

AGREEMENT BETWEEN COLLIER COUNTY

AND

CITY OF NAPLES

Catalog of Federal Domestic Assistance # 14.218

HUD Grant # B-04-UC-12-0016

THIS AGREEMENT, is entered into this _____ day of _____ 20____, by and between Collier County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and the "City of Naples," a municipal corporation in the State of Florida, having its principal office at 735 8th Street S, Naples, FL 34102, and its Federal Tax Identification number as 59-6000382, hereinafter referred to as "SUBRECIPIENT."

WHEREAS, Collier County has entered into an agreement with the United States Department of Housing and Urban Development for a grant for the execution and implementation of a Community Development Block Grant Program in certain areas of Collier County, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and

WHEREAS, Pursuant to the aforesaid agreement COUNTY is undertaking certain activities to primarily benefit low and moderate income persons and neighborhoods and to alternatively use Community Development Block Grant (CDBG) funds for: slum or blight treatment or for an urgent community need; to improve the quality of life in Collier County by providing infrastructure improvements, public facilities, and other activities which are related to neighborhood/ community improvements; to improve the condition of life for persons who require physical access or other services that meet their individual needs; and to provide for long range community improvements by assessing current conditions and planning long range improvement programs as described in the Consolidated Plan submission; and

WHEREAS, the Fiscal Year 2004-2005 Consolidated One-Year Action Plan was developed following the Collier County Consolidated Plan – Citizen Participation Plan, adopted on January 9, 2001; and

WHEREAS, The Board of County Commissioners of Collier County approved the Collier County Consolidated Plan One-Year Action Plan for Federal Fiscal Year 2004-2005 for the CDBG Program by Resolution on April 13, 2004, including the use of this standard form Agreement; and

WHEREAS, the United States Department of Housing and Urban Development (HUD) has approved the County's Consolidated Plan One-Year Action Plan for Federal Fiscal Year 2004-2005 for the CDBG Program and the use of the CDBG funds for the activities identified in the Plan; and

WHEREAS, the COUNTY and The City of Naples desire to provide the activities specified in Part II of this Agreement, in accord with the approved Annual Consolidated Plan; and

WHEREAS, the COUNTY desires to engage the City of Naples to implement such undertakings of the Community Development Block Grant (CDBG) Program as a valid and worthwhile County purposes.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed by the Parties as follows:

I. DEFINITIONS

- (1) "County" means Collier County, and where applicable, its authorized representative(s).
- (2) "CDBG" means the Community Development Block Grant Program of Collier County.
- (3) "FAH" means the Financial Administration and Housing Department of Collier County.
- (4) "SUBRECIPIENT" means the City of Naples
- (5) "FAH Approval" means the written approval of the FAH Department or designee.
- (6) "HUD" means the Secretary of the U.S. Department of Housing and Urban Development or a person authorized to act on its behalf.
- (7) "Low and moderate income persons" means the definition set by HUD.
- (8) "Project" means the work contemplated to be performed as set forth in Exhibit "A".

II. SCOPE OF SERVICES

The SUBRECIPIENT shall, in a satisfactory and proper manner, as determined by FAH, perform the tasks necessary to conduct the program outlined in Exhibit "A," and shall submit each request for reimbursement using the cover sheet in Exhibit "B" along with Exhibit "C," all of which are attached hereto and made a part hereof.

III. TIME OF PERFORMANCE

The effective date of this Agreement and all rights and duties designated hereunder are contingent upon the timely release of funds for this project by HUD under Grant No. B-04-UC-12-0016. The effective date shall be the latest date of execution of this Agreement, and the services of the SUBRECIPIENT shall be undertaken and completed in light of the purposes of this Agreement. In any event, all services required hereunder shall be completed by the SUBRECIPIENT prior to June 15,

2005. Any funds not obligated by the expiration date of this Agreement shall automatically revert to the County, as set forth in Part VIII F (e), and Part VIII H below.

IV. CONSIDERATION AND LIMITATION OF COSTS

The SUB-RECIPIENT shall be paid by the COUNTY for allowable costs, determined by COUNTY, in an amount not to exceed **\$137,000 (ONE HUNDRED THIRTY SEVEN THOUSAND DOLLARS)** for the services described in Exhibit "A." In the event the project costs exceed the stated amount, the SUBRECIPIENT shall be responsible for the excess.

