

October 8, 2018

ADDENDUM NUMBER ONE (1)
NOTICE OF FUNDING AVAILABILITY (NOFA)
2018 Affordable Housing, Public Facilities, and Economic Development Projects

The following represents clarification, additions, deletions, and/or modifications to the above reference Notice of Funding Availability. This addendum shall hereafter be regarded as part of the NOFA. Items not referenced herein remain unchanged, including funding window dates. Words, phrases or sentences with a strikethrough represent deletions to the original NOFA. Underlined words and bolded, phrases or sentences represent additions to the original NOFA.

#	Page	Section	What does the addendum do?	The new paragraph(s) now read.
1	4	I. HOME and CDBG Funding Requirements: Priorities and Funding Special Considerations	Adds priority for capital improvement projects that expand service/capacity for children and youth.	<ul style="list-style-type: none">• <u>Capital improvement projects that expand services/capacity for Children and Youth</u>
2	4	II. Applicant Eligibility	Updates eligible and ineligible applicants	<ul style="list-style-type: none">• <u>Individuals/for-profit entities may be eligible for HOME funding as an owner, developer, or sponsor of housing</u>• <u>Any applicant not qualifying as a 501(c)3, except as noted above</u>

ALL OTHER TERMS AND CONDITIONS OF THE NOFA ARE AND SHALL REMAIN THE SAME.



**NOTICE OF FUNDING AVAILABILITY (NOFA) # 2018-1
LEE COUNTY HUMAN & VETERAN SERVICES**

**US Department of Housing & Urban Development (HUD)
HOME Investment Partnership (HOME) General Program Funds
Community Development Block Grant (CDBG) Funds**

NOFA Date Issued: August 1, 2018

FUNDING WINDOWS:

- August 31, 2018.
- December 31, 2018
- April 30, 2019
- December 31, 2019

It is the responsibility of the applicant to ensure application(s) arrive prior to 5:00 of the end of the funding window in order to be considered for that funding cycle. Applications received after 5:00 p.m. will be retained and evaluated at the end of the next funding window.

Submit Applications to:
dpaxton@leegov.com
Lee County Human and Veteran Services
Attn: Debbie Paxton
2440 Thompson Street
Fort Myers, FL 33901

Electronic or CD version preferred

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

**Lee County Human & Veteran Services
2440 Thompson Street
Fort Myers, Florida 33901**

**Debbie Paxton, Contract Specialist
239-533-7942
dpaxton@leegov.com**

INTRODUCTION

Lee County Human & Veteran Services (LCHVS) is issuing this Notice of Funding Availability (NOFA) requesting applications to fund viable projects through a competitive application process utilizing federal funding with a major goal of increasing the affordable housing inventory in Lee County. U.S. Department of Housing & Urban Development (HUD), HOME Investment Partnership (HOME) and Community Development Block Grant (CDBG) funding requirements are applicable to this NOFA and entire process.

HOME and CDBG programs are designed with a primary focus of assisting low- and moderate-income persons. The purpose of the grant funding is as follows:

- HOME funds are to increase affordable housing;
- CDBG Non-Profit Capital Improvements funds increase affordable housing and improve public facilities and infrastructure;
- CDBG economic development funds create economic opportunities and jobs.

Estimated funds available - \$1,647,000.00 (includes HOME & CDBG). Additional funds may be added as funds become available. The minimum amount per project considered for funding is \$25,000.

I. 2018 NOFA Schedule

Applications will be accepted on an open-ended cycle and evaluated to determine if the proposed activity is eligible and meets a national objective; if applicant has the capacity to undertake the activity; and if activity will be funded. Specific type of funding will be identified based on the type of project and available funding. Applications will be evaluated on a periodic basis as noted below under the Funding Window section and awarded as funding is available

8 / 1 / 18 NOFA published. Access via: <https://www.leegov.com/dhs/funding/rfp>

8 / 9 / 18 Information Meeting (Non-Mandatory)

Applications will be accepted within the following Funding Windows:

- August 31, 2018.
- December 31, 2018
- April 30, 2019
- December 31, 2019

Applications received by 5:00 p.m. on the last day of the Funding Window will be evaluated to determine if the proposed activity is eligible and meets a national objective, if applicant has the capacity to undertake the activity and if activity will be funded. Applications received after the window closes will be held until the next funding cycle. Applications not funded during a cycle will be re-evaluated in the following cycles.

I. HOME and CDBG FUNDING REQUIREMENTS:

HOME funds are utilized to strengthen public-private partnerships and to expand the supply of decent, safe, sanitary, and affordable housing, with primary attention to rental housing, for very low-income and low-income families. A few examples of HOME funded projects include acquisition and rehabilitation of existing housing or new construction of housing of which can be used for rent or homeownership.

Lee County stipulates that rental housing funded under this NOFA is restricted to tenants with annual household income at or below 50% of area median income (AMI). Rental housing must comply with the HOME Rent Limits established by HUD and must not exceed 30% of the household monthly income. Current HOME rent limits for households with 50% of area median income, subject to change prior to awarding of funds, are noted below. The applicant is responsible to ensure adherence to all updated provisions/limits and should review on a regular basis to guarantee compliance the HUD Rent Limits located at <https://www.hudexchange.info/programs/home/home-rent-limits/>.

Low Rent Limits (50%)	Efficiency	1 Br	2 Br	3 Br	4 Br	5 Br	6 Br
	557	597	717	828	923	1,019	1,114

CDBG funded projects and activities must meet the CDBG national objective of benefiting low to moderate income (LMI) persons which is defined as “under 80% Area Median Income (AMI)”. Specific national objective will be determined prior to award of funding. The AMI is subject to change based on HUD’s annual calculations and must be adjusted and adhered to throughout the life of the grant and subsequent affordability period. Income limits can be located at: [CDBG Income Limits - HUD Exchange](#)

Applicants must be able to **DOCUMENT** that the activities benefit LMI persons by:

- Establishing that the clientele to be served are generally presumed to be principally low and moderate income persons as defined in §24 CFR 570.483(b)(2)(ii)(A). **OR**
- Requiring information on household size and income so that it is evident that at least 51% of the clientele are persons whose family income does not exceed the low and moderate income limit; **OR**
- Have income eligibility requirements, which limit the activity exclusively to LMI persons. **OR**
- Be an economic activity, which is designed to create or retain permanent jobs, of which at least 51 percent (computed on a full-time equivalent basis) will be made available to or held by LMI persons. Project must provide at least a minimum level of public benefit as described in 24 CFR 570.209(b).

Page 6 includes pertinent Federal Regulations references/sites.

EXAMPLES OF ELIGIBLE PROJECTS:

- Newly constructed or acquired/rehabbed multi-family affordable rental housing.
- Newly constructed or acquired/rehabbed single family home for sale or rent to income eligible households.
- Acquisition/Construction/rehabilitation to facilities for persons with special needs such as: homeless or domestic violence shelters, transitional living; nursing homes, group homes for the disabled or children in foster care.
- Purchase of vacant land for an affordable housing project.
- Acquisition, construction, reconstruction, or rehabilitation of property to expand or attract commercial or industrial businesses.
- Economic development services in connection with otherwise eligible CDBG economic development activities.
- Services specifically related to employment and business creation, such as:
 - Job training;
 - Employment and job placement services; or
 - Training for potential entrepreneurs.
- Projects designed to create conditions for economic growth including the creation or retention of permanent jobs.
- Financial support; technical assistance; general support to microenterprise businesses; or training and technical assistance or other support services to increase the capacity of grantees to carry out microenterprise activities (small business development).

