Lee County Public Safety, Lee County Library, & Habitat for Humanities of Lee & Hendry Counties.

Renaissance Preserve-Senior

Renaissance Preserve-Senior The Resident Opportunity for Supportive Services (ROSS) Grant program provides direct case management to residents at Renaissance Senior. There are two elderly services coordinators who perform annual assessments on residents that address Activities of Daily Living (ADL's), any medical needs, family support, and other pertinent information. Coordinators also provide workshops and activities at the site at no cost to the residents on a rotating basis, which include banquets, literacy & technology training, medical screening, holiday events, and more. Community providers contribute that contribute to these activities are Citygate Ministries, Senior Friendship Centers, The Dubin Center, and many more. Lastly, coordinators meet with clients at the site to assist with applications, gathering of documents, service referrals, and other needs that residents have to successfully age in place. The ROSS coordinator completes an annual report of all of the services residents utilize at the site that is submitted to Housing and Urban Development to grade performance metrics. Coordinators also provide a report of annual assessments completed each calendar year to-date to the Board of Commissioners for the HACFM. To support wellness, the HACFM partners with Harry Chapin Food Bank to deliver grocery items directly to residents of Renaissance Preserve twice a week on-site. These items include pantry goods, fresh produce, meats, and more. Grocery items are provided free of cost to residents. Harry Chapin Food Bank also provides nutrition education once a month at the site. Senior Friendship Centers provides free lunches each weekday at the site at no cost to the residents. The HACFM partners with local medical providers such as CVS, Premier Mobile Health, Best Community Care, Livewell Pharmacy, and others for medical health checks & screenings, education on disease management, medication, and more.

The CSS department also hosts on-site activities in the conference room periodically. Twice annually, the HACFM hosts the Empowerment Series, where a local credit union, staffing agency, and other partners host an eight-week workshop that covers budgeting, mental health support, resume writing, pathways to educational attainment, and more. These sessions are hosted in March and September each Thursday at 6:00pm on-site for eight consecutive weeks.

Also, on-site there is a computer lab, movie room, Senior Cafe, fitness center and game room.

How the project will ensure tenant access to off-site supportive services, including, but not limited to services that promote health and wellness, economic mobility, and educational attainment

Tenants at Renaissance Preserve Family has access to off-site support services including, but not limited to services that promote health and wellness, economic mobility and educational attainment. The following support services allow for access close the the tenants housing location:

Health and Wellness: * Florida Department of Health OBGYN-0.1 Mi from Property *Lee County Health Dept.-0.5 Mi from Property *Family Health Center of SWFL-1.7 Mi from Property *Alta Health Group-2.4 Mi from Property *Access Florida-1.5 Mi from Property *Doctors Family Clinic-3.1 Mi from Property *Lee Memorial Health 3.4 Mi from Property

Economic Mobility and Education Attainment: Economic mobility is the ability of an individual, family or some other group to improve (or lower) their economic status—usually measured in income. Economic mobility is often measured by movement between income quintiles. Economic mobility may be considered a type of social mobility, which is often measured in change in income. In addition to the on-site programs FSS and Jobs Plus which promotes economic mobility, the Authority has a partnership with the CareerSource of Southwest Florida. CareerSource has training and workshops for adults, Veterans, Welfare Transition, Young Adults. They provide training for income stability and mobility to assist residents to move form welfare to work and to move from rental housing to Homeownership-and moving from areas of social vulnerability.

Other Support services that are identified in the proximity maps include: Human Family Services; substance Abuse; Bike Paths; Shopping; Mental Health Services; Pharmacies; Public Transportation; and Education.

Renaissance Preserve-Senior Tenants at Renaissance Preserve Elderly have access to off-site support services including, but not limited to services that promote health and wellness, economic mobility and educational attainment. The following support services allow for access close the the tenants housing location:

Health and Wellness: * Florida Department of Health OBGYN-0.1 Mi from Property *Lee County Health Dept.-0.5 Mi from Property *Family Health Center of SWFL-1.7 Mi from Property *Alta Health Group-2.4 Mi from Property *Access Florida-1.5 Mi from Property *Doctors Family Clinic-3.1 Mi from Property *Lee Memorial Health 3.4 Mi from Property

Economic Mobility and Education Attainment: Economic mobility is the ability of an individual, family or some other group to improve (or lower) their economic status—usually measured in income. Economic mobility is often measured by movement between income quintiles. Economic mobility may be considered a type of social mobility, which is often measured in change in income. In addition to the on-site programs FSS and Jobs Plus which promotes economic mobility, the Authority has a partnership with the CareerSource of Southwest Florida.

CareerSource has training and workshops for adults, Veterans, Welfare Transition, Young Adults. They provide training for income stability and mobility to assist residents to move form welfare to work and to move from rental housing to Homeownership-and moving from areas of social vulnerability.

Other Support services that are identified in the proximity maps include: Human Family

Services; substance Abuse; Bike Paths; Shopping; Mental Health Services; Pharmacies; Public Transportation; and Education.



Application Certification

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct and that the application and all support documentation has been duly authorized by the governing body of the applicant. I further certify that I am authorized to submit this application and have followed all policies and procedures of my agency regarding grant application submissions.

- ▶ Authorized Organization Representative Name: Marcia Davis
- ▶ Authorized Submitter Representative Name: Marcia Davis
- ▶ Authorized Submitter Representative Title: Executive Director
- ▶ Certification Date: 03/01/2024
- ▶ Authorized Submitter Representative Signature: *Marcia Davis*
- ▶ Authorized Submitter Representative IP Address: 50.221.168.155

EXHIBIT G


CERTIFICATE(S) OF INSURANCE

The information provided under this Exhibit is retrieved from the Subrecipient Agreement or the Subrecipient's approved application in response to the Affordable Housing Development and Preservation Program Multifamily Affordable Housing Rehabilitation Notice of Funding Availability. In coordination and agreement with the Subrecipient, the County will utilize the information below to confirm that the Subrecipient has sufficient coverage against personal, commercial, or any other liability regarding the spending of CDBG-DR dollars. Subrecipients will work with the County to ensure any edits and amendments to this Exhibit are subsequently updated, reviewed, and/or approved within the System of Record when necessary.

Certificate(s) of Insurance

The Subrecipient has provided the following documentation below in an effort to confirm sufficient coverage is in place:

- (1) Workers' Compensation Coverage - See attached COI
- (2) Commercial General Liability - See attached COI
- (3) Business Auto Liability - See attached COI
- (4) Directors & Officers Liability - See attached COI
- (5) Fidelity Bonding - See attached COI