All improvements specified in Exhibit "A" shall be performed by SUBRECIPIENT employees, or shall be put out to competitive bidding under a procedure acceptable to the COUNTY and federal requirements. The SUBRECIPIENT shall enter into contract for improvements with the lowest responsive and responsible bidder. Contract administration shall be handled by the SUBRECIPIENT and monitored by the COUNTY, which shall have access to all records and documents related to the project.

V. NOTICES

All notices required to be given under this Agreement shall be sufficient when delivered to FAH at its office, presently located at 2800 North Horseshoe Drive, Suite 400, Naples, Florida 34104, and to the SUBRECIPIENT when delivered to its office at the address listed on page one (1) of this Agreement.

VI. SPECIAL CONDITIONS

The SUBRECIPIENT agrees to comply with the requirements of Title 24 Code of Federal Regulations, Part 570 of the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG) and all federal regulations and policies issued pursuant to these regulations. The SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available for specified activities.

VII. GENERAL CONDITIONS

A. IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES

The SUBRECIPIENT shall implement this Agreement in accordance with applicable Federal, State, and County laws, ordinances and codes and with the procedures outlined in FAH Policies and Procedures memoranda. The Federal, State, and County laws, ordinances and codes are minimal regulations supplemented by more restrictive guidelines set forth by FAH. No payments will be made until approved by the FAH Department or designee.

Should a project receive additional funding after the commencement of this Agreement, the SUBRECIPIENT shall notify FAH in writing within thirty (30) days of receiving notification from the funding source and submit a cost allocation plan for approval by the FAH Department or designee within forty-five (45) days of said official notification.

B. COMPLIANCE WITH LOCAL AND FEDERAL RULES, REGULATIONS AND LAWS

During the performance of the Agreement, the SUBRECIPIENT agrees to comply with any

applicable laws, regulations and orders listed below which by reference are incorporated and made a part hereof. The SUBRECIPIENT further agrees to abide by all other applicable laws,

1. **24 CFR Part 570, as amended** - The regulations governing the expenditure of Community Development Block Grant funds.
2. **24 CFR Part 58** - The regulations prescribing the Environmental Review procedure.
3. **36 CFR Part 800** - The regulations outlining the procedures for the protection of historic and cultural properties.
4. **24 CFR Part 1** - The regulations promulgated pursuant to Title VI of the 1984 Civil Rights Act.
5. **24 CFR Part 107** - The regulations issued pursuant to Executive Order 11063 which prohibits discrimination and promotes equal opportunity in housing.
6. **Executive Order 11246, as amended by Executive Orders 11375 and 12086** - which establishes hiring goals for minorities and women on projects assisted with federal funds.
7. **Title VII of the 1968 Civil Rights Act as amended by the Equal Employment Opportunity Act of 1972** - which prohibits discrimination in employment.
8. **24 CFR 135** - Regulations outlining requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended.
9. **Age Discrimination Act of 1973**
10. **National Flood Insurance Act of 1968**
11. **24 CFR Part 130** - Regulations that prohibit discrimination in employment in federally assisted construction contracts.
12. **40 CFR Part 15** - Regulations relating to the applicability of the Clean Air and Water Pollution Acts.
13. **Contract Work - Hours and Safety Standards Act**
14. **Lead Based Paint Poisoning Preventive Act**
15. **Section 504 of the Rehabilitation Act of 1973**
16. **Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**

17. **29 CFR Parts 3, 5 and 5a** - Regulations which prescribe the payment of prevailing wages and the use of apprentices and trainees on federally assisted projects as mandated by the Davis-Bacon Act. HUD Form 4010, which describes the Davis-Bacon Act, is included as part of this agreement and must be included in all construction contracts funded by CDBG. See attachment A-3.
18. **Revised Order Number 4** - Regulations that establish guidelines for the implementation of Executive Order 11246 as amended by Executive Orders 11375 and 12086.
19. **Executive Order 11914** - Prohibits discrimination with respect to the handicapped in federally assisted projects.
20. **Executive Order 11625 and U.S. Department of Housing and Urban Development Circular Letter 79-45** - which prescribes goal percentages for participation of minority businesses in Community Development Block Grant Contracts.
21. **29 CFR Part 3** - The Copeland Anti-Kickback Act (i 8 U.S.C. 874 and 40 U.S.C. 276c), which deals with employee forfeiture of compensation by force.
22. **Florida Statutes, Chapter 112** - which deals with conflict of interest.
23. **HUD** - required reports, circulars, and procedures, such as the Grantee Performance Report.
24. **Public Law 100-430** - the Fair Housing Amendments Act of 1988.
25. **24 CFR 570, Subpart J** - regulations covering standard Granted Administration Procedures. These replace OMB Circular A-102. This subpart includes 24 CFR 570.502.
26. **OMB Circular A-133** - concerning annual audits.
27. **OMB Circular A-122** - which identifies cost principles.
28. **Section 109, Public Law 100-202** - which restricts the awarding of public works contracts to firms from foreign countries with unfair trade practices.
29. **24 CFR Part 84** - OMB Circular A-110 Codified in the Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.
30. **24 CFR Part 85**- OMB Circular A-102 Codified in the Uniform Administrative Requirements for Grants and Agreements to State and Local Governments.