Examples of Ineligible Projects and Expenses:

The following projects or conditions (not all inclusive) will be deemed ineligible for funding:

- Acquisition of vehicles and acquisition of occupied property
- Renovation or construction of spaces used solely for administration or storage

- Purchase of personal property, including equipment, fixtures, motor vehicles, furnishings, or other personal property is generally ineligible
- Business relocation resulting in a significant loss of employment in the labor market area

PRIORITIES AND FUNDING SPECIAL CONSIDERATIONS

- Projects that increase the affordable rental housing inventory
- Projects that are “shovel ready”
- Projects utilizing green building and energy efficiency features
- Applicant demonstrating experience working with applicable funding sources, HOME and/or CDBG
- Applicant with experience with projects of similar size, scope, same or similar funding, and level of capacity to proposed project
- Applicant who has site control or an executed contract for purchase of project site
- Applicants who are able to provide documentation that project costs have been leveraged from other sources.
- Applicant collaborating with or providing a Department of Labor YouthBuild Program

This NOFA does not include funding for CHDO Operating Expenses, Capacity Building Costs, Technical Assistance, Site Control Loans, Homeowner Rehabilitation, Homebuyer Assistance, or Public Service activities.

II. APPLICANT ELIGIBILITY

Eligible applicants must have all the following requirements for application submission:

- Public or private nonprofit 501(c)3 organization including faith-based organizations with limitations as described in 24 CFR 5.109
- Independent certified audited financial statement of the most recent or immediate prior fiscal year, including the management letter and written response
- Current CPA’s Peer Review letter
- Most recent Form 990
- Monthly Financial Statements (within last 60 days)
- Insurance coverage as detailed in example contract at end of packet

Ineligible applicants:

- Governmental agencies/departments
- Any applicant not qualifying as a 501(c)3 organization
- Professional sports teams

III. APPLICATION SUBMISSION INFORMATION

Submit applications to the Lee County Human & Veteran Services, ATTN Debbie Paxton. Email submission is the preferred method for submission (dpaxton@leegov.com). Agency representative that has the authority and ability to bind the entity must sign application cover page. Faxed applications will not be accepted.

Applications received by 5:00 p.m. on the last day of the Funding Window will be evaluated to determine if the proposed activity is eligible and meets a national objective, if applicant has the capacity to undertake the activity and if activity will be funded. Applications received after the window closes will be held until the next funding cycle. Applications not funded during a cycle will be re-evaluated in the following cycles.

The bidder is instructed to:

- Number all pages of the application beginning with the Application Cover (page 1) and label all attachments.
- Use the content outline contained in this packet to develop the required narrative. Include the question in the narrative, and number the answers corresponding to each question. Do not omit answering any questions. Applications with unanswered questions may not be considered.

Additionally,

- All costs associated with the application preparation are the responsibility of the bidder.
- All responses to this NOFA become the property of Lee County and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes.
- Submission of this application does not guarantee funding.
- The proposed project must specifically benefit residents of Lee County.

REVIEW PROCESS

Applications received by 5:00 p.m. on the last day of the Funding Window will be evaluated to determine if the proposed activity is eligible and meets a national objective; if applicant has the capacity to undertake the activity; and if the project/activity will be funded. Applications received after the window closes will be held until the next funding cycle. Applications not funded during a cycle will be re-evaluated in the following cycles. Projects utilizing federal funds must undergo an underwriting process that includes assessment of development capacity and fiscal soundness, as well as an examination of neighborhood conditions to ensure adequate need for the project. Guidelines for Evaluating and Selecting Economic Development Projects located at 24 CFR 570.209 will be used to evaluate economic development projects/activities.

Contracts will be awarded with funds currently available and as funds become available. The County has the final decision making authority for application funding and reserves the right to reject any and all applications and to waive informalities and minor irregularities in applications received and to request additional information. The County reserves the right to reduce, amend, and/or rescind this NOFA at any time prior to the final award and approval of any contract for services by the BoCC and to reject any and all applications based on changes or non-availability in funding as notified by the BoCC and/or HUD. Submission of an application does not guarantee funding.

POST AWARD REQUIREMENTS

Following notification of award, a contract will be executed by the BoCC and administered by LCHVS (example contract follows at the end of NOFA). Bidder should thoroughly review the contract template, including program guidelines, to ensure ability to abide by all requirements, terms and conditions. The contract will be based upon the information submitted in the application and all accompanying exhibits and attachments. Contract language is not negotiable. The contract is reimbursement based. The awarded applicant must be able to pay for project costs and related work must be completed prior to requesting payment. Additional information and/or meetings may be requested prior to contract creation. Modifications and updates to application exhibits may be required prior to contract execution. In order to secure all projects and enforce affordability period, a document (i.e. Declaration of Restrictive Covenants, Second Mortgage) will be required to be recorded at Lee County Clerk of Courts. The awarded applicant must register in the System for Award Management (SAM) (<https://sam.gov>) prior to contract execution and remain registered.

OTHER FEDERAL REQUIREMENTS

Approved projects are subject to regulations of federal funds including, but not limited to, public and competitive bidding, prevailing wage, affirmative action, civil rights, environmental review, property standards, lead based paint regulations, relocation, and accessibility requirements. Projects must meet State/Local government codes for any building converted, rehabilitated, or renovated.

The applicant is required to comply with all contract and applicable State, County, and HUD HOME and CDBG requirements including applicable environmental reviews and Davis Bacon Act requirements. The applicant must comply with requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 U.S.C. 276c), and all other applicable Federal, state, and local laws and regulations pertaining to labor standards applicable to this agreement. The applicant shall maintain documentation that demonstrates compliance with hour/wage requirements of this part.

Questions regarding the HOME program, HOME requirements, HOME Community Housing Development Organization (CHDO) requirements, or the CDBG Program may be researched at the following sites:

- A Federal Regulations - 24 CFR 92 (HOME), 24 CFR 570 (CDBG), and 2 CFR 200 (Uniform Administrative Requirements):
<http://www.ecfr.gov/cgi-bin/ECFR?page=browse>
- B HUD HOME Website: <https://www.hudexchange.info/programs/home/>
- C HUD HOME Program Topics:
<https://www.hudexchange.info/programs/home/topics/>
- D HOME CHDO Qualification Request Checklist:
[HOME Investment Partnerships](#)
- E HOME Maximum Per-Unit Subsidy Limits:
<https://www.hudexchange.info/resource/2315/home-per-unit-subsidy/>
- F HOME Rent Limits: <https://www.hudexchange.info/manage-a-program/home-rent-limits/>
- G HOME Income Limits: <https://www.hudexchange.info/manage-a-program/home-income-limits/>
- H CDBG Program: <https://www.hudexchange.info/programs/cdbg-entitlement/>
- I CDBG Guide to National Objectives and Eligible Activities:
<https://www.hudexchange.info/resource/89/community-development-block-grant-program-cdbg-guide-to-national-objectives-and-eligible-activities-for-entitlement-communities/>
- J CDBG Income Limits: <https://www.hudexchange.info/resource/5334/cdbg-income-limits/>

APPLICATION COVER PAGE
Release Date: August 1, 2018

Applicant/Agency Name: _____

Federal ID#: _____ Agency Fiscal Year: ____/____ through ____/____

DUNS #: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: _____ Fax Number: _____

Name of Contact Person: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____ Web Page: _____

Please list the amount being requested for the following eligible activities:

Affordable Rental Housing - Acquisition and/or Rehabilitation	\$	_____
Affordable Rental Housing – New Construction	\$	_____
Affordable Homeownership Housing – Acquisition and/or Rehab	\$	_____
Affordable Homeownership Housing – New Construction	\$	_____
Public Facilities and Improvements	\$	_____
Economic Development	\$	_____
Total Request	\$	_____

I hereby certify that I am an authorized representative of the agency and that to the best of my knowledge:

- The data in this application is true and accurate; including agency's overall organization, history, and agency's success with similar projects in the past, or with any current projects;
- This document has been duly authorized by the governing body;
- The agency will be able to meet all of the minimum application requirements as specified in the NOFA;
- The agency will comply with the necessary certifications and assurances and provide project described in the application including federal regulations and requirements if a contract is awarded.