CERTIFICATE OF COVERAGE		ISSUED ON: 05/07/2024	
COVERAGE PROVIDED BY: PREFERRED GOVERNMENTAL INSURANCE TRUST			
PACKAGE AGREEMENT NUMBER: PK FL5 0364007 23-15		COVERAGE PERIOD: 10/01/2023 TO 10/01/2024 12:01 AM	
COVERAGES: This is to certify that the agreement below has been issued to the designated member for the coverage period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded by the agreement described herein subject to all the terms, exclusions and conditions of such agreement.			
Mail to: Certificate Holder Lee Board of County Commissioners PO Box 398 Fort Myers , FL 33902		Designated Member Housing Authority of the City of Fort Myers 4224 Renaissance Preserve Way Ft. Myers , FL 33916	
LIABILITY COVERAGE X Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury: Limit \$2,000,000 \$0 Deductible X Employee Benefits Liability Limit \$2,000,000 \$0 Deductible X Employment Practices Liability Limit \$2,000,000 \$2,500 Deductible X Public Officials Liability Limit \$2,000,000 \$2,500 Deductible Law Enforcement Liability Limit Deductible		WORKERS' COMPENSATION COVERAGE WC AGREEMENT NUMBER: Self Insured Workers' Compensation Statutory Workers' Compensation Employers Liability \$ Each Accident \$ By Disease \$ Aggregate Disease	
PROPERTY COVERAGE Buildings & Personal Property Limit: Per schedule on file with Trust Deductible <i>Note: See coverage agreement for wind, flood, and other deductibles.</i> Rented, Borrowed and Leased Equipment Limit: \$ 0 TIV See Schedule for Deductible Total All other Inland Marine Limit: \$ 0 TIV See Schedule for Deductible		AUTOMOBILE COVERAGE X Automobile Liability Limit \$2,000,000 \$0 Deductible X All Owned Specifically Described Autos X Hired Autos X Non-Owned Autos X Automobile Physical Damage X Comprehensive See Schedule for Deductible X Collision See Schedule for Deductible X Hired Auto with limit of \$35,000 Garage Keepers Liability Limit Liability Deductible Comprehensive Deductible Collision Deductible	
CRIME COVERAGE X Employee Dishonesty Limit \$250,000 \$1,000 Deductible X Forgery or Alteration Limit \$100,000 \$1,000 Deductible X Theft Disappearance & Destruction Limit \$10,000 \$1,000 Deductible X Computer Fraud Limit \$100,000 \$1,000 Deductible			
NOTE: Additional Covered Party status is excluded for non-governmental entities. The most we will pay is further limited by the limitations set forth in Section 768.28(5), Florida Statutes (2010) or the equivalent limitations of successor law which are applicable at the time of loss.			
Description of Operations/ Locations/ Vehicles/Special items-(This section completed by member's agent, who bears complete responsibility and liability for its accuracy): Certificate of Insurance issued as proof of coverage.			
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the agreement above.			
Administrator Public Risk Underwriters® P.O. Box 958455 Lake Mary, FL 32795-8455		CANCELLATIONS SHOULD ANY OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE COVERAGE AGREEMENT PROVISIONS.	
Producer Risk Management Associates, Inc. 300 North Beach Street , Daytona Beach , FL 32114			
		AUTHORIZED REPRESENTATIVE	
PGIT-CERT (1/19) PRINT FORM		05/07/2024	



05/07/2024

Lee Board of County Commissioners
PO Box 398
Fort Myers , FL , 33902

Re: Coverage Agreement - PK FL5 0364007 23-15
Housing Authority of the City of Fort Myers
Effective Date: 10/01/2023 TO 10/01/2024

To Whom It May Concern:

Preferred Governmental Insurance Trust is unable to name non-governmental entities as an additional covered party due to Florida Statute 768.28.


Non-governmental entities do not enjoy sovereign immunity protection under Florida law. Coverage through the Preferred Governmental Insurance Trust is predicated upon the concept of sovereign immunity among all its members. Accordingly, entities which are not eligible for sovereign immunity protection under F.S. 768.28 may not be an additional covered party under the Preferred coverage agreement.

We appreciate your understanding.

Margaret E. Gross, CPCU
Director of Underwriting

If Additional Covered Party status was not requested on the attached certificate, the provisions in this letter do not apply.

Administered by PUBLIC RISK UNDERWRITERS
P.O. Box 958455 ♦Lake Mary, FL 32795-8455 ♦Phone: 321-832-1450♦Fax: 321-832-1489

CERTIFICATE OF COVERAGE		ISSUED ON: 05/07/2024	
COVERAGE PROVIDED BY: PREFERRED GOVERNMENTAL INSURANCE TRUST			
PACKAGE AGREEMENT NUMBER: WC FL1 0364007 23-25		COVERAGE PERIOD: 10/01/2023 TO 10/01/2024 12:01 AM	
COVERAGES: This is to certify that the agreement below has been issued to the designated member for the coverage period indicated. Notwithstanding any re-issuement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded by the agreement described herein subject to all the terms, exclusions and conditions of such agreement.			
Mail to: Certificate Holder Lee Board of County Commissioners PO Box 398 Fort Myers , FL 33902		<i>Designated Member</i> Housing Authority of the City of Fort Myers 4224 Renaissance Preserve Way Ft. Myers , FL 33916	
LIABILITY COVERAGE Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury: Limit Deductible Employee Benefits Liability Limit Deductible Employment Practices Liability Limit Deductible Public Officials Liability Limit Deductible Law Enforcement Liability Limit Deductible		WORKERS' COMPENSATION COVERAGE WC AGREEMENT NUMBER: WC FL1 0364007 23-25 Self Insured Workers' Compensation X Statutory Workers' Compensation X Employers Liability \$ 1,000,000 Each Accident \$ 1,000,000 By Disease \$ 1,000,000 Aggregate Disease	
PROPERTY COVERAGE Buildings & Personal Property Limit: Per schedule on file with Trust Deductible <i>Note: See coverage agreement for wind, flood, and other deductibles.</i> Rented, Borrowed and Leased Equipment Limit: \$ 0 TIV See Schedule for Deductible Total All other Inland Marine Limit: \$ 0 TIV See Schedule for Deductible		AUTOMOBILE COVERAGE Automobile Liability Limit Deductible All Owned Specifically Described Autos Hired Autos Non-Owned Autos Automobile Physical Damage Comprehensive See Schedule for Deductible Collision See Schedule for Deductible Hired Auto with limit of Garage Keepers Liability Limit Liability Deductible Comprehensive Deductible Collision Deductible	
CRIME COVERAGE Employee Dishonesty Limit Deductible Forgery or Alteration Limit Deductible Theft Disappearance & Destruction Limit Deductible Computer Fraud Limit Deductible			
T : dditional o ered Party status is excluded for non-go ernmental entities. The most we will pay is further limited by the limitations set forth in ection 7 .2 5 , lorida tatures 2010 or the e ui alent limitations of successor law which are applicable at the time of loss.			
Description of perations/ ocations/ ehicles/ pecial items- <i>This section completed by member's agent, who bears complete responsibility and liability for its accuracy):</i> Certificate of Insurance issued as proof of coverage.			
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the co erage afforded by the agreement abo e.			
dministrator Public Risk Underwriters® P.O. Box 958455 Lake Mary, FL 32795-8455		CANCELLATIONS SHOULD ANY OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE COVERAGE AGREEMENT PROVISIONS.	
Producer Risk Management Associates, Inc. 300 North Beach Street , Daytona Beach , FL 32114			
		AUTHORIZED REPRESENTATIVE	
PGIT-CERT (1/19) PRINT FORM		05/07/2024	



05/07/2024

Lee Board of County Commissioners
PO Box 398
Fort Myers , FL , 33902

Re: Coverage Agreement - WC FL1 0364007 23-25
Housing Authority of the City of Fort Myers
Effective Date: 10/01/2023 TO 10/01/2024

To Whom It May Concern:

Preferred Governmental Insurance Trust is unable to name non-governmental entities as an additional covered party due to Florida Statute 768.28.