C. SUBCONTRACTS

Any work or services subcontracted by the SUBRECIPIENT shall be specifically by written contract or agreement, and such subcontracts shall be subject to each provision of this Agreement and applicable County, State, and Federal guidelines and regulations. Prior to execution by the SUBRECIPIENT of any subcontract hereunder, such subcontracts must be submitted by the SUBRECIPIENT to FAH for its review and approval, which will specifically include a determination of compliance with the terms of the attached Work Program set forth in Exhibit "A."

This review also includes ensuring that all consultant contracts and fee schedules meet the minimum standards as established by the Collier County Purchasing Department and HUD. Subcontracts for architecture, engineering, survey, and planning shall be negotiated fixed fee contracts. All additional services shall have prior written approval with support documentation detailing categories of persons performing work plus hourly rates including benefits, number of drawings required, and all items that justify the "Fixed Fee Contract." Reimbursements for such services will be made at SUBRECIPIENT cost.

None of the work or services covered by this Agreement, including but not limited to consultant work or services, shall be subcontracted by the SUBRECIPIENT or reimbursed by the County without prior written approval of the FAH Department or his designee.

D. AMENDMENTS

The County may, at its discretion, amend this Agreement to conform to changes required by Federal, State, County, or HUD guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of Collier County. Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the County and signed by each Party's authorized representatives.

E. INDEMNIFICATION

The SUBRECIPIENT shall protect, defend, reimburse, indemnify and hold the County, its agents, its employees and elected officers harmless from and against any and all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during the performance of the terms of this Agreement, or due to the acts or omissions of the SUBRECIPIENT.

SUBRECIPIENT's aforesaid indemnity and hold harmless obligation, or portion or applications thereof, shall apply to the fullest extent permitted by law. The SUBRECIPIENT will hold the County harmless and will indemnify the County for funds, which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of SUBRECIPIENT.

F. GRANTEE RECOGNITION

All facilities purchased or constructed pursuant to this Agreement shall be clearly identified as to funding source. The SUBRECIPIENT will include a reference to the financial support herein provided by FAH in all publications and publicity. In addition, the SUBRECIPIENT will make a good faith effort to recognize FAH's support for all activities made possible with funds made available under this Agreement.

G. TERMINATION

In event of termination for any of the following reasons, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared, and capital equipment secured by the SUBRECIPIENT with funds under this Agreement shall be returned to FAH or the County. In the event of termination, the SUBRECIPIENT shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the SUBRECIPIENT, and the County may withhold any payment to the SUBRECIPIENT for set-off purposes until such time as the exact amount of damages due to the County from the SUBRECIPIENT is determined.

1. TERMINATION FOR CAUSE

If through any cause either party shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement in whole or part by giving written notice of such termination to the other party and specifying therein the effective date of termination.

2. TERMINATION FOR CONVENIENCE

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party. Upon termination, the County shall pay the SUBRECIPIENT for services rendered pursuant to this Agreement through and including the date of termination.

3. TERMINATION DUE TO CESSATION

In the event the grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is suspended or terminated, this Agreement shall be suspended or terminated effective on the date that HUD specifies.

H. INSURANCE

The SUBRECIPIENT agrees this coverage shall be provided on a primary basis.

1. COMMERCIAL GENERAL LIABILITY

The SUBRECIPIENT shall agree to maintain Commercial General Liability at a limit of liability not less than \$100,000 per person and \$200,000 per accident/occurrence per Florida

Statutes § 768.28 and \$2,000,000 per accident for federal and outside Florida litigation per Florida Statutes § 768.28. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted by the County's Risk Management Department. The SUBRECIPIENT agrees this coverage shall be provided on a primary basis.