Representative's Name: _____ Title: _____

Representative's Signature: _____ Date: _____

I. PROJECT INFORMATION

Include a concise, detailed description of proposed project, with enough information to ensure reviewers will have a comprehensive understanding of the proposed project . Award of funding will be affected by the thoroughness of the description that is presented. At a minimum, include the following:

1. Summary of proposed project including number of projected clientele to be served, programs and services to be offered and project goals;
2. Number and location of homes to be acquired/rehabilitated/constructed or facility to be improved;
3. Need in the community and how the project addresses the need;
4. The proposed project's impact on affordable housing or services to the community;
5. If the proposed project is addressing a special needs population, describe the population; how the project specifically accommodates this group; and any service gaps in the community and how project will address the gaps;
6. Why requested funds are needed and how they will be used and enhance this project;
7. Explanation of the applicant's partnerships/collaborations with other area service providers, and how those partnerships/collaborations will impact this project;
8. Project timeline and milestones;
9. Explanation of other available funding sources, fundraising activities, and match that will be used for the project. *Maximization of resources by combining other funding sources is encouraged;* and
10. **For acquisition, construction, reconstruction, or rehabilitation of property**, explain if the agency has current site control necessary for the project or necessary steps (and timeline) to obtain site control. *Attach drawings and/or work specifications showing a clear description of modifications anticipated to the project site, if available;*
11. **For facility expansion projects**, include a demonstration of the increase in demand for services, documentation of cost benefit of the services provided, and depiction of adequate staff for increase in services.
12. **For economic development projects**, describe goals and objectives to meet the identified need, including full-time jobs to be created/retained, number of microenterprise businesses assisted, or the good and services to be provided and to which designated low to moderate income area they will be provided.
13. **For rental housing projects**, provide the following:
 - Method of calculation used to determine the rent amount;
 - Method for calculation of rental amounts on an annual basis after the initial rent determination and procedure for rent increases.
 - Describe process to maintain compliance of property standard requirements.
 - Describe plan to ensure that initial occupancy occurs within timely manner and that unit(s) remain occupied.
14. **For homebuyer projects**, provide the sales price or proposed method by which the sales price for housing will be determined and describe the plan to ensure that property will be sold to an eligible client within required period and strategy if property does not sell in timely manner.

II. AGENCY & ADMINISTRATIVE CAPACITY

1. Describe the agency's mission and programs/services offered by the agency.
2. Explain how the agency ensures nondiscrimination in the provision of services.
3. Summarize the agency's experience providing the proposed activities/programs/services.
4. List primary staff who will be administering the proposed project, including tenure of staff and previous program experience.
5. Describe the plan to manage the development process and on-going rental housing or public facility property management.
6. Describe how client files are maintained and reported.
7. **Affordable Housing Projects:**
 - a. Summarize the agency's experience in affordable housing development, housing management and/or other areas relevant to the proposed project. *Include a list of affordable housing projects developed by the agency, number of units, and year completed.*
 - b. Describe the agency's Affirmative Fair Housing Marketing Plan. *A copy of the agency plan will be required if funding is approved for projects including five or more units.*

III. FISCAL CAPACITY

1. List and describe all funds to be used for this project that have been secured and/or are expected to be received. If other funding is anticipated, include expected time frame for receipt.
2. Describe accounting systems and internal fiscal controls.
3. Attach a detailed project budget for the proposed activity. (See attached format) *Each line item amount must be a reasonable and necessary cost for the performance of the project.*
4. **For Rental Projects:** Attach an Operating Expense Pro Forma demonstrating applicant's ability to cover facility operating and maintenance expenses for 20 years. (See attached format)

PROJECT OR ACTIVITY BUDGET

Include all expenses and funding sources, the dollar amount for each source, and all uses of funds. Attach documentation of funding sources such as a commitment letter, mortgage, grant agreement, or tax credit including terms and conditions, and/or partnership agreement including cash contribution amount.

Detail/Itemization by Line Item	Requested Funding	Other Funds	Total	Budget Narrative
<p>Itemize each expense within each line item category.</p> <p>Ensure the budget is realistic and can be implemented correctly. This budget will be used to determine the budget within the contract agreement should the project be chosen for funding.</p> <p>Indicate that only those expenses directly tied to the project are included within this budget and that all mathematical projections are accurate.</p>	<p>Proposed amount of federal HUD funds that will be required to complete the project. Funds must not be used to replace, but to complement other funding sources.</p>	<p>Sources of funds other than federal HUD funds.</p>	<p>Total amount of funding from previous columns.</p>	<p>Provide a concise description of each budget category indicated. Expenses should be specific to the proposed project or activity.</p> <p>In addition, provide detail descriptions of other funding sources, when available, any restrictions on how funds are to be used, etc.</p>
Total				

CSFA # _____
CFDA # _____
Contract No. _____
Funding Source:

STANDARD NONPROFIT/GOVERNMENT CONTRACT

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

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

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

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

ARTICLE I: SCOPE OF SERVICES

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

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

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

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

ARTICLE II: TERM OF CONTRACT

This Contract shall begin **2017** and end, **2018** unless terminated as specified in Article VIII, Suspension/Termination.

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

ARTICLE III: COMPENSATION AND REPORTS

A. Contract Payment

The **COUNTY** will make payments on a reimbursement basis to the **PROVIDER** and the **PROVIDER** agrees to accept as full compensation the total amount not to exceed **\$.00**. Payments will be authorized only for work completed and/or services delivered during the term of the contract as stated in ARTICLE II: TERM OF CONTRACT and prior to the payment request date. Documentation of eligible expenses will be provided as stated in ARTICLE III C. Contract Deliverables. Payment is subject to the provisions of ARTICLE III B. Deferred Payment/Return of Funds and ARTICLE IX:SUSPENSION/TERMINATION. Funding is contingent upon the availability of funds.

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

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

For Partnering for Results (PFR) contracts, Lee County will fund no more than 25% of the program’s actual cash expenses. The agency must be able to substantiate receipt of at least 75% of revenue from other sources or the amount of contract may be reduced. Documentation of expenses may be required at any time during the contract term if the ratio of county funding to program expenses exceeds or is close to exceeding the 25/75% requirement. In addition, Lee County may not fund program if revenues significantly exceed expenses.

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

B. Deferred Payment/Return of Funds

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

If, as a result of monitoring or audit, units of service provided are not documented a

payment may be deferred. If units are found to be unallowable, no future payments will be made until the full amount of overpayment is remitted to Lee County or a repayment agreement is accepted by Lee County. If the monitoring or audit occurs after the term of this contract, the **PROVIDER** will be required to remit funds to the **COUNTY** in accordance with the repayment conditions below.

The **PROVIDER** agrees to return to the **COUNTY** any overpayments due to funds disallowed pursuant to the terms of this Contract and/or Federal requirements. For contracts funded under the Partnering for Results (local general fund) process, repayment will be required if the amount paid exceeds 25% of program expenses. Such funds shall be considered **COUNTY** funds and must be refunded to the **COUNTY** within thirty (30) days of receiving notice from the **COUNTY** in writing regarding the overpayment. Should repayment not be made in a timely manner, the **COUNTY** will charge interest of one (1) percent per month compounded on the outstanding balance after forty (40) calendar days after the date of notification or discovery. The **PROVIDER** will be required to reimburse the **COUNTY** for any acts of non-compliance resulting in disallowed costs or fines.

C. **Contract Deliverables**

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

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

Appropriate back-up/supporting documentation may include: cancelled checks, vendor invoices, authorized purchase orders, attendance/service logs, other funder invoices, expenditure spreadsheets or other original documentation, as well as a copy of the PROVIDER'S check issued with authorized signature. Two-sided copies of back-up documentation are preferred. For Construction Contracts, inspection reports from qualified officials should be submitted with the appropriate monthly payment request. For PFR contracts, documentation of expenses may be required as back-up/supporting documentation if the ratio of county funding to program expenses exceeds or is close to exceeding the 25/75% requirement.