Non-governmental entities do not enjoy sovereign immunity protection under Florida law. Coverage through the Preferred Governmental Insurance Trust is predicated upon the concept of sovereign immunity among all its members. Accordingly, entities which are not eligible for sovereign immunity protection under F.S. 768.28 may not be an additional covered party under the Preferred coverage agreement.

We appreciate your understanding.

Margaret E. Gross, CPCU
Director of Underwriting

If Additional Covered Party status was not requested on the attached certificate, the provisions in this letter do not apply.

Administered by PUBLIC RISK UNDERWRITERS
P.O. Box 958455 ♦Lake Mary, FL 32795-8455 ♦Phone: 321-832-1450♦Fax: 321-832-1489

EXHIBIT H (SIGNATURE REQUIRED)

CERTIFICATIONS
CDBG-DR COMPLIANCE PROVISIONS
Housing and Infrastructure

This Exhibit to the Community Development Block Grant Disaster Recovery (“CDBG-DR”) Program Subrecipient Agreement contains supplementary compliance conditions for use with procured contracts and subrecipient agreements that are funded in whole or in part by the U.S. Department of Housing and Urban Development (“HUD”) under Title I of the Housing and Community Development Act of 1974 (Pub. L. 93-383) as amended.

This Exhibit shall be included as part of the terms of the Agreement for all procured contracts and subrecipient agreements funded fully or in part by the CDBG-DR Program by Lee County and the selected contractor or subrecipient.

By signing this Exhibit, the Subrecipient certifies they understand that all the below compliance provisions will apply to all projects that are awarded CDBG-DR funds.

1. NATIONAL OBJECTIVES

In accordance with [24 CFR 570.208](#), Section 104(b)(3) of the Housing and Community Development Act of 1974, all CDBG-DR funded activities must meet a National Objective. Under Section 101(c) of the authorizing Act (42 U.S.C. 5301), all CDBG-DR Activities must satisfy one of the named National Objectives.

1. Benefit to Low-to-Moderate Income Persons (LMI)
2. Urgent Need (UN)
3. Elimination of Slum and Blight (SB)

Upon completion of approved activity(ies) funded under this Agreement and prior to the funding expiration date of this Agreement, whichever comes first, the Subrecipient must document that the approved activity(ies) met the approved National Objective, as necessary.

For Subrecipients with a National Objective requirement, the County shall review the actual National Objective achievements of the activity. If the Subrecipient does not or cannot satisfactorily document the National Objective achievement of an approved activity(ies), the activity(ies) may be deemed ineligible, and repayment of funds may be required of the Subrecipient.

2. DUPLICATION OF BENEFITS

A Duplication of Benefits (DOB) occurs when a person, household, business, or other entity receives disaster assistance from multiple sources for a cumulative amount that exceeds the total need for a particular recovery purpose. The amount of the duplication is the amount of assistance provided in excess of the total need for the same purpose. It is the County's responsibility to ensure that CDBG-DR programs provide assistance only to the extent that the disaster recovery need has not been fully met by funds that have already been paid, or will be paid, from another source.

The Subrecipient or Contractor must report all funds obtained for the same activity from any source from the date of the disaster until the activity is completed.

The Subrecipient or Contractor agrees to repay to the County, immediately upon demand, any assistance later received for the same purpose as the CDBG-DR funds and that exceeds the total need for the particular recovery purpose.

- a. **CDBG-DR Funds as Match (Infrastructure)**: When applicable and approved by the County, Subrecipients may use grant funds to satisfy a match requirement, share, or contribution for any other Federal program when used to carry out an eligible CDBG-DR activity. This includes programs or activities administered by the Federal Emergency Management Agency (FEMA) or U.S. Army Corps of Engineers (USACE). By law, only \$250,000 or less of CDBG-DR funds may be used for the non-Federal cost-share of any project funded by USACE. Furthermore, Appropriations acts prohibit the use of CDBG-DR funds for any activity reimbursable by, or which funds are also made available by, FEMA or USACE.

For all match activities, Subrecipients must document that CDBG-DR funds have been used for the actual costs incurred for the assisted project and for costs that are eligible, meet a national objective, and meet other applicable CDBG requirements.

3. EQUAL EMPLOYMENT OPPORTUNITY

The obligations undertaken by the Subrecipient or Contractor include, but are not limited to, the obligation to comply with all Federal laws and regulations described in Subpart K of 24 CFR Part 570 and specifically with each of the following, among other things, as the same may be amended from time to time:

- a. **Title VI of the Civil Rights Act of 1964**: This act provides that no person shall

be excluded from participation, denied program benefits, or subject to discrimination based on race, color, and/or national origin under any program or activity receiving Federal financial assistance.

- b. **Title VII of the Civil Rights Act of 1968 (The Fair Housing Act)**: This act prohibits discrimination in housing on the basis of race, color, religion, sex and/or national origin. This law also requires actions which affirmatively promote fair housing.
- c. **Restoration Act of 1987**: This act restores the broad scope of coverage and clarifies the application of the Civil Rights Act of 1964. It also specifies that an institution which receives Federal financial assistance is prohibited from discriminating on the basis of race, color, national origin, religion, sex, disability or age in a program or activity which does not directly benefit from such assistance.
- d. **Section 109 of Title 1 of the Housing and Community Development Act of 1974 [42 U.S.C. 5309]**: This Section of Title 1 provides that no person shall be excluded from participation (including employment), denied program benefits, or subject to discrimination on the basis of race, color, national origin, or sex under any program or activity funded in whole or in part under Title 1 of the Act.
- e. **The Fair Housing Amendment Act of 1988**: This act amended the original Fair Housing Act to provide for the protection of families with children and people with disabilities, strengthen punishment for acts of housing discrimination, expand the Justice Department jurisdiction to bring suit on behalf of victims in federal district courts, and create an exemption to the provisions barring discrimination on the basis of familial status for those housing developments that qualify as housing for persons age 55 or older.
- f. **The Age Discrimination Act of 1975**: This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination on the basis of age under any program or activity receiving federal funding assistance. Effective January 1987, the age cap of 70 was deleted from the laws. Federal law preempts any State law currently in effect on the same topic.
- g. **Section 504 of the Rehabilitation Act of 1973**: It is unlawful to discriminate based on disability in Federally assisted programs. This Section provides that no otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funding assistance.
- h. **The Americans with Disabilities Act of 1990 (ADA)**: This act modifies and expands the Rehabilitation Act of 1973 to prohibit discrimination against "a

qualified individual with a disability" in employment and public accommodations. The ADA requires that an individual with a physical or mental impairment who is otherwise qualified to perform the essential functions of a job, with or without reasonable accommodation, be afforded equal employment opportunity in all phases of employment.