2. BUSINESS AUTOMOBILE LIABILITY

The SUBRECIPIENT shall agree to maintain Business Automobile Liability at a limit of liability not less than \$100,000 per person and \$200,000 per accident/occurrence per Florida Statutes § 768.28 and \$2,000,000 per accident for federal and outside Florida litigation per Florida Statutes § 768.28 for all owned, non-owned and hired automobiles. The SUBRECIPIENT shall agree to maintain physical damage coverage for a period not less than 10 years with deductibles not exceeding \$1000 for Comprehensive and Collision. Collier County Board of County Commissioners shall be endorsed to the policy as a Loss Payee. The SUBRECIPIENT shall agree to be fully responsible for any deductibles, self-insured retention or uncovered losses. The SUBRECIPIENT agrees this coverage shall be provided on a primary basis.

3. ADDITIONAL INSURED

The SUBRECIPIENT shall agree to endorse the County as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Collier County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents, c/o Department of Financial Administration and Housing". The SUBRECIPIENT shall agree the Additional Insured endorsements provide coverage on a primary basis.

4. CERTIFICATE OF INSURANCE

The SUBRECIPIENT shall agree to deliver to the County a certificate(s) of insurance evidencing the required insurance is in full force and effect within thirty (30) calendar days prior to the execution of this Agreement by the County. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be included on the certificate(s).

5. RIGHT TO REVIEW AND ADJUST

The SUBRECIPIENT agrees that the County, by and through its Purchasing or Risk Management Department, in cooperation with the Department of Financial Administration and Housing, reserves the right to periodically review, modify, reject or accept any required policies of insurance, including limits, coverage's, or endorsements, herein from time to time throughout the life of this Agreement. The County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

I. INDEPENDENT AGENT AND EMPLOYEES

The SUBRECIPIENT agrees that, in all matters relating to this Agreement, it will be acting as an independent agent and that its employees are not Collier County employees and are not subject to the County provisions of the law applicable to County employees relative to employment, hours of work, rates of compensation, leave, unemployment compensation and employee benefits.

VIII. ADMINISTRATIVE REQUIREMENTS

A. FINANCIAL MANAGEMENT

The SUBRECIPIENT agrees to comply with OMB Circular A –110 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations) and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

B. DOCUMENTATION AND RECORD-KEEPING

1. The SUBRECIPIENT shall maintain all records required by the CDBG Regulations.
2. All reports, plans, surveys, information, documents, maps, and other data procedures developed, prepared, assembled, or completed by the SUBRECIPIENT for the purpose of this Agreement shall be made available to the County by the SUBRECIPIENT at any time upon request by the County or FAH. Upon completion of all work contemplated under this Agreement copies of all documents and records relating to this Agreement shall be surrendered to FAH if requested. In any event the SUBRECIPIENT shall keep all documents and records for three (3) years after expiration of this Agreement.
3. The SUBRECIPIENT shall submit reports as required to assist the COUNTY 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 (3)(vi).
4. SUBRECIPIENT shall submit monthly beneficiary reports to FAH using Exhibit “C”.
5. The SUBRECIPIENT shall maintain records showing compliance with the Davis-Bacon Law, including files containing contractor payrolls, employee interviews, Davis-Bacon wage rates, and administrative cross-referencing. SUBRECIPIENT shall maintain records showing contractor compliance with the Contract Work Hours and Work Safety Law. Similarly, the SUBRECIPIENT shall maintain records showing compliance with federal purchasing requirements and with other federal requirements for grant implementation.

C. PURCHASING

All purchasing for services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed by the Federal Management Circulars A-110, A-122, 24 CFR Part 84, and 24 CFR Part 85, which are incorporated herein by reference.

D. REPORTS, AUDITS, AND EVALUATIONS

Reimbursement will be contingent on the timely receipt of complete and accurate reports required by this Agreement, and on the resolution of monitoring or audit findings identified pursuant to this Agreement.

E. ADDITIONAL FAH, COUNTY, AND HUD REQUIREMENTS

FAH shall have the right under this Agreement to suspend or terminate reimbursement until the SUBRECIPIENT complies with any additional conditions that may be imposed by FAH, the County, or HUD at any time.

F. PRIOR WRITTEN APPROVALS-SUMMARY

The following activities require the prior written approval of the FAH Department or designee in order to be eligible for reimbursement.