The Exhibit 1 (Payment Request) must be submitted with an **original, authorized** signature. An email or fax submission of Exhibit 1 is acceptable **ONLY** when there is no reimbursement requested. Cancelled checks, bank statements and/or other documentation from vendor that expense has been paid or service provided may be verified during monitoring.

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

- EXHIBIT 2- Program/Demographics/Beneficiary Report –Due: As indicated on Exhibit 2.**
- EXHIBIT 3 – Performance Outcomes Report – Due: As indicated on Exhibit 3.**
- EXHIBIT 4 - Quarterly Unit Rate & Revenue Analysis Report – Due: 30 days following the end of each quarter. (Jan 31; April 30; July 31; Oct 31). Documentation to support expenditures and revenue MUST be attached i.e. QuickBooks; Profit/Loss Statement.**
- EXHIBIT 5- Annual Progress Report or Closeout Report- Due as indicated on Exhibit 5 and/or in Section D.**
- EXHIBIT 6 - Certificate of Insurance - Insert in contract.**
- EXHIBIT 7 – Statement of Work – Insert in contract.**
- EXHIBIT 8 - Equipment/Fixed Assets Inventory Form- Due: 30 days from purchase of equipment or fixed assets, and annually on October 1.**
- EXHIBIT 9 - Annual Certification of Continued Operation (ESG) - Due: As indicated on Exhibit 9.**
- EXHIBIT 10- Current Board of Directors Roster**

For all reports except the Exhibit 1 (Payment Request) either an email or hard copy of reports is acceptable. The Exhibit 1 (Payment Request) must have original signatures. Other reports requiring signatures can have an electronic signature or a scanned copy of the report with signature.

2. Required Documents

- Audited Financial Statement and Management Letter for fiscal year(s) in which contract funds are expended – **Due Date: Non profits - 180 days following the end of PROVIDER’S fiscal year(s); Governments/municipalities - 270 days following the end of fiscal year(s).**
- Copy of latest Form 990 - **Due Date: Non profits – -180 days following the end of PROVIDER’S fiscal year(s)**
- Monitoring Reports – A copy of monitoring reports issued from other sources that fund any program covered under this contract and copies of **PROVIDER’S** response to the funding agency are due to the **COUNTY** no later than **30 days** after receipt by the **PROVIDER.**

D. Contract Closeout

- Partnering for Results: Unit Rate Analysis Report -Due: 30 days after contract end.**
- Partnering for Results: Final Payment Request –Due: 4 business days after contract end.**

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

ARTICLE IV: AUDITS, MONITORING, AND RECORDS

A. Monitoring

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

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

B. Audits and Inspections

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

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

interview and discussion related to such documents.

C. Records

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

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

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

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

D. Independent Audit

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

- auditor's opinion

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

An original, bound version must be submitted. As an alternative, an electronic format **sent from the auditing firm** is acceptable. The audit must be submitted to the **COUNTY** no later than one hundred eighty (180) days following the end of a non profit **PROVIDER'S** fiscal year and two hundred seventy (270) days following the end of a government/municipality **PROVIDER'S** fiscal year. If applicable, any corrective action plan must be submitted. Failure to submit the report within the required time frame can result in the withholding of payment, or termination of the contract by the **COUNTY**.

The audit must be conducted by an independent, licensed certified public accountant with an unmodified opinion on their current peer review and must be in accordance with the General Accounting Office (GAO) Yellow Book, Generally Accepted Government Auditing Standards, OMB Circular A-133 “Audits of States, Local Governments and Non-Profit Organizations” if applicable, the Florida Single Audit Act (F.S. 215.97) if applicable, and the Auditor General Rule 10.550 (Government) or 10.650 (Not For Profit) as applicable.

Copy of the latest Form 990 must also be submitted no later than one hundred eighty (180) days following the end of a non profit **PROVIDER'S** fiscal year.

ARTICLE V: AMENDMENTS

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

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

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

ARTICLE VI: CONTRACTOR STATUS

A. Independent Contractor

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

B. Subcontracts

Primary roles and responsibilities of **PROVIDER** cannot be subcontracted. It is mutually agreed that any program component that is subcontracted by **PROVIDER** must have a written contract upon execution of this contract. Provider must provide written notice to the **COUNTY** of all subcontractors as well as provide copies of all contracts entered into with subcontractors upon the **COUNTY's** request. Procurement and/or bidding of non primary roles and responsibilities must be awarded on a fair and non collusive basis and must be in compliance with all applicable Lee County, State of Florida and Federal standards. The **PROVIDER** shall not enter into a transaction with a person or affiliate placed on the Florida Department of Management Services' Convicted Vendor List. For projects and services receiving federal funds, the **PROVIDER** shall also not enter into a transaction with debarred, suspended or ineligible contractors and participants included on the Federal Excluded Parties List. The **PROVIDER** must ensure each subcontractor conforms to the terms and conditions of this contract and if applicable Attachment A, Program Guidelines and must be subject to indemnification as stated in Article VIII.

ARTICLE VII: CONFLICT OF INTEREST

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

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

ARTICLE VIII: RISK MANAGEMENT

A. Hold Harmless and Indemnity Clause

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

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

B. Insurance Requirements

Insurance – Non Profit Providers

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

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

1. **Workers' Compensation**– Statutory benefits as defined by Florida Statute 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees. Employers' liability will have minimum limits of:
\$100,000 per accident
\$500,000 disease limit
\$100,000 disease limit per employee

2. **Commercial General Liability** – Coverage shall apply to premises and/or operations,

products and/or completed operations, independent contractors, contractual liability, and broad form property damage exposures with minimum limits of:

- \$500,000 bodily injury per person (BI)
- \$1,000,000 bodily injury per occurrence (BI)
- \$500,000 property damage (PD) or
- \$1,000,000 combined single limit (CSL) of BI and PD

The General Liability Policy Certificate shall name "**Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials**" as "**Additional Insured**". The **PROVIDER** agrees that the coverage granted to the Additional Insured applies on a primary basis, with the Additional Insured's coverage being excess.

3. **Business Auto Liability** – The following Automobile Liability will be required and coverage shall apply to all owned, hired, and non-owned vehicles used with minimum limits of:
 - \$100,000 bodily injury per person (BI)
 - \$300,000 bodily injury per occurrence (BI)
 - \$100,000 property damage (PD) or
 - \$300,000 combined single limit (CSL) of BI and PD
4. **Directors & Officers Liability** – Entity coverage to cover claims against the organization directly for wrongful acts with limits not less than \$100,000.
5. **Fidelity Bonding** – Covering all employees who handle the agency's funds. The bond amount must be equivalent to the highest daily cash balance or a minimum amount of \$50,000.

Insurance – Government/Municipality

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

C. Notice of cancellation or modification

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

ARTICLE IX: SUSPENSION/TERMINATION

A. Suspension

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

In the event **PROVIDER** ceases operation for any reason or files for protection from creditors under bankruptcy law, any remaining unpaid portion of this Contract, less funds for expenditures already incurred, shall be retained by the **COUNTY** and the **COUNTY** shall have

no further funding obligation to the **PROVIDER** with regard to those unpaid funds.

For contracts funded under “Partnering for Results”: If anticipated Program revenue from other sources exceeds expenses by 25%, Lee County reserves the right to suspend contract until final expenses/revenue is confirmed.

B. Termination by COUNTY

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

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

For contracts funded under “Partnering for Results”: If confirmed Program revenue from other sources exceeds expenses by 25%, Lee County reserves the right to terminate contract upon no less than twenty four (24) hours written notice.

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

C. Termination by PROVIDER

The **PROVIDER** may at any time and for any reason cancel this Contract by giving seventy-two (72) hours prior written notice to the **COUNTY** by Certified Mail or Process Server of such and specifying the effective date.