- i. **Executive Order 11063**: This executive order provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in housing and related facilities provided with Federal assistance and lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the Federal government.
- j. **Executive Order 12259**: This executive order provides that the administration of all Federal programs and activities relating to housing and urban development be carried out in a manner to further housing opportunities throughout the United States.
- k. **The Equal Employment Opportunity Act**: This act empowers the Equal Employment Opportunity Commission (EEOC) to bring civil action in Federal court against private sector employers after the EEOC has investigated the charge, found "probable cause" of discrimination, and failed to obtain a conciliation agreement acceptable to the EEOC. It also brings Federal, state, and local governments under the Civil Rights Act of 1964.
- l. **The Uniform Guidelines on Employee Selection Procedures adopted by the Equal Employment Opportunity Commission in 1978**: This manual applies to employee selection procedures in the areas of hiring, retention, promotion, transfer, demotion, dismissal, and referral. It is designed to assist employers, labor organizations, employment agencies, licensing, and certification boards in complying with the requirements of Federal laws prohibiting discriminatory employment.
- m. **The Vietnam Era Veterans' Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002)**: This act was passed to ensure equal employment opportunity for qualified disabled veterans and veterans of the Vietnam War. Affirmative action is required in the hiring and promotion of veterans.
- n. **Executive Order 11246**: This executive order applies to all Federally-assisted construction contracts and subcontracts. It provides that no person shall be discriminated against on the basis of race

4. CERTIFICATION OF NONSEGREGATED FACILITIES

(applicable to contracts and subcontracts over \$10,000)

The Subrecipient or Contractor and its subcontractor(s) certifies that the entity does not maintain or permit employees to perform their services at any location where segregated facilities are maintained. The Subrecipient or Contractor certifies further that it shall not maintain or provide for employees any segregated facilities at any of its establishments and will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The Subrecipient or Contractor and its subcontractor(s) agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

The Subrecipient or Contractor further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that it will retain such certifications in project files; and will provide notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

5. ENVIRONMENTAL PROTECTION AND ACTS

- a. National Environmental Protection Act (NEPA):** All Federally funded activities are subject to the National Environmental Policy Act of 1969 (NEPA) and its regulations under 40 CFR 1500 – 1508. Additionally, [24 CFR 58.22](#) prohibits committing or spending HUD or non-HUD funds on any activity that could have an adverse environmental impact or limit the choice of reasonable alternatives prior to completion of an environment review once a project has Federal funding, in full or in part. This prohibition on "choice-limiting actions" prohibits physical activity, including acquisition, rehabilitation, and construction, as well as contracting for or committing to any of these actions, prior to completion of the environmental review. Awarded activities must have completed an environmental review to demonstrate compliance with NEPA, as well as 24 CFR 58.

- b. Clean Air and Water Acts:** *(applicable to contracts and subcontracts exceeding \$100,000)* The Subrecipient or Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

- c. **Flood Disaster Protection:** The Subrecipient or Contractor shall comply with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001). The Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, that flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
- d. **Energy Efficiency:** The Subrecipient or Contractor shall comply with mandatory standards and policies relating to energy efficiency under the Energy Policy and Conservation Act (Public Law 94-163).
- e. **Procurement of Recovered Materials:** Per 2 CFR 200.323, if a non-Federal entity is a state agency or an agency of a political subdivision of a state, it and its contractors, must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

6. **CONSTRUCTION STANDARDS**

While the following Construction Standards requirements are called out below, the Subrecipient also certifies and acknowledges that it has read and complies with all requirements as noted within the *CDBG-DR Construction Standards Procedure* for Housing Programs and applicable program guidelines.

- a. **Green and Resilient Building Standards in Housing:** All new construction or rehabilitation of residential structures must meet an industry-recognized standard that has achieved certification under (i) Enterprise Green Communities; (ii) LEED (New Construction, Homes, Midrise, Existing Buildings Operations and Maintenance, or Neighborhood Development); (iii) ICC-700 National Green Building Standard Green+ Resilience; (iv) Living Building Challenge; or (v) any other equivalent comprehensive green building program acceptable to HUD. Additionally, all such covered construction must achieve a minimum energy efficiency standard, such as (i) ENERGY STAR (Certified Homes or Multifamily High-Rise); (ii) DOE Zero Energy Ready Home; (iii) EarthCraft House, EarthCraft

Multifamily; (iv) Passive House Institute Passive Building or EnerPHit certification from the Passive House Institute US (PHIUS), International Passive House Association; (v) Greenpoint Rated New Home, Greenpoint Rated Existing Home (Whole House or Whole Building label); (vi) Earth Advantage New Homes; or (vii) any other equivalent energy efficiency standard acceptable to HUD

- b. Rehabilitation of Nonsubstantially Damaged Residential Buildings (Housing):** Per Federal Register Notice 88 FR 32046, for rehabilitation other than the rehabilitation of substantially damaged residential buildings described in 6.a. above, the Subrecipient must follow the guidelines specified in the HUD CPD Green Building Retrofit Checklist.

Subrecipients must apply these guidelines to the extent applicable for the rehabilitation work undertaken, for example, the use of mold resistant products when replacing surfaces such as drywall. Products and appliances replaced as part of the rehabilitation work, must be ENERGY STAR-labeled, WaterSense-labeled, or Federal Energy Management Program (FEMP)-designated products or appliances.

- c. Broadband Infrastructure in Housing:** Per Federal Register Notice 88 FR 32046, any substantial rehabilitation, as defined by 24 CFR 5.100, reconstruction, or new construction of a building with more than four units must include installation of broadband infrastructure.

- d. Elevation Standards (Housing and Infrastructure):**

- i. ***Housing***: All new construction or rehabilitation of residential structures, and located in the one percent annual chance (or 100-year) floodplain must be elevated at least two feet above the base flood elevation.
 - ii. ***Mixed-use and Non Residential***: Non-residential structures and infrastructure must be elevated or floodproofed, in accordance with FEMA floodproofing standards at 44 CFR 60.3(c)(3)(ii) or successor standard, up to at least two feet above base flood elevation.
 - iii. ***Critical Actions***: Structures and services defined at 24 CFR 55.2(b)(3) and within the 500-year (or 0.2 percent annual chance) floodplain must be elevated or floodproofed (in accordance with FEMA floodproofing standards at 44 CFR 60.3(c)(2-3) or successor standard) to the higher of the 500-year floodplain elevation or three feet above the 100-year floodplain elevation.
- e. Planning and Design (Infrastructure):** All newly constructed infrastructure that is assisted with CDBG-DR funds must be designed and constructed to withstand extreme weather events and the impacts of climate change. To satisfy this requirement, the Subrecipient is required to provide resilience performance metrics as identified by the County.

- f. Flood Control Structures (Infrastructure and Non-Residential Structures):** Subrecipients that use CDBG-DR funds to assist flood control structures (i.e., dams and levees) are prohibited from using CDBG-DR funds to enlarge a dam or levee beyond the original footprint of the structure that existed before the disaster event, without obtaining approval from the County, HUD, and any Federal agencies that HUD determines are necessary based on their involvement or potential involvement with the levee or dam. Additional requirements and approval steps are outlined under Federal Register Notice guidance at 88 FR 32046.

7. AFFORDABILITY PERIOD REQUIREMENTS (HOUSING)

While the following minimum affordability period requirements are called out below, the Subrecipient also certifies and acknowledges that it has read and complies with all requirements as noted within the applicable program guidelines regarding affordability period requirements.