- (a) All subcontracts and agreements proposed to be entered into by the SUBRECIPIENT pursuant to this Agreement;
- (b) All capital equipment expenditures of \$1,000 or more;
- (c) All out-of-town travel; (travel shall be reimbursed in accordance with Florida Statutes, Chapter 112.061);
- (d) All change orders over \$2,000; and
- (e) All requests to utilize uncommitted funds after the expiration of this agreement for programs described in Exhibit A, and
- (f) All rates of pay and pay increases paid out of CDBG funds, whether for merit or cost of living.

G. AUDITS AND INSPECTIONS

At any time during normal business hours and as often as FAH, the County, HUD, or the Comptroller General of the United States may deem necessary, there shall be made available by the SUBRECIPIENT to FAH, the County, HUD, or the Comptroller General for examination all its records with respect to all matters covered by this Agreement.

The SUBRECIPIENT agrees to comply with the provisions of the Single Audit Act of 1984, as amended, as it pertains to this Agreement and any subcontracts entered into under this Agreement. This will require the SUBRECIPIENT to submit a single audit, including any management letter, made in accordance with the general program requirements of OMB

Circulars A-110 (Uniform Administrative Requirement for Federal Grants), A-122 (Cost Principles for Non-Profit Organizations), A-133 (Audits of State, Local Governments, and Non-Profit Organizations), and other applicable regulations within one hundred and eighty (180) days after the end of any fiscal year covered by this agreement in which Federal funds from all sources are expended. Said audit shall be made by a Certified Public Accountant of the SUBRECIPIENT's choosing. The SUBRECIPIENT shall provide such audit to FAH. In the event the SUBRECIPIENT anticipates a delay in producing such audit or audited financial statements, the SUBRECIPIENT shall request an extension in advance of the deadline. The cost of said audit shall be borne by the SUBRECIPIENT. In the event the SUBRECIPIENT is exempt from having an audit conducted under A-133 (Audits of State, Local Governments, and Non-Profit Organizations), the County reserves the right to require submission of audited financial statements and/or to conduct a "limited scope audit" of the SUBRECIPIENT as defined in A-133. The County will be responsible for providing technical assistance to the SUBRECIPIENT, as deemed necessary by the County.

H. PROGRAM-GENERATED INCOME

All income earned by the SUBRECIPIENT from activities financed in whole or in part by funds provided hereunder must be reported to FAH. Such income would include, but not be limited to, income from service fees, sale of commodities, and rental or usage fees. The SUBRECIPIENT shall report its plan to utilize such income to FAH, and said plan shall require the prior written approval of the FAH Department or designee. Accounting and disbursement of such income shall comply with OMB Circular A-110 (Uniform Administrative Requirement for Federal Grants) and other applicable regulations incorporated herein by reference.

In addition to the foregoing, Program Income, as defined by 24 CFR 570.500(a) for CDBG funds may be retained by the City of Naples. Program Income shall be utilized to undertake activities specified in the One-Year Action Plan pertaining to the City of Naples project (s) and all provisions of this Agreement shall apply to said activities. Any Program Income on hand at or received by the SUBRECIPIENT or its sub-contractors after the expiration of this Agreement shall be returned to the County no later than thirty (30) days after such expiration, subject to any SUBRECIPIENT requests to utilize uncommitted funds.

I. GRANT CLOSEOUT PROCEDURES

SUBRECIPIENT obligation to the COUNTY shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but not limited to; making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the COUNTY), and determining the custodianship of records.

IX. OTHER PROGRAM REQUIREMENTS

A. OPPORTUNITIES FOR RESIDENTS AND CIVIL RIGHTS COMPLIANCE

The SUBRECIPIENT agrees that no person shall on the ground of race, color, disability, national origin, religion, age, familial status, or sex be excluded from the benefits of, or be subjected to, discrimination under any activity carried out by the performance of this Agreement. Upon receipt of evidence of such discrimination, the County shall have the right to terminate this Agreement.

To the greatest extent feasible, lower-income residents of the project areas shall be given opportunities for training and employment; and to the greatest feasible extent eligible business concerns located in or owned in substantial part by persons residing in the project areas shall be awarded contracts in connection with the project. The SUBRECIPIENT shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968.

B. OPPORTUNITIES FOR SMALL AND MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES

In the procurement of supplies, equipment, construction, or services to implement this Agreement, the SUBRECIPIENT shall make a positive effort to utilize small business and minority/women-owned business enterprises of supplies and services, and provide these sources the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement. To the maximum extent feasible these small business and minority/women-owned business enterprises shall be located in or owned by residents of the CDBG areas designated by Collier County in the Annual Consolidated Plan approved by HUD.