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

ARTICLE X: ASSURANCE, CERTIFICATIONS, AND COMPLIANCE

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

IMMIGRATION LAWS:

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

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

OTHER REQUIREMENTS:

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

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

Additional information can be accessed at the following websites:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/FHLaws

http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp

https://www.hud.gov/program_offices/fair_housing_equal_opp/promotingfh/lep-mfh-faq

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

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

<http://portal.hud.gov/hudportal/HUD?src=/library/bookshelf11/hudgraphics/fheologo>

- C. That they will comply with the Americans with Disabilities Act of 1990 (“ADA”) (as codified at U.S.C 42.126 (sections 12101-12213) and 28CFR35, which gives civil rights protections to individuals with disabilities, guaranteeing equal opportunity for individuals with disabilities in employment, public accommodations, transportation, State and local government services, and telecommunications. A Single-Point-of-Contact shall be required if the agency employs 15 or more employees. The Single-Point-of-Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the provider’s Single-Point-of-Contact.
- D. That they will administer their programs under procedures, supervision, safeguards, and such other methods as may be necessary to prevent fraud and abuse, and that it will target its services to those who most need them.
- E. That if clients are to be transported under this contract, the **PROVIDER** will comply with the provisions of Chapter 427, Florida Statutes, which requires the coordination of transportation for the disadvantaged.
- F. That any products or materials purchased with contract funds shall be procured in accordance with the provisions of Chapter 403.7065, Florida Statutes, which refers to the procurement of products or materials with recycled content.
- G. That they will comply with Chapter 39.201, Florida Statutes, that any person who knows, or has reasonable cause to suspect, that a child is abused, abandoned, or neglected by a parent, legal custodian, caregiver, or other person responsible for the child’s welfare, as defined in this chapter, shall report such knowledge or suspicion to the Florida Abuse Hotline (1-800-962-2873).
- H. That they will comply with Chapter 415.1034, Florida Statutes, that any person who knows or has reasonable cause to suspect that a vulnerable and or disabled adult has been abused, neglected, or exploited, shall immediately report such knowledge or suspicion to the Florida Abuse Hotline (1-800-962-2873).
- I. That if personnel in programs under this contract work directly with children/youths and vulnerable or disabled adults, the **PROVIDER** will comply with applicable provisions under Florida Statutes 943.0542; 943.04351; 393.0655; 402, regarding employment screening.
- J. That they will comply with Chapter 216.347, Florida Statutes, which prohibits the expenditure of contract funds for the purpose of lobbying the legislature, State or county agencies.
- K. That they will notify the **COUNTY** immediately of any funding source changes and/or additions from other sources that are different from that shown in the **PROVIDER'S** application/proposal. This notification must include a statement as to how this change in funding affects provision of service as well as the use of and continued need for **COUNTY** funds.
- L. That they will acknowledge support for activities funded wholly or in part by **COUNTY** funds. In publicizing, advertising, or describing the program, state “Funding provided by

Lee County Board of County Commissioners”.

- M.** That they will notify the **COUNTY** of any **SIGNIFICANT** changes to the **PROVIDER** organization to include Board Membership (roster), Articles of Incorporation and Bylaws within ten (10) working days of the effective date.
- N.** For federally funded programs, that they will comply with applicable uniform administrative requirements as described in 2 CFR Part 200 and all other established, applicable HUD regulations as now in effect and as may be amended from time to time.
- O.** The provider shall ensure that Lee County funds are restricted to people legally able to reside in the US.
- P.** The provider will input applicable updates to the 10 Year Plan to End Homelessness Database on a regular basis, usually quarterly.
- Q.** The **PROVIDER** is prohibited from using contracted funds for the following: political activities; lobbying; political patronage; nepotism activities; and inherently religious activities such as worship, religious instruction, or proselytization.
- R.** The **PROVIDER** must verify employment eligibility of all new employees hired during the contract term through the U.S. Department of Homeland Security’s E-Verify system.

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

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

ARTICLE XII: CONTRACT DISPUTE RESOLUTION PROCEDURE

Any dispute between the parties with respect to provisions contained in a Lee County Department of Human and Veterans Service (DHS) contract or issues that arise pertinent to a contract 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) day time period can be extended for an additional ten days.

- a. 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 DHS include Contract Specialist, and Program Manager.

- b. 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.
- c. 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 days.
- d. 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, Provider 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.
- e. 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 a-c above.

ARTICLE XIII: NOTICES

Official notices concerning this Contract will be directed to the following authorized representatives:

PROVIDER:

Name: _____
 Title: _____
 Agency: _____
 Address: _____

 Telephone: _____
 Fax: _____
 E-Mail : _____

COUNTY:

Name: _____ Attn: _____
 Title: Contract Specialist
 Agency: Human and Veterans Services
 Address: 2440 Thompson Street
 Fort Myers, Florida 33901
 Telephone: (239) 533-79
 Fax: (239) 533-7960
 E-Mail: @leegov.com

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

 Name (printed/typed)

 Signature

 Title

OR

 Name (printed/typed)

 Signature

 Title

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

ARTICLE XIV: SPECIAL PROVISIONS

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

ARTICLE XV: ALL TERMS AND CONDITIONS INCLUDED

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

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

PROVIDER:

By: _____
Name (print)

(Signature of authorized officer)

Title

Date

**STATE OF FLORIDA
COUNTY OF LEE**

The foregoing instrument was acknowledged before me this ___ day of _____, 2017,

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

NOTARY:

By: _____
Notary of Public (Signature)

Name (typed)

COUNTY: LEE COUNTY

By: Cecil Pendergrass
Name (print)

(Signature of authorized officer)

Board of County Commissioners
Title

Date

ATTEST: CLERK OF CIRCUIT COURT

By: _____

Title: _____

Date: _____

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

By: _____

Date: _____

OFFICE of the COUNTY ATTORNEY

HOME INVESTMENT PARTNERSHIP PROGRAM (HOME)

The HOME program was signed into law as Title II of the Cranston Gonzalez National Affordable Housing Act in 1990 and first funded in 1992. Among its purposes, the National Affordable Housing Act was intended to 1) promote partnerships among states, units of general local government, and not-for-profit organizations, and 2) to expand the capacity of not-for profit organizations to develop safe, decent, and affordable housing by providing grants to States and local governments referred to as participating jurisdictions, or "PJs". The PJ for Lee County is the Department of Human Services and Veterans Services (DHVS). PJs use their HOME grants to fund housing programs that meet local needs and priorities and have flexibility in designing their local HOME programs within the guidelines established by the Final Rule. HOME funds may be used to help renters, new homebuyers, or existing homeowners. The HOME Program establishes limits for rents, income, purchase price, and per unit subsidy limits.

The following is only a **summary** of HOME Program requirements contained in 24 CFR Part 92 and other applicable Federal Regulations. Applicable CPD Notices that may be referenced herein can be found online at: <https://www.hudexchange.info/home/>. The Final Rule can be located at: http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title24/24cfr92_main_02.tpl. The full content of the Final Rule, CFRs, and other applicable Federal Regulations supersedes any errors or summarizations contained in this document.

The SUBRECIPIENT/PROVIDER/DEVELOPER shall:

Comply with all federal laws and regulations described in the Department of Housing and Urban Development (HUD) HOME regulations, 24 CFR Part 92, and other applicable Federal regulations, including 2 CFR 200 as now in effect and may be amended. The HOME Final Rule was revised and published on July 24, 2013. All revisions are applicable under this contract.

A. AFFORDABLE HOUSING - Use of HOME funds is primarily to expand the supply of affordable housing for low and very low-income families. The amount of HOME funds invested in assisted housing units must not exceed the HOME Per-Unit Subsidy limits determined by HUD and defined at <https://www.hudexchange.info/resource/2315/home-per-unit-subsidy/>. HOME assisted housing units must have an initial purchase price or after-rehabilitation value that does not exceed 95 percent of the median purchase for single-family housing as determined by HUD and defined at: <https://www.hudexchange.info/resource/2312/home-maximum-purchase-price-after-rehab-value/>. HOME assisted housing units must meet all applicable State and local housing quality standards and code requirements and the housing must meet the standards listed in 24 CFR 92.251.