- a. New Construction and Rehabilitation of Affordable Rental Housing:** To meet the LMI housing national objective, a Subrecipient who implements rental housing activities that will result in the new construction or rehabilitation of five or more units, assisted with CDBG-DR funds, must rent to LMI households at affordable rents as described within the *Lee County Action Plan for CDBG-DR Funds*. Furthermore, the minimum timeframes, enforceability, and other related requirements acceptable for compliance can be found under the HOME Investment Partnerships Program (HOME) requirements at 24 CFR 92.252(e), including the table listing the affordability periods at the of 24 CFR 92.252(e). The County has adopted these requirements and spells out affordability restriction enforcement and minimum affordability periods within the respective program guidelines, which Subrecipients are required to follow, where applicable.
- b. New Construction of Homes Built for LMI Households:** For Subrecipients who implement activities where there is a construction of new single-family units (four units or less) for homeownership that will meet the LMI housing national objective criteria, the County has set affordability restrictions, which follow minimum affordability period and enforcements mechanisms of the HOME requirements set at 24 CFR 92.254(a)(4). Subrecipients whose activities are applicable to these requirements must follow the County's respective program guidelines regarding affordability restrictions, resale or recapture requirements, affordability period requirements, and all other requirements prescribed under the applicable guidelines regarding affordability.

8. CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

The Subrecipient or Contractor will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used

in subcontracting when possible. Steps include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists:
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources:
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

9. POLITICAL ACTIVITY

The Subrecipient or Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

10. LOBBYING PROHIBITION AND BYRD ANTI-LOBBYING AMENDMENT

The Subrecipient is prohibited from using contracted funds for the following purposes: (1) political activities; (2) lobbying; (3) political patronage; (4) nepotism activities; and (5) inherently religious activities such as worship, religious instruction, or proselytization. The Subrecipient will also comply with Chapter 216.347, Florida Statutes, which prohibits the expenditure of Agreement funds for the purpose of lobbying the legislature, state or county agencies.

Additionally and in accordance with 24 CFR 87, the Subrecipient certifies that it will not use CDBG-DR funds received from the County to directly or indirectly influence legislation or any other official action by the Florida legislature, any state agency, or other local government and county (BOCC) business, including through the use of Federal appropriated funds being paid to any person for influencing or attempting to influence an office or employee of any agency, a member of Congress, an office or employee of Congress or an employee of a member of Congress in connection with this Federal contract, grant, loan or cooperative agreement. If the County and/or the Subrecipient suspects such action of occurring, the County reserves the right to request that the Subrecipient disclose and certify such activities in accordance with reporting requirements noted within the Agreement.

The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) requires that Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award.

The Contractor certifies, to the best of his or her knowledge and belief that:

- 1) No Federally appropriated funds have been paid or will be paid by, or on behalf of, the contractor, 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, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federally 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 contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

11. DEBARMENT AND SUSPENSION

A contract award ([2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235).

By executing this Agreement or contract, the Subrecipient or Contractor verifies and affirms that it has not been suspended or debarred from participating in or receiving federal government contracts, subcontracts, loans, grants or other assistance programs and will not enter into contracts with any entity that has been suspended or debarred from federal contract work.

12. CONFLICT OF INTEREST

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Subrecipient or Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

No member of, or delegate to, Congress, or any Resident Commissioner, shall be admitted to any share or part of any contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to any contract if made with a corporation for its general benefit.

13. DOMESTIC PREFERENCES FOR PROCUREMENTS

Per [2 CFR 200.322](#), as appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole, or in part, of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; or aggregates such as concrete; glass, including optical fiber; and lumber.

14. DAVIS-BACON AND RELATED LABOR STANDARD ACTS

- a. **Davis Bacon Act:** Subrecipient or Contractor shall comply with the Davis Bacon Act (40 U.S.C. §§ 3141-3148) and 29 CFR Subtitle A, Parts 1, 3 and 5, as applicable, to construction, alteration, and repair contracts over \$2,000.00.
- b. **AntiKickback Act of 1986:** Subrecipient or Contractor shall ensure that all contracts comply with the AntiKickback Act of 1986 (41 U.S.C. § 5158) that prohibits attempted as well as completed "kickbacks," which include any money, fees, commission, credit, gift, gratuity, thing of value, or compensation of any kind.
- c. **Contract Work Hours and Safety Standards Act of 1962:** Subrecipient or Contractor shall ensure all contracts comply with the Contract Work Hours and Safety Standards Act of 1962 (40 U.S.C. § 3702) which requires that workers

receive overtime compensation at a rate of one and one-half (1-1/2) times their regular hourly wage after they have worked forty (40) hours in one week.

- d. For the purposes of this requirement "construction work" includes, but is not limited to, rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this agreement or contract. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the "construction contract").
- e. Subrecipient or Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the County for review upon request.

15. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

The work to be performed under this contract may be subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3), and implementing regulation at [24 CFR, Part 75](#). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The responsibilities outlined in 24 CFR Part 75.19 include:

- a. Implementing procedures designed to notify Section 3 workers about training and employment opportunities generated by Section 3 covered assistance and Section 3 business concerns about contracting opportunities generated by Section 3 covered assistance.
- b. Notifying potential Contractors for Section 3 covered projects of the requirements of Part 75, Subpart C and incorporating the Section 3 clause set forth below in all solicitations and contracts in excess of \$200,000 as required at 24 CFR 75.27.

Section 3 Clause

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR. Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

The contractor acknowledges that subrecipients, contractors, and subcontractors are required to meet the employment, training, and contraction requirements of 24 CFR 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.

Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

The contractor agrees to submit, and shall require its subcontractors to submit to them, annual reports detailing the total number of labor hours worked on the Section 3 Project, the total number of labor hours worked by Section 3 Workers, and the total number of hours worked by Targeted Section 3 Workers, and any affirmative efforts made during the quarter to direct hiring efforts to low- and very low-income persons, particularly persons who are Section 3 workers and Targeted Section 3 workers.

- c. Facilitating the training and employment of Section 3 workers and the award of contracts to Section 3 business concerns by undertaking activities such as described in Section 75.25(b), as appropriate, to reach the goals set forth in Section 75.23 and in Federal Register Vol. 85, No. 189, page 60909, until superseded by HUD in a subsequent publication. As of September 29, 2020, the minimum Section 3 benchmark is twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers; and five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers.
- d. Documenting actions taken to comply with the foregoing requirements, the results of those actions taken and impediments, if any.

16. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970, AS AMENDED (42 U.S.C. 4601 et seq.) – “URA”

The Subrecipient understands that activities and projects it undertakes with CDBG–DR funds may be subject to the URA at 49 CFR Part 24, section 104(d) of the HCDA (42 U.S.C. 5304(d)), and CDBG program requirements related to displacement, relocation, acquisition, and replacement of housing, except as modified by waivers and alternative requirements provided in Federal Register Notices 88 FR 3198 and 88 FR 32046. In such Notices, HUD waived or provided alternative requirements for the purpose of promoting the availability of decent, safe, and sanitary housing with respect to the use of CDBG–DR funds allocated under the Consolidated Notice.

Subrecipients are required to adopt the County’s Residential Anti-Displacement and Relocation Assistance Plan or establish separate optional relocation policies prior to undertaking any activity assisted with CDBG-DR funding which involves relocation. The written policy must be available to the public, describe the relocation assistance that the Subrecipient has elected to provide, and provide for equal relocation assistance within each class of displaced persons according to 24 CFR 570.606(d).

In the event of displacement because of a federally funded award, Subrecipients must comply with the URA, for any household, regardless of income, which is involuntarily and permanently displaced, and to comply with Section 104(d). The County also provides notice to Subrecipients that any demolition or disposition of public housing is

subject to Section 18 of United States Housing Act of 1937, as amended, and 24 CFR Part 970.

17. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

Per [2 CFR 200.216](#), Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

As described in Public Law 117–328, section 208, subsection (a), covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country, is prohibited.

18. AGREEMENTS BETWEEN SUBRECIPIENTS AND CONTRACTORS

- a. The Subrecipient shall not enter into any agreement, written or oral, with any contractor or other party without the prior determination that the contractor or other party is eligible to receive federal funds and is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible contractors.

The terms “other party” is defined as public or private nonprofit agencies or organizations and certain (limited) private for-profit entities who receive grant funds from a Subrecipient to undertake Approved Activities.

- b. An agreement between the Subrecipient and any contractor or other party shall require:
- 1) Compliance with all State and Federal requirements described in this Agreement including, without limitation, those that pertain to labor standards, nondiscrimination, Americans with Disabilities Act, Equal Employment Opportunity and Drug Free Workplace, and prevailing wages.
 - 2) Maintenance of at least the minimum State required Workers' Compensation Insurance for those employees who will perform the Approved Activities.

- 3) Maintenance, as required by law, of unemployment insurance, disability insurance and liability insurance, which is reasonable to compensate any person, firm, or corporation, who may be injured or damaged by the contractor, or any subcontractor, in performing the Approved Activities.
- 4) Compliance with the applicable Equal Opportunity Requirements described in Section 3 of this Exhibit.

c. Contractors shall:

- 1) Perform Activities in accordance with Federal, state, and local regulations, as applicable.

19. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If a Federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the Subrecipient or Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment, or performance, the Subrecipient or Contractor must comply with requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulation issued by the awarding agency.

20. PATENTS

- a. The Subrecipient or Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.
- b. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Subrecipient or Contractor.
- c. If the Subrecipient or Contractor uses any design device or materials covered by letters, patents or copyrights, he shall provide for such use by suitable agreement with the owner of such patented or copy-righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device, or materials, in any way involved in the work. The Subrecipient or Contractor and/or

his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device, materials, or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

21. COPYRIGHT

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Subrecipient or Contractor for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

22. DRUG-FREE WORKPLACE ACT OF 1988

- a. Publish and give a policy statement to all covered employees informing them that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the covered workplace and specifying the actions that will be taken against employees who violate the policy.
- b. Establish a drug-free awareness program to make employees aware of a) the dangers of drug abuse in the workplace; b) the policy of maintaining a drug-free workplace; c) any available drug counseling, rehabilitation, and employee assistance programs; and d) the penalties that may be imposed upon employees for drug abuse violations.
- c. Notify employees that as a condition of employment on a Federal contract or grant, the employee must a) abide by the terms of the policy statement; and b) notify the employer, within 5 calendar days, if he or she is convicted of a criminal drug violation in the workplace.
- d. Notify the contracting or granting agency within 10 days after receiving notice that a covered employee has been convicted of a criminal drug violation in the workplace.
- e. Impose a penalty on or require satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is convicted of a reportable workplace drug conviction.
- f. Make an ongoing, good faith effort to maintain a drugfree workplace by meeting the requirements of the act.

23. EMPLOYMENT ELIGIBILITY VERIFICATION SYSTEM (E-VERIFY)

Subrecipients must certify that they will verify employment eligibility of all new employees hired during the Agreement term through the U.S. Department of Homeland Security's E-Verify system.

Section 448.095, F.S., requires the following:

1. Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
 2. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract
- a. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to the employer to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov/>.
 - b. If the subrecipient or its contractors, consultants, or subrecipients, does not use E-Verify, they shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the Effective Date of the Subrecipient Agreement.

24. SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS, AND ACCIDENT PREVENTION

- a. Use of Explosives: When the use of explosives is necessary for the prosecution of the work, the contractor shall observe all local, state, and Federal laws in purchasing and handling explosives. The contractor shall take all necessary precautions to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced, and the material shall be covered with suitable timber, steel, or rope mats.
- b. The contractor shall notify all owners of public utility property of intention to use explosives at least 8 hours before blasting is done close to such property. Any

supervision or direction of use of explosives by the engineer does not in any way reduce the responsibility of the contractor or his Surety for damages that may be caused by such use.

- c. Danger Signals and Safety Devices: The contractor shall make all necessary precautions to guard against damages to property and injury to persons. The contractor shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades, and other devices necessary to protect the public.
- d. Protection of Lives and Health: The contractor shall exercise proper precautions at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the worksite, which occur as a result of prosecution of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor, Part 1518, Safety and Health Regulations for Construction, as outlined in the Federal Register, Volume 36, No. 75, Saturday, April 17, 1971, Title 29 - LABOR, shall be observed and the contractor shall take, or cause to be taken,, such additional safety and health measures as the Developer may determine to be reasonably necessary.

25. PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of:

- a. Obtaining the County's approval of the Application for such assistance; or,
- b. Any other approval or concurrence of the County required under this Agreement, Title I of the Housing and Community Development Act of 1974, or State regulations with respect thereto; provided, however, that reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

26. CONFIDENTIAL FINDINGS

All of the reports, information, data, etc., prepared or assembled by the Subrecipient or Contractor under any Agreement are confidential, and the Subrecipient or Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

27. ACCESS TO RECORDS – MAINTENANCE OF RECORDS

Lee County, the Department of Housing and Urban Development, the Comptroller

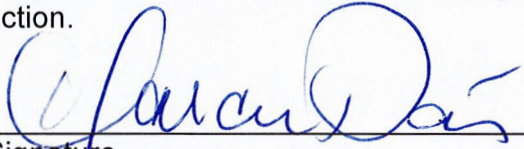
General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Subrecipient or Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with any contract will be maintained in a central location by the unit of local government and will be maintained for a period of five (5) years from the official date of the County's final closeout of the grant.

28. INSPECTION

The authorized representative and agents of Lee County and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

29. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in any contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

BY: 
Signature
MARCIA DANU
Name (print)

8/29/24
Date

EXHIBIT I

CDBG-DR SPECIAL TERMS AND CONDITIONS

This Exhibit to the Community Development Block Grant Disaster Recovery (“CDBG-DR”) Program Subrecipient Agreement contains special conditions for use with procured contracts and subrecipient agreements that are funded in whole or in part by the U.S. Department of Housing and Urban Development (“HUD”) under Title I of the Housing and Community Development Act of 1974 (Pub. L. 93-383) as amended.

This Exhibit shall be included as part of the terms of the agreement for all procured contracts and subrecipient agreements funded fully or in part by the CDBG-DR Program by Lee County and the selected contractor or subrecipient.

1. INITIAL RISK ASSESSMENT

The Subrecipient has provided, or will provide, the County with information about the Subrecipient’s experience, processes, policies, and procedures related to the management of Federal funding by the Subrecipient. These submissions, in addition to discussions with the Subrecipient, have been used by the county to assess the risk of noncompliance and capacity to compliantly execute the required activities for which the Agreement is made.

Should there be substantive changes to the organization, key personnel, methods, capacity, policies, or processes of the Subrecipient that impact the implementation of this Agreement, the Subrecipient shall notify the County of said changes within 30 days of those changes.