C. PROGRAM BENEFICIARIES

At least fifty-one percent (51%) of the beneficiaries of a project funded through this Agreement must be low- and moderate- income persons. If the project is located in an entitlement city, as defined by HUD, or serves beneficiaries countywide, more than thirty percent (30%) of the beneficiaries directly assisted through the use of funds under this Agreement must reside in unincorporated Collier County or in municipalities participating in the County's Urban County Qualification Program. The project funded under this Agreement shall assist beneficiaries as defined above for the time period designated in Exhibit A of this Agreement. The SUBRECIPIENT shall provide written verification of compliance to FAH upon FAH's request.

D. EVALUATION AND MONITORING

The SUBRECIPIENT agrees that FAH will carry out periodic monitoring and evaluation activities as determined necessary by FAH or the County and that the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement, comparisons of planned versus actual progress relating to project scheduling, budgets, audit reports, and output measures. The SUBRECIPIENT agrees to furnish upon request to FAH, the County or the County's designees and make copies or transcriptions of such records and information, as is determined necessary by FAH or the County. The

SUBRECIPIENT shall, upon the request of FAH, submit information and status reports required by FAH, the County or HUD on forms approved by FAH to enable FAH to evaluate said progress and to allow for completion of reports required of FAH by HUD. The SUBRECIPIENT shall allow FAH or HUD to monitor the SUBRECIPIENT on site. Such site visits may be scheduled or unscheduled as determined by FAH or HUD.

E. CONFLICT OF INTEREST

The SUBRECIPIENT covenants that no person who presently exercises any functions or responsibilities in connection with the Project, has any personal financial interest, direct or indirect, in the target areas or any parcels therein, which would conflict in any manner or degree with the performance of this Agreement and that no person having any conflict of interest shall be employed by or subcontracted by the SUBRECIPIENT. Any possible conflict of interest on the part of the SUBRECIPIENT or its employees shall be disclosed in writing to FAH provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation of low and moderate-income residents of the project target area.

F. PUBLIC ENTITY CRIMES

As provided in F.S. 287.133 by entering into this Agreement or performing any work in furtherance hereof, the SUBRECIPIENT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3)(a).

G. DRUG-FREE WORKPLACE REQUIREMENTS

The SUBRECIPIENT, as a condition of being awarded, must certify that they will provide drug-free workplaces in accordance with the Drug-Free Workplace Act of 1988 (42 U.S.C. 701) and with HUD's rules at 24 CFR Part 24, subpart F.

H. CERTIFICATION REGARDING LOBBYING

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

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

a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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

I. REAL PROPERTY

Any real property acquired by the SUBRECIPIENT for the purpose of carrying on the projects stated herein, and approved by the COUNTY in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and 49 CFR 24.101, shall be subject to the provisions of the CDBG Regulations including, but not limited to, the provisions on use and disposition of property. Any real property within the SUBRECIPIENT control, which is acquired or improved in whole or part with CDBG funds in excess of \$25,000, must adhere to the CDBG Regulations at 24 CFR 570.505.

X. ENVIRONMENTAL CONDITIONS

A. AIR AND WATER

The SUBRECIPIENT, as Subrecipient, agrees to comply with the following requirements insofar as they apply to the performance of the Contract:

1. Clean Air Act, 41 U.S.C., 7401, et seq.
2. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308 (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.

B. FLOOD DISASTER PROTECTION

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation). If appropriate, a letter of map amendment (LOMA) may be obtained from FEMA, which would satisfy this requirement and/or reduce the cost of said flood insurance.

C. LEAD-BASED PAINT

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, 24 CFR Part 25 and 24 CFR part 92.355. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of

properties constructed prior to 1978 be properly notified that such properties 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 when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures might be undertaken.

D. HISTORIC PRESERVATION

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historical Properties, insofar as they apply to the performance of the Contract. In general, concurrence from the State Historic Preservation Officer is required for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included, on a Federal, state, or local historic property list.