❖ **Homebuyer Housing:**

- Homebuyer housing must be affordable with monthly payments of principal, interest, taxes, and insurance that does not exceed 30 percent of the gross adjusted income of a family with income not to exceed 80 percent of the MSA, as determined by HUD, and according to number of persons in the household.
- The housing must be the principal residence of owner whose family qualifies as low or very low-income at the time of purchase/lease.
- Homebuyer must receive housing counseling from a qualified Provider.
- At the time of initial assistance a written agreement with the homebuyer must be executed to ensure they are fully informed of what to expect at the time they sell the home, including how net proceeds will be distributed and how any appreciation will be treated.

ATTACHMENT A: HOME PROGRAM REQUIREMENTS
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
CFDA #14.239

- Homebuyer units remaining unsold 9 months after completion of construction or rehabilitation must be converted to rental units in accordance with 24 CFR 92.252 or HOME funds repaid to PJ.

❖ **Rental Housing:**

- Nonprofit housing owner, sponsor, or developer must own HOME assisted rental housing units for a period at least equal to the period of affordability period defined in 24 CFR 92.252.
- HOME assisted rental housing units must have an initial project lease-up within 6 months after date of project completion. Marketing information and a Marketing Plan will be required if lease-up is not complete within 6 months. Repayment of HOME funds is required for HOME assisted housing units that have not been rented to eligible tenants 18 months after the date of project completion.
- Unless otherwise specified in contract, rental projects with five or more HOME-assisted rental units must have at least 20 percent of the HOME-assisted units occupied by very low-income families (50% of AMI).
- **Unless otherwise specified in contract**, at least 90 percent of the rental units must be occupied by households whose income are at or below 60 percent of the median income for the Fort Myers/Cape Coral, Florida Metropolitan Statistical Area (MSA).
- Tenant household income must be determined initially by examining at least 2 months of source documents for the family and recertified on an annual basis with one of the options in 24 CFR 92.203.
- Owner must annually certify that all HOME-assisted units are suitable for occupancy and in accordance to PJ's standards.
- Owner/landlord must allow PJ access to units for inspections required during construction, rehabilitation, and during affordability period. Corrective and remedial actions must be taken by owner to address identified deficiencies.
- The financial condition of HOME-assisted rental housing with 10 units or more will be reviewed on an annual basis by PJ to determine the continued financial viability of the housing.
- **Rents:**
 - Rent may not exceed the maximum HOME rent limits.
 - Group home rents may not include food costs or the cost of supportive services. Disability related services must be non-mandatory. Any mandatory tenant fees must be submitted to PJ for approval.
 - Rents and utility allowances must be approved by PJ on an annual basis. Owner must also provide annual Rent and Occupancy report of HOME-assisted units for PJ's review.
 - Owner must provide tenant no less than 30 days notice of rent increase.
 - Tenants may not be charged fees that are not customarily charged in rental housing. See 24 CFR 92.504(c)(3)(xi) for details.
- **Tenant Protections:**
 - All leases should be reviewed and approved by PJ prior to signing to ensure that tenant's lease complies with the requirements in 24 CFR 92.253 (a) and (b) and are in compliance with all state and local landlord and tenant laws. All leases between landlord and tenant must be in writing and cannot be for less than one (1) year in duration. All lease agreements must be comply with VAWA as described in 24 CFR 92.359(e). The following clauses are **prohibited** in leases or any addendum as outlined in 24 CFR 92.253(b).
 - agreement to be sued; admit guilt, or to a judgment in favor of the owner;
 - agreements regarding the treatment of tenant's personal property;
 - agreements excusing the owner/landlord from responsibility;

ATTACHMENT A: HOME PROGRAM REQUIREMENTS
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
CFDA #14.239

- agreements by the tenant that landlord/owner may institute a lawsuit without notice; waiver of legal proceedings;
 - waiver of jury trial;
 - waiver of right to appeal a court decision;
 - agreements to pay legal costs, regardless of outcome and
 - mandatory supportive services.
- Owner/landlord cannot terminate the tenancy or refuse to renew the lease of a tenant, except for serious or repeated violations of the terms and conditions of the lease; violation of applicable federal, state, or local laws; or for other good cause. To terminate or refuse to renew the tenancy, the owner/landlord must serve written notice upon the tenant specifying the grounds for the action at least thirty (30) days before the termination of the tenancy.
 - Owner/landlord must have written tenant selection policy that includes (1) limiting housing to low income families, (2) reasonably related to applicant's ability to perform obligation of lease, or (3) limiting eligibility or giving preference to a particular segment of the population unless in compliance with 24 CFR 92.253(d)(3). Section 8 or TBRA tenants cannot be denied eligibility solely because they are a holder of such certificate. Tenants must be selected from a written list in chronological order of application insofar as is practicable. Prompt written notice must be provided to rejected applicants.
 - The Violence Against Women Act prohibits denial or termination of assistance or eviction solely because an applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. In accordance to 24 CFR 92.359(c)(1) the owner/landlord must provide to the applicant for a HOME-assisted unit at the time of admission or denial of admission based on the owner's tenant selection policies and criteria the "Notice of Occupancy Rights under the Violence Against Women Act" and HUD-approved "Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking" form. The notice and certification forms must also be provided with any notification of eviction from a HOME-assisted unit.

B. PROPERTY STANDARDS – Housing must be decent, safe, sanitary and in good repair. Housing that is being constructed or rehabilitated with HOME funds must meet all applicable state and local codes, PJ property/rehabilitation standards and ordinances. All areas and components of the housing must be free of health and safety hazards. This includes, but is not limited to; air quality, electrical hazards, accessible emergency/fire exits, flammable materials, garbage and debris, handrail hazards, infestation, and lead-based paint. Upon project completion, each of the major systems must have a remaining useful life of at least five years.

C. REHABILITATION - For properties purchased for the purpose of rehabbing and selling to an income eligible homebuyer, the minimum useful life of major systems will be considered. Upon project completion, major systems must have a remaining useful life of at least 5 years. If it is determined that they will not meet this standard at completion, those major systems must be rehabilitated or replaced as part of the rehabilitation work. For properties purchased for the purpose of rehabbing to provide affordable rental housing, the owner must establish a replacement reserve if the remaining useful life of one or more major system is less than the applicable period of affordability. Monthly payments must be made to the reserve that are adequate to repair or replace systems as needed through the affordability period.

Major systems include: Structure, Roofing, Cladding and Weatherproofing, Electrical, Plumbing, Well, Septic, and HVAC. Useful life will be determined according to the date of system installation with no consideration given for the quality of maintenance/upkeep of any major systems. Guidelines for determine useful life can be located at <http://www.nachi.org/florida-life-expectancy.htm>

ATTACHMENT A: HOME PROGRAM REQUIREMENTS
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
CFDA #14.239

All work will be completed and shall be in compliance with the current Florida Building Code Standards and be completed in a workmanlike manner. All re-roofing shall comply with Section 553.844 of the Florida State Statutes for existing site built and single family residential structures. All electrical work will comply with the National Electrical Code and Life Safety Code for an existing dwelling. All plumbing installation will comply with standard plumbing code and comply with the Florida Plumbing Code. Smoke detectors meeting the National Fire Protection Association Standards (NFPA) 74 or its successor requirements will be located on each level of the unit. A Licensed termite inspector shall inspect property for termite infestation and damage. Dwelling shall receive fumigation treatment (tenting and/or subterranean treatment) as per termite inspection.

PROJECT PROCEEDS/PROGRAM INCOME – Subrecipients, Providers, and Developers, shall report to the PJ (Lee County) all program income as defined at 24 CFR 92.2 generated by activities carried out with HOME funds. For this project, subrecipient can retain program income for use as affordable rental housing to benefit low-income families. Subrecipient shall maintain sufficient records that document the receipt and use of program income and report to the PJ on an annual basis.