The Subrecipient agrees to provide documents and information to the County, within 30 days of such a request made by the County, to facilitate its due diligence review as required by Federal Register Notice 88 FR 32046. Subrecipient further agrees to comply with the requirements, requests, and results of the County’s due diligence and maintain the capacity to carry out disaster recovery activities in a timely and compliant manner at all times during the term hereof.

2. RISK ASSESSMENT

During the term of this Agreement, the Subrecipient agrees to provide documents and information, within 30 days of such a request made by the County, to facilitate the County’s Subrecipient risk assessment process. The Subrecipient further agrees to comply with the requirements, requests, and results of the County’s risk assessment, including participation in Subrecipient monitoring events.

3. SPECIAL CONDITIONS

Pursuant to *Exhibit A*, Scope of Work, and the Risk Assessment Sections, as referenced above, Subrecipient agrees to adhere to the following Special Conditions:

A. None

EXHIBIT J
SUBRECIPIENT STAFF ORGANIZATION
Renaissance Preserve Family /Senior

The Subrecipient must complete the following information, as applicable, as an extension of the requirements outlined within SECTION XVIII. NOTICES of the Agreement. The Subrecipient is not required to hire or create the following positions or titles but should assign the following roles to staff members who will serve as a primary point of contact for relevant responsibilities associated with that role.

Some projects or activities will not require a contact for all roles identified below. In addition, individual staff members may perform multiple roles. The Subrecipient will complete the contact information for those roles which are applicable for successful completion of this project/activity and denote where a specific member is performing multiple roles. If certain roles are not applicable for implementation of this project/activity, please denote "Not Applicable" under the Contact Information for each role.

The Subrecipient is responsible for providing an updated version of this Exhibit as contact information changes or updates are made to personnel which impact the roles and responsibilities. Descriptions of each role are outlined below.

Section 1: Subrecipient Contract Administrator

1. Description

The Subrecipient Contract Administrator (must be a Subrecipient employee) is identified in SECTION XVIII. NOTICES of the Agreement. Unless otherwise directed by the County, any notice, report, or other communication required by the Agreement shall be directed via the County's approved system or written to the Subrecipient's Contract Administrator at the contact information identified in SECTION XVIII. NOTICES of the Agreement.

2. Contact Information

Name: Marcia Davis
Title: Executive Director
Agency: Housing Authority of the City of Fort Myers
Address: 4224 Renaissance Preserve Way, Fort Myers, FL 33916
Telephone: Marcia@HACFM.org
Email: 239-344-3221

Section 2: Project Manager

1. Description

The Subrecipient staff member who will serve as the primary contact and decision-maker for the project's implementation. This staff member is responsible for ensuring the project reaches established milestones and deadlines for completion, oversees all elements of project completion (e.g., procurement actions, reconciliations, contract management, administration), and is considered the administrator to ensure general and overall compliance of the project/activity with the CDBG-DR grant.

2. Contact Information

Name: Desi Wynter
Title: Chief Real Estate Officer
Agency: Housing Authority of the City of Fort Myers
Address: 4224 Renaissance Preserve Way, Fort Myers, FL 33916
Telephone: desiW@hacfm.org
Email: 239-344-3221

Section 3: Davis Bacon and Labor Standards Coordinator

1. Description

The Subrecipient staff member who will serve as the contact and subject matter expert for ensuring the project's compliance with Section 3 and Davis-Bacon and Related Acts (DBRA) labor standards. This staff member is responsible for actions such as providing guidance to (including conducting monitoring and oversight of) contractors and vendors on Section 3 and labor compliance requirements. This includes, but is not limited to, overseeing Section 3 goals reporting by contractors and vendors, conducting employee interviews, reviewing certified labor payrolls, and completing Section 3 and labor compliance reports for submission of performance data to the County. The Coordinator would likely be responsible for ensuring proper recordkeeping of such files to provide access to records by the County or other parties, as described in the Agreement, in support of monitoring, audits, and inspections. If this role is handled by a consultant or other personnel who is not a part of the Subrecipient's staff, please also note a Subrecipient staff member who is responsible for overseeing the acceptable completion of duties by personnel for this role.

2. Contact Information

Name: Paul Leingang
Title: Management Analyst
Agency: Housing Authority of the City of Fort Myers
Address: 4224 Renaissance Preserve Way, Fort Myers, Florida 33916
Telephone: paulL@hacfm.org
Email: 239-344-3238

Section 4: Section 504 Coordinator

1. Description

The Subrecipient staff member who will serve as the contact and subject matter expert for ensuring the project's compliance with Section 504, the Americans with Disabilities Act of 1990 ("ADA") and ensuring meaningful access to persons who are Limited English Proficiency (LEP). This staff member is responsible for actions which include, but are not limited to, conducting a Section 504 evaluation or self-assessment of Subrecipient facilities, detailing and tracking complaints or grievances on potential Section 504 or Civil Rights violations, and developing and maintaining Language Access Plans (LAPs) for LEP individuals, as applicable. The Coordinator would likely be responsible for ensuring proper recordkeeping of files to provide access to records by the County or other parties, as described in the Agreement, in support of monitoring, audits, and inspections. If this role is handled by a consultant or other personnel who is not a part of the Subrecipient's staff, please also note a Subrecipient staff member who is responsible for overseeing the acceptable completion of duties by personnel for this role.

2. Contact Information

Name: Barbie Hourihan
Title: Director of Asset Management
Agency: Housing Authority of the City of Fort Myers
Address: 4224 Renaissance Preserve Way, Fort Myers, Florida 33916
Telephone: barbieh@hacfm.org
Email: 239-344-3253

Section 5: Fair Housing Coordinator

1. Description

The Subrecipient staff member who will serve as the contact and subject matter expert for ensuring the project's compliance with Fair Housing requirements as outlined within the Agreement and Exhibits. This staff member is responsible for actions which affirmatively promote fair housing, which may include, but are not limited to, conducting, overseeing, and documenting fair housing activities, conducting affordable housing reports, and detailing and tracking complaints or grievances on potential Fair Housing violations, as applicable. The Coordinator would likely be responsible for ensuring proper recordkeeping of such files to provide access to records by the County or other parties, as described in the Agreement, in support of monitoring, audits, and inspections. If this role is handled by a consultant or other personnel who is not a part of the Subrecipient's staff, please also note a Subrecipient staff member who is responsible for overseeing the acceptable completion of duties by personnel for this role.

2. Contact Information

Name: Barbie Hourihan
Title: Director of Asset Management
Agency: Housing Authority of the City of Fort Myers
Address: 4224 Renaissance Preserve Way, Fort Myers, Florida 33916
Telephone: barbieh@hacfm.org
Email: 239-344-3253

Section 6: Financial Manager

1. Description

The Subrecipient staff member who will serve as the primary contact and subject matter expert for all financial management duties associated with the project. This staff member is most likely responsible for overseeing accounting actions such as accounts receivable, accounts payable, project budget setup, or encumbering the CDBG-DR dollars within the Subrecipient's financial management system and/or fiscal year (FY) obligations of CDBG-DR dollars to the project/activity governed by this Agreement. Tasks of the Financial Manager may include, but are not limited to, approving project invoices, overseeing monthly account reconciliations, creating or approving annual budgets for expending CDBG-DR dollars under this project/activity, and being responsible for walking through accounting procedures for County staff. The Financial Manager would likely be responsible for ensuring proper recordkeeping of such financial and accounting records for access by the County or other parties, as described in the Agreement, in support of monitoring, audits, and inspections. Given the segregation of duties for financial and accounting staff, the Financial Manager may also supervise or oversee multiple accounting clerks, financial analysts, or other financial staff who perform duties described above.