XI. SEVERABILITY OF PROVISIONS

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

XII. REVERSION OF ASSETS

Upon expiration of the Agreement, the SUBRECIPIENT shall transfer to the COUNTY any CDBG funds on hand at the time of expiration, any accounts receivable attributable to the use of CDBG funds, and any non-expendable personal property that was purchased with CDBG funds. Any real property under SUBRECIPIENT control that was acquired or improved in whole or in part with CDBG funds in excess of Twenty-five Thousand Dollars (\$25,000) will be covered by the regulations 24 CFR Part 570.503(B)(8).

XIII. CONDITIONS FOR RELIGIOUS ORGANIZATIONS

CDBG funds may not be used for religious activities or provided to primarily religious organizations. 24 CFR 570.200(j) specifies the limitations on CDBG funds, and is herein incorporated by reference.

XIV. COUNTERPARTS OF THE AGREEMENT

This Agreement, consisting of twenty-two (22) enumerated pages, which include the exhibits referenced herein, shall be executed in two (2) counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument.

XV. ENTIRE UNDERSTANDING

This Agreement and its provisions merge any prior agreements, if any, between the parties hereto and constitutes the entire understanding. The parties hereby acknowledge that there have been and are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

WITNESS our Hands and Seals on this _____ day of _____, 20_____.

Approved as to form and
legal sufficiency:

ROBERT D. PRITT, CITY ATTORNEY

BY: _____
BILL BARNETT, MAYOR

ATTEST:

COLLIER COUNTY, FLORIDA

BY: _____
TARA A. NORMAN, CITY CLERK

BY: _____
JOSEPH K. SCHMITT, ADMINISTRATOR,
COMMUNITY DEVELOPMENT &
ENVIRONMENTAL SERVICES

Approved as to form and
legal sufficiency:

Patrick G. White
Assistant County Attorney

EXHIBIT "A"

SCOPE OF SERVICES

THE SUBRECIPIENT AGREES TO:

A. **PROJECT DESCRIPTION:**

The City of Naples proposes to allocate the CDBG funds towards two (2) public improvement projects. Targeted areas include alley improvements between 2nd Avenue North and 3rd Avenue North east of 10th Street North. The cost estimate is \$11,000. The second public improvement project is installation of streetlights on 13th and 14th Street North in the River Park East subdivision. The estimated cost for 31 streetlights is approximately \$116,000. An additional \$10,000 is for administration and implementation of these public improvement projects.

B. **PROJECT SCOPE:**

The purpose of this project is to benefit over 1,200 low-income residents in the Carver-River Park neighborhood.

The SUBRECIPIENT further agrees that CCFAH, in consultation with any parties CCFAH deems necessary, shall be the final arbiter on the SUBRECIPIENT's compliance with the above.

C. **BUDGET:**

Line Item:	CDBG Funds	Other
Public Facility Improvements	\$11,000	
Streetlights	\$116,000	
Administration/Implementation	<u>\$10,000</u>	
Total	\$137,000	

D. **STAFFING:** Provide list of staff and time commitments to be allocated to each activity specified in B (Project Scope) and C (Budget) above, if applicable.

E. **MEASURABLE PERFORMANCE OUTCOMES:** The SUBRECIPIENT shall complete the following documents to report program successes:

The above documents will be made available to FAH staff for monitoring when requested.

- F. FORMER PROJECTS: Failure to adequately maintain any former CDBG/HOME funded project may result in the delay of processing reimbursement requests for ongoing activities or in the forfeiture of future CDBG/HOME funds.
- G. WORK SCHEDULE: The time frame for completion of the outlined activities shall be June 15, 2005. Fifty per cent (50%) of the funding must be expended by March 31, 2005.
- H. REPORTS: The SUBRECIPIENT shall submit detailed monthly progress reports to the Financial Administration and Housing Department outlining the status of specific activities under the project. Each report must account for the total activity for which the SUBRECIPIENT is reimbursed with CDBG funds, in part or in whole, and which is required in fulfillment of their obligations regarding the Project. The progress reports shall be submitted on the form "Exhibit C". The progress reports shall be used as an additional basis for FAH approval of invoices, etc. for reimbursement.