CHDOs are authorized to retain the proceeds from the initial sale of a HOME assisted property. CHDO proceeds may include funds resulting from: the permanent financing of a CHDO project which is used to payoff a CHDO financed construction loan; the sale of CHDO sponsored rental housing to a second non-profit; the sale of CHDO developed homeownership housing; the principal and interest payments from a loan to a buyer of CHDO developed homeownership housing. Rental income that is generated by a CHDO-owned project does not constitute project proceeds. Project proceeds must be used for HOME eligible or other housing activities as defined in 24 CFR92.205-215 with the exception of pre-award costs and tenant based rental assistance, to benefit low-income families as required by 24 CFR92.300 (a)(2) and further clarified in CPD 97-09. If a CHDO uses project proceeds to fund a unit that also receives new HOME funds, project completion reports must be submitted to the PJ on these units so that they can be monitored. If proceeds are used for an activity other than a HOME assisted unit, there are no further HOME requirements, which must be met. Funds generated from the use of CHDO proceeds are not CHDO proceeds and are not subject to the requirements of the HOME regulations. These requirements apply even if the proceeds are used after the expiration of this contract.

CHDO proceeds do not include funds which are recaptured because the HOME assisted property does not continue to be the principal residence of the assisted homebuyer for the affordability period, as required by 24 CFR92.254(a)(5)(ii). HOME funds are to be secured by a second mortgage and a promissory note between Lee County and the homeowner for terms in accordance to 24 CFR92.252 for rental housing units and 24 CFR92.254 for homeownership units. The second mortgage and promissory note will be provided or approved by the PJ. Such documents must be recorded with the Lee County Clerk of Courts within two working days following the closing.

If the HOME assisted unit is no longer the principal resident of an assisted homebuyer at any point during the affordability period, the HOME funds must be recaptured and returned to PJ for deposit into the County's HOME Trust Fund account for future use in HOME-eligible projects. Recaptured funds are subject to the requirements of 24 CFR92.503(c).

- D. MATCH** – HOME funds used for projects costs require a 25 percent match. Match is a permanent contribution to affordable housing and is not leveraging. Lee County contributes required match unless otherwise stated in contract. If match contributions are required from agency, match is to be reported on the monthly payment request form, as applicable.

ATTACHMENT A: HOME PROGRAM REQUIREMENTS
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
CFDA #14.239

- E. AFFORDABILITY** - Housing assisted with HOME funds must meet the affordability requirements defined in 24 CFR 92.252 or 92.254. At a minimum, the defined affordability period applicable to the project will be required for all HOME assisted projects. The amount of HOME funds will be secured by a second mortgage, promissory note, restrictive covenant, and/or Transfer of Property Agreement between Lee County and the property owner. Such second mortgage will not require repayment as long as the property continues to be the owner's primary residence. The restrictive covenant will not require repayment as long as the property continues to be used as affordable rental housing. The second mortgage/restrictive covenant shall specify the recapture or resale method that will be followed if the property is sold or ceases to be the owner's primary residence.
- F. TIME LIMITS** – Funds must be committed to specific projects within 24 months of PJ's HOME award and must be completed within the contract term.
- G. AFFIRMATIVE MARKETING** - If the project contains five (5) or more HOME assisted units, the PROVIDER/DEVELOPER must follow the affirmative marketing responsibilities outlined in 24 CFR 92.351.
- H. DOCUMENTATION AND RECORD-KEEPING** - The PROVIDER/DEVELOPER shall maintain all records required by the Federal regulations specified in 24 CFR Part 92.508 that are pertinent to the activities to be funded under this agreement, including but not limited to:
1. A full description of each activity undertaken and its eligibility criteria.
 2. Client data demonstrating client eligibility for services provided.
 3. Documentation of the acquisition, improvement, use or disposition of real property acquired or improved with HOME assistance.
 4. Written lease agreement in compliance with 24 CFR 92.253.
 5. Fair Lease and Grievance Procedures approved by PJ and a Tenant Participation Plan in place allowing tenant participation in management decisions.
 6. Compliance with fair housing and equal opportunity components of the HOME program.
 7. Financial records as required by 24 CFR Part 592.502, 504, and 508 and 2 CFR 200; and other records to comply with Subpart K of 24 CFR 592.
 8. Rental housing project records retained for five years after project completion date.
 9. Individual tenant income verifications, project rents, and property inspections, must be retained for the most recent five-year period, until five years after the affordability period terminates.
 10. If the rental housing project has floating HOME units, the owner must provide information regarding unit substitution and filling vacancies so that the project remains in compliance with HOME rental occupancy requirements.
- J. SUBCONTRACTS** - The SUBRECIPIENT/PROVIDER/DEVELOPER shall insure that all subcontracts let in the performance of this agreement shall be awarded on a fair and non-collusive basis and in accordance to 2 CFR 200.317-326. SUBRECIPIENT/PROVIDER/DEVELOPER shall not enter into a transaction with debarred, suspended or ineligible contractors and participants included on the exclusion list on www.sam.gov. Prior to disbursing HOME funds the SUBRECIPIENT/PROVIDER/DEVELOPER must have entered into a written agreement with that entity. All provisions of this agreement shall be included and made part of any subcontract executed in the performance of this agreement.
- K. FINANCIAL MANAGEMENT** – The requirements at 2 CFR 200.302 “Standards for Financial Management Systems” apply to SUBRECIPIENT/PROVIDER/DEVELOPER/CHDO's acting as an owner, developer, or sponsor of HOME-assisted housing.

L. PROCUREMENT – A SUBRECIPIENT/PROVIDER/DEVELOPER must have written procedures in place for the purchase of equipment, goods, and services and the inventory of non-expendable personal property. Such procedures must be followed at all times. The SUBRECIPIENT/PROVIDER/DEVELOPER shall procure all materials, property or services in accordance with the requirements 2 CFR 200. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

M. RESTRICTIONS ON USE OF FUNDS -The SUBRECIPIENT/PROVIDER/DEVELOPER is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.

Hatch Act - The SUBRECIPIENT/PROVIDER/DEVELOPER agrees that no funds provided, nor personnel employed under this agreement shall be in any way engaged in the conduct of political activities in violation of Chapter 15 of Title V of the United States Code. Employment Restrictions.

Conflict of Interest - The SUBRECIPIENT/PROVIDER/DEVELOPER agrees to abide by the provisions of 24 CFR 92.356 with respect to conflicts of interest, and covenants and certifies that it presently has no financial interest, and that no employee, agent, consultant, or officer will acquire any financial interest, which would conflict in any manner or degree with the performance of any service required under this agreement.

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

Religious Organization - The SUBRECIPIENT/PROVIDER/DEVELOPER agrees that funds provided under this agreement shall not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 92.257.

N. ENVIRONMENTAL CONDITIONS – The PJ will conduct the environmental review of all projects, and SUBRECIPIENT/PROVIDER/DEVELOPER agrees to comply with all applicable requirements as applicable, including but not limited to:

1. 24 CFR 92.352: Environmental Review; and
2. Any PJ instructions or requests necessary to the fulfillment of the environmental review; and
3. Lead-Based Paint regulations at 24 CFR 92.355, and 24 CFR Part 35 pertaining to all HUD assisted housing, which require that notice be provided that all properties constructed prior to 1978 may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken, and the advisability and availability of blood lead level screening for children under seven.