2. Contact Information

Name: Sieglinde Chambliss
Title: Senior Advisor
Agency: Housing Authority of the City of Fort Myers
Address: 4224 Renaissance Preserve Way, Fort Myers, Florida 33916
Telephone: sieglinde@hacfm.org
Email: 239-344-3221

Section 7: Certification of Time Allocation

Are there any staff who are working on both CDBG-DR and non CDBG-DR programs? Yes

If so how many, and list names:

Marcia Davis Brian Evans Desi Wynter Paul Leingang Barbie Hourihan

EXHIBIT K

CDBG-DR PROGRAM SUBROGATION AGREEMENT

This Subrogation and Assignment Agreement ("Agreement") is made and entered into by and between The Housing Authority of the City of Fort Myers (hereinafter referred to as "Subrecipient") and Lee County (hereinafter referred to as "County").

In consideration of the Subrecipient's receipt of funds or the commitment by the County to evaluate the Subrecipient's application for the receipt of funds (collectively, the "Subrecipient Award") under the Community Development Block Grant – Disaster Recovery Program (the "CDBG-DR Program") administered by the County, the Subrecipient hereby assigns to the County all of the Subrecipient's future rights to reimbursement and all payments received from any grant, subsidized loan, lawsuit, or insurance policies of any type or coverage, or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency ("FEMA") or the Small Business Administration ("SBA") (singularly, a "Disaster Program" and collectively, the "Disaster Programs"), that was the basis of the calculation of the Subrecipient Award paid or to be paid to the Subrecipient under the CDBG-DR Program and that are determined at the sole discretion of the County to be a duplication of benefit ("DOB"), as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from insurance, FEMA, or the SBA, or any other source, and whether or not such amounts are a DOB, shall be referred to herein as "Proceeds," and any Proceeds that are a DOB shall be referred to herein as "DOB Proceeds."

The Subrecipient agrees to notify the County within five (5) business days of any additional or new payments, loans, grants, or awards by HUD, FEMA, SBA, the State of Florida, or any other entity not specifically disclosed in this Agreement. Further, the Subrecipient understands and acknowledges the County's right and responsibility to enforce this requirement by recapturing all or a portion of the CDBG-DR Subrecipient Award if the Proceeds received are determined to be DOB Proceeds within this CDBG-DR Program activity. The Subrecipient will be required to pay back the received CDBG-DR Subrecipient Award, which was found to be DOB Proceeds, within 30 days of receipt of the identified duplicative payment. The amount of DOB determined to be paid to the County shall not exceed the Subrecipient Award amount received by the Subrecipient from the CDBG-DR Program.

The Subrecipient agrees to assist and cooperate with the County to pursue any of the claims the Subrecipient has against insurers for reimbursement of DOB Proceeds under any such policies. The Subrecipient's assistance and cooperation shall include, but not be limited to, allowing suit to be brought under the Subrecipient's name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing records and other evidence, testifying at trial, and any other form of assistance and cooperation reasonably requested by the County. The Subrecipient further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that the Subrecipient would be entitled to under any applicable Disaster Program.

If requested by the County, the Subrecipient agrees to execute such further and additional documents and instruments as may be requested to further and better assign to the County, to

the extent of the Subrecipient Award paid to the Subrecipient under the CDBG-DR Program, the policies, any amounts received under the CDBG-DR Program that are DOB Proceeds, and/or any right thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by the County to consummate and make effective for the purposes of this Agreement.

The Subrecipient explicitly allows the County to request of any company with which the Subrecipient held insurance policies, FEMA, SBA, or any other entity from which the Subrecipient has applied for or is receiving Proceeds, any non-public or confidential information determined to be reasonably necessary by the County to monitor and enforce its interest in the rights assigned to it under this Agreement and give the Subrecipient's consent to such company(ies) to release all information to the County.

If the Subrecipient (or any lender to which DOB Proceeds are payable to such lender, to the extent permitted by superior loan documents) hereafter receives any DOB Proceeds, the Subrecipient agrees to promptly pay such amounts to the County, if Subrecipient received a Subrecipient Award under the CDBG-DR Program in an amount greater than the amount the Subrecipient would have received if such DOB Proceeds had been considered in the calculation of the Subrecipient's award.

In the event that the Subrecipient receives or is scheduled to receive any subsequent Proceeds, the Subrecipient shall notify the County in the manner above of such subsequent Proceeds. The County will determine the amount, if any, of the subsequent Proceeds that are DOB Proceeds ("Subsequent DOB Proceeds"). Subsequent Proceeds in excess of the determined Subsequent DOB Proceeds shall not be requested from the Subrecipient to provide to the County. Subsequent DOB Proceeds shall be remitted to the County as follows:

1. If the Subrecipient has received full payment of the Subrecipient Award, any Subsequent DOB Proceeds shall be remitted to the County.
2. If the Subrecipient has received no payment of the Subrecipient Award, any determined Subsequent DOB Proceeds shall be used by the County to reduce payments and the agreed-upon amount of the Subrecipient Award to the Subrecipient, and all Subsequent DOB Proceeds shall be retained by the Subrecipient for use on the CDBG-DR Program activity.
3. If the Subrecipient has received a portion of the Subrecipient Award, any Subsequent DOB Proceeds shall be used, retained, and/or disbursed in the following order: **(A)** Subsequent DOB Proceeds shall first be used to reduce the remaining payments or agreed-upon amount of the Subrecipient Award, and Subsequent DOB Proceeds in such amount shall be retained by the Subrecipient for use on the CDBG-DR Program activity; and **(B)** any remaining Subsequent DOB Proceeds shall be remitted to the County.
4. If the County makes the determination that the Subrecipient does not qualify to participate in the CDBG-DR Program or the Subrecipient determines not to participate in the CDBG-DR Program, the Subsequent DOB Proceeds shall be returned to the Subrecipient, less any portion of the Subrecipient Award amount paid to the Subrecipient and which needs to be remitted to the County, and this Agreement shall terminate.

Once the County has recovered an amount equal to the Subrecipient Award paid to the Subrecipient, the County will reassign to the Subrecipient any right assigned to the County pursuant to this Agreement.

The Housing Authority of the City of Fort Myers

R

hibit

The Subrecipient represents that all statements and representations made by the Subrecipient regarding Proceeds received by the Subrecipient shall be true and correct as of the date of the signing of this Agreement.

Warning: Any person who intentionally or knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 C.S.C. 3729.

The person executing this Agreement on behalf of the Subrecipient hereby represents that he/she has received, read, and understands this notice of penalties for making a false claim or statement regarding Proceeds received by the Subrecipient.

In any proceeding to enforce this Agreement, the County shall be entitled to recover all costs of enforcement, including actual attorney's fees.

THE HOUSING AUTHORITY OF THE CITY OF FORT MYERS

LEE COUNTY

By: *[Signature]*
Signature: *[Signature]*
Title: *Executive Director*
Date: *9/29/24*

By: Mike Greenwell
Signature: *[DocuSigned by: Mike Greenwell]*
Title: Chair
Date: 9/20/2024 | 10:15 AM EDT