EXHIBIT "B"
COLLIER COUNTY FINANCIAL ADMINISTRATION AND HOUSING
REQUEST FOR PAYMENT

SECTION I: REQUEST FOR PAYMENT

Subrecipient Name: City of Naples

Subrecipient Address: 735 8th Street South, Naples, FL 34102

Project Name: City of Naples Street Improvements

Project No: CD 04-01 Payment Request #

Dollar Amount Requested: \$

SECTION II: STATUS OF FUNDS

- | | |
|--------------------------------------------------------------------------------------------------------------|-------------------|
| 1. Grant Amount Awarded | \$ <u>137,000</u> |
| 2. Sum of Past Claims Paid on this Account | \$ <u></u> |
| 3. Total Grant Amount Awarded Less Sum
Of Past Claims Paid on this Account | \$ <u></u> |
| 4. Amount of Previous Unpaid Requests | \$ <u></u> |
| 5. Amount of Today's Request | \$ <u></u> |
| 6. Current Grant Balance (Initial Grant
Amount Awarded Less Sum of <u>all</u>
Requests) | \$ <u></u> |
| 7. If applicable amount held as retainage to
date by the County, if not retained by
the sub-recipient. | \$ <u></u> |

I certify that this request for payment has been drawn in accordance with the terms and conditions of the Agreement between the County and us as the Sub-recipient. I also certify that the amount of the Request for Payment is not in excess of current needs.

Signature Date

Title

Authorizing Grant Coordinator _____
Supervisor _____
Dept Director _____

EXHIBIT "C"

CDBG MONTHLY PROGRESS REPORT

Complete form for past month and submit to FAH staff by the 10th of the following month.

Status Report for Month of _____ Submittal Date: _____

Project Name _____ City of Naples Street Improvements

Project Number CD 04-01 Activity Number _____

Subrecipient: _____ City of Naples

Contact Person _____ Susan Golden

Telephone: _____ 213-1041 Fax: _____ 213-1045

E-mail: _____ sgolden@naplesgov.com

1. Activity Status/Milestones (describe any action taken, relating to this project, during the past month):

2. What events/actions are scheduled for the next two months?

3. Describe any affirmative marketing you have implemented regarding this project. Please list and attach any recent media coverage of your organization relating to this project.

4. List any additional data relevant to the outcome measures listed on the application for this project.

5. New contracts executed this month (if applicable):

Name of Contractor or Subcontractor, Address & Phone Number	Amount of Contract	Contractor Federal ID Number	Race (see definitions on page 3)	Ethnicity (see definitions on page 3)

6. For projects that serve a particular clientele, please complete the following information by entering the appropriate number in the blank spaces and in the chart below. Complete the below chart for **NEW** clients served this month. **DO NOT DUPLICATE** clients served in previous months. You may provide data by either households or persons served. However, if one person received **TWO** services this counts as **TWO SERVICE UNITS**:

TOTAL BENEFICIARIES

This project benefits _____ **households** or **persons**. Please circle one category (either “households” or “persons”). *Enter the number of beneficiaries in the blank space and in box “1.”*

INCOME

Of the households or persons assisted, _____ are extremely low-income income (0-30%) of the current Median Family Income (MFI). *Enter this number in box “2.”*

Of the households or persons assisted, _____ are very low-income (31-50%) of the current Median Family Income (MFI). *Enter this number in box “3.”*

Of these households or persons assisted, _____ are low income (51-80%) of the current Median Family Income (MFI). *Enter this number in box “4.”*

NOTE: The total of boxes 2, 3 and 4 should equal the number in box 1.

FEMALE HEAD OF HOUSEHOLD

This project assisted _____ Female Head of Households **REGARDLESS** of income. *Enter this number in box “5” below.*

BOX 1 Total Number of Households or Persons Assisted	BOX 2 Extremely Low Income (0-30%)	BOX 3 Very Low Income (31-50%)	BOX 4 Low Income (51-80%)	BOX 5 Female Head of Household

Subrecipients must indicate total beneficiaries for Race AND Ethnicity

Definitions of Race:

1. White: A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.
2. Black or African-American: A person having origins in any of the black racial groups of Africa.
3. Asian: A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
4. American Indian or Alaska Native: A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.
5. Native Hawaiian or Other Pacific Islander: A person having origins in any of the original people of Hawaii, Guam, Samoa, or other Pacific Islands.

Definitions of Ethnicity:

1. Hispanic or Latino: A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, **regardless of race**.

Tabulation Table of Race and Ethnicity Beneficiaries

Race	# Total	# Hispanic
White		
Black or African American		
Asian		
American Indian or Alaskan Native		
Native Hawaiian or Other Pacific Islander		
American Indian/Alaska Native <i>and</i> White		
Asian <i>and</i> White		
Black/African American <i>and</i> White		
American Indian/Alaskan Native <i>and</i> Black/African American		
Other Multi-Racial		
TOTAL:		