O. RELOCATION, REAL PROPERTY ACQUISITION, AND ONE-FOR-ONE HOUSING REPLACEMENT -
The SUBRECIPEINT/PROVIDER/DEVELOPER agrees to comply with the following:

1. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR; and
2. Residential Anti-Displacement and Relocation Assistance Plan requirements of 24 CFR 92.353 under Section 104(d) of the Housing and Community Development Act; and

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

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

Q. LAND COVENANTS - This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 92.351. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the SUBRECIPEINT/PROVIDER/DEVELOPER shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting or discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the COUNTY and the United States are beneficiaries of and entitled to enforce such covenants. The SUBRECIPEINT/PROVIDER/DEVELOPER, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

R. OTHER FEDERAL REQUIREMENTS -

Section 504 The SUBRECIPEINT/PROVIDER/DEVELOPER agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 USC 706), which prohibits discrimination against the handicapped in any Federally assisted program. The COUNTY shall provide the SUBRECIPEINT/PROVIDER/DEVELOPER with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

Affirmative Action The SUBRECIPEINT/PROVIDER/DEVELOPER agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in the President's Executive Order 11246 of September 24, 1965. The SUBRECIPEINT/PROVIDER/DEVELOPER will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this agreement. The term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. The SUBRECIPEINT/PROVIDER/DEVELOPER may rely on written representations by

ATTACHMENT A: HOME PROGRAM REQUIREMENTS
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
CFDA #14.239

businesses regarding their status as minority and female business enterprises in lieu of an independent investigation. The SUBRECIPEINT/PROVIDER/DEVELOPER will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPEINT/PROVIDER/DEVELOPER, state that it is an Equal Opportunity or Affirmative Action employer. The SUBRECIPEINT/PROVIDER/DEVELOPER will include the provisions of Paragraph X A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own SUBRECIPEINT/PROVIDER/DEVELOPERS or subcontractors.

Davis-Bacon Act - The SUBRECIPEINT/PROVIDER/DEVELOPER agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 USC 276a-276a-5; 40 USC 276c), 24 CFR Part 92.354 and all other applicable Federal, state, and local laws and regulations pertaining to labor standards applicable to this agreement. The SUBRECIPEINT/PROVIDER/DEVELOPER shall maintain documentation that demonstrates compliance with hour and wage requirements of this part.

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

Section 3 Clause - Compliance with the provisions of Section 3 and the regulations set forth in 24 CFR 135 shall be a condition of the Federal financial assistance provided under this agreement and binding upon the COUNTY, the SUBRECIPEINT/PROVIDER/DEVELOPER, and any of the SUBRECIPEINT/PROVIDER/DEVELOPER's subcontractors.

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

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

S. PAYMENTS AND REPORTS - Payment requests will be subject to the County's execution of its Master Agreement with HUD and the activity being assigned a number in IDIS (Integrated Disbursement and Information System). SUBRECIPEINT/PROVIDER/DEVELOPER shall submit reports as required to assist the COUNTY in the preparation of HUD Labor Relations, WBE/MBE, Equal Opportunity Employment, HUD Section 3 reports, pursuant to 24 CFR 92.504, 507, 508, and 509, and all other pertinent reports. The SUBRECIPEINT/PROVIDER/DEVELOPER's obligation to the COUNTY shall not end until the closeout packages consisting of the documents listed in Exhibit 5: Close Out Package for each HOME-assisted property are submitted to the COUNTY.

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

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

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

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

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

A. SUBCONTRACTS

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

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

B. PROCUREMENT

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

C. DOCUMENTATION AND RECORD-KEEPING

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

D. RESTRICTIONS ON USE OF FUNDS

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

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

E. ENVIRONMENTAL CONDITIONS

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

1. Clean Air Act, 42 U.S. C. 7401, et seq.
2. Federal Water Pollution Control Act as amended, 33 U.S.C. 1251, et seq., as amended.

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

F. PROGRAM INCOME

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

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

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

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

H. CIVIL RIGHTS

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

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

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

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

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

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

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

SECTION 3 CLAUSE - Compliance with the provisions of Section 3 and the regulations set forth in 24 CFR 135 shall be a condition of the Federal financial assistance provided under this agreement and binding upon the **COUNTY (RECIPIENT)**, the **PROVIDER (SUBRECIPIENT)**, and any of the **PROVIDER (SUBRECIPIENT)s** and subcontractors. The **PROVIDER (SUBRECIPIENT)** certifies and agrees that no contractual or other impediment exists which

would prevent compliance with these requirements. The **PROVIDER (SUBRECIPIENT)** further agrees to comply with these Section 3 requirements and to include the following language in subcontracts executed under this agreement:

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

I. CLOSEOUTS

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

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

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

J. PAYMENTS AND REPORTS

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

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

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

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

Attachment B

Participation Requirements of Faith-Based Organization

A faith-based organization that is awarded federal funds may retain its independence and continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs, provided that it does not use federal funds to support or engage in any explicitly religious activities.

A faith-based organization that receives federal funds may use space in its facilities to carry out eligible activities without removing religious art, icons, scriptures, or other religious symbols. In addition, a faith-based organization may retain its authority over its internal governance, and may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

However, rooms used as the organization's principal place of worship are not eligible for federal funds. Where a structure is used for both eligible and explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization), federal funds will not exceed the ratio of eligible activities in accordance with the cost accounting requirements applicable to the HUD program or activity. Disposition of real property or any change in use of the property from an authorized purpose subjects the organization to repayment of the full amount of federal funds received.

An organization engaging in explicitly religious activities must offer such activities in a separate time or location from the federally funded programs or activities and participation must be voluntary for the beneficiaries of the federally funded programs or activities.

Faith-based organizations that carry out federally funded programs or activities must give written notice to beneficiaries and prospective beneficiaries of the programs or activities describing certain protections available to them. The written notice must state that:

- The organization may not discriminate against a beneficiary or prospective beneficiary on the basis of religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice;
- The organization may not require beneficiaries to attend or participate in any explicitly religious activities that are offered by the organization, and any participation by beneficiaries in such activities must be purely voluntary;
- The organization must separate, in time or location, any privately funded explicitly religious activities from activities supported by direct Federal financial assistance;
- If a beneficiary objects to the religious character of the organization, the organization must undertake reasonable efforts to identify and refer the beneficiary to an alternative provider to which the beneficiary has no such objection; and
- Beneficiaries or prospective beneficiaries may report an organization's violation of these protections, including any denial of services or benefits by an organization, by contacting or filing a written complaint to HUD or the intermediary, if applicable.

The written notice must be given to prospective beneficiaries before they enroll in any federally funded program or activity. When the nature of the program or activity or exigent circumstances make it impracticable to provide the written notice in advance, the organization must provide written notice to beneficiaries of their protections at the earliest available opportunity.

Attachment B
Participation Requirements of Faith-Based Organization

In addition, if a beneficiary or prospective beneficiary (hereinafter referred to as BENEFCIARY) objects to the religious character of the organization carrying out the programs or activities, the organization must promptly make reasonable efforts to identify and refer them to a provider which they have no such objection.

A referral may be made to another faith-based organization, if the BENEFCIARY has no objection to that provider based on the provider's religious character. But, if a request is made for a secular provider, and a secular provider is available, then a referral must be made to that provider.

Except for activities carried out by telephone, internet, or similar means, the referral must be to a provider that is in reasonable geographic proximity to the organization making the referral and that carries out activities that are similar in substance and quality to those offered by the organization. The alternative provider also must have the capacity to accept additional beneficiaries.

If the organization is unable to identify an alternative provider, the organization shall promptly notify Lee County Human and Veteran Services (LCHVS). LCHVS shall then promptly determine whether there is any other suitable alternative provider to which the BENEFCIARY may be referred.

The faith-based organization providing a referral must document the BENEFCIARY's request for a referral, whether the BENEFCIARY was referred to another provider, to which provider the BENEFCIARY was referred, and if the BENEFCIARY contacted the alternative provider, unless they requested no follow up.

Any organization that receives Federal financial assistance under a HUD program or activity shall not, in providing services or carrying out activities with such assistance, discriminate against a beneficiary or prospective beneficiary on the basis of religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

I hereby certify that I am an authorized representative of the organization, _____, and that the organization will comply with the necessary requirements described above and further described in 24 CFR 5.109 intended for beneficiaries and prospective beneficiaries of _____.

Representative's Name: _____ Title: _____

Representative's Signature: _____ Date: _____