

MEMORANDUM

Date: October 8, 2013

To: Sandra Marrero, Grants Coordinator
Housing, Human & Veteran Services

From: Teresa Cannon, Deputy Clerk
Minutes and Records Department

Re: **Subrecipient Agreement w/City of Naples**
“Wheelchair Accessible Play Structure Project”

Attached for your records is an **original of the agreement** referenced above (**Item #16D4**) approved by the Board of County Commissioners on Tuesday, **September 24, 2013**.

The Minutes and Record's Department will hold an original in the Board's Official Records.

If you have any questions, please contact me at 252-8411.

Thank you.

Attachment

Grant # - B-12-UC-12-0016
CFDA/CSFA# - 14.218
Subrecipient – City of Naples
DUNS # - 084130293
FETI # - 59-60000382
FY END 9-30
Monitoring Deadline 3-01-19

**AGREEMENT BETWEEN COLLIER COUNTY
AND
CITY OF NAPLES
WHEELCHAIR ACCESSIBLE PLAY STRUCTURE PROJECT**

THIS AGREEMENT is made and entered into this **24th day of September 2013**, by and between Collier County, a political subdivision of the State of Florida, ("COUNTY" or "Grantee") having its principal address as 3339 E. Tamiami Trail, Naples FL 34112, and the "**City of Naples**", a municipality existing under the laws of the State of Florida, having its principal office at **735 8th Street South, Naples, FL 34102-1401**.

WHEREAS, the COUNTY is an entitlement County of the United States Department of Housing and Urban Development (HUD) grant program Community Development Block Grant Program funds and the COUNTY expects to continue to receive entitlement funds from these grant programs to operate the COUNTY's housing and community development activities; 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, each year, the COUNTY prepares a One-Year Action Plan detailing how it intends to allocate funds received from HUD to conduct eligible activities for the benefit of low and moderate-income residents; and

WHEREAS, the Board of County Commissioners of Collier County approved various Collier County Consolidated Plans and Annual Action Plans for the CDBG Program; and

WHEREAS, in accordance with HUD regulations and the Collier County Consolidated Plan concerning the preparation of various Annual Action Plans, the County advertised a substantial amendment on June 7, 2013 with a 30-day citizen comment period from June 8, 2013 through July 8, 2013; and

WHEREAS, on **September 24, 2013** the COUNTY approved a substantial amendment to the FY2012-2013 Annual Action Plans providing CDBG funds in the amount of **\$105,835 to the City of Naples for a Wheelchair Accessible Play Structure located to be located at 1098 3rd Ave North, Naples FL 34102**



parcel number #18010040000 ; and

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

I. SCOPE OF SERVICES

The SUBRECIPIENT shall, in a satisfactory and proper manner and consistent with any standards required as a condition of providing CDBG funds, as determined by Collier County Housing, Human and Veteran Services (HHVS), perform the tasks necessary to conduct the program outlined as follows:

The FY 2012-2013 Annual Action Plan identified and approved this project as follows:

Project Component #1-The project activity is to add (installation and construction of) a new Americans with Disabilities Act (ADA) wheelchair accessible play structure (including shades, safety surfaces, installation, permitting, etc) at one of the City's small play areas across the street from the River Park Community Center. The activity will comply with the ADA on Access Board guidelines for play area components including ground level and elevated. Additionally, the activity will rely on standards from the American Society of Testing Materials (ASTM) for wheelchair access under ASTM standard F1951-99 and impact attenuating in compliance with ASTM F 1292-99.

The activity is located within the City of Naples at 1098 3rd Ave North track #18010040000 within SMASA-Census Tract 7, Block Group 1. This is low and moderate income (based on FY 2010 Income Summary for Naples using 2009 estimated US Census data) "area benefit" with a population of 1,292.

CDBG funds awarded will cover associated costs in connection with Wheelchair Accessible Play Structure. Additional costs above the award amount, if any, will be at the City's expense.

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208

II. TIME OF PERFORMANCE

Services of the SUBRECIPIENT shall start on the **24th day of September, 2013** and end on the **31st day of May, 2014**. The term of this Agreement and the provisions herein may be extended by amendment to cover any additional time period during which the SUBRECIPIENT remains in control of CDBG funds or other CDBG assets, including program income.

III. AGREEMENT AMOUNT

The COUNTY agrees to make available **ONE HUNDRED FIVE THOUSAND EIGHT HUNDRED THIRTY FIVE DOLLARS (\$105,835)** for the use by the SUBRECIPIENT for a **Wheelchair Accessible Play**

Structure during the Term of the Agreement (hereinafter, the aforesated amount including, without limitation, any additional amounts included thereto as a result of a subsequent amendment(s) to the Agreement, shall be referred to as the "Funds"). The SUBRECIPIENT project budget shall be as follows:

Line Item Description	CDBG Funds
All Costs associated with the Permitting, Purchase, including the Shades, Safety Surfaces, Installation, and Construction of Play structure	\$ 105,835
TOTAL	\$ 105,835

All improvements specified in Section I. Scope of Services 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 qualified bidder. Contract administration shall be handled by the SUBRECIPIENT and monitored by HHVS, which shall have access to all records and documents related to the project.

The County shall reimburse the SUBRECIPIENT for the performance of this Agreement upon completion or partial completion of the work tasks as accepted and approved by HHVS pursuant to the submittal of quarterly progress reports. Invoices for work performed are required every month. SUBRECIPIENT may expend funds only for allowable costs resulting from obligations incurred during the term of this agreement. If no work has been performed during that month, or if the SUBRECIPIENT is not yet prepared to send the required backup, a \$0 invoice will be required. Explanations will be required if two consecutive months of \$0 invoices are submitted. Payments shall be made to the SUBRECIPIENT when requested as work progresses but, not more frequently than once per month. Reimbursement will not occur if SUBRECIPIENT fails to perform the minimum level of service required by this Agreement. Final invoices are due no later than 90 days after the end of the agreement. Work performed during the term of the program but not invoiced within 90 days without written exception from the Grant Coordinator will not be reimbursed. No payment will be made until approved by HHVS for grant compliance and adherence to any and all applicable local, state or Federal requirements Payment will be made upon receipt of a properly completed invoice and in compliance with §218.70, Florida Statutes, otherwise known as the "Local Government Prompt Payment Act."

The following table details the project deliverables and payment schedule.

Deliverable	Deliverable Supporting Documents	Submission Schedule
Project Component #1	Submission of invoices on AIA G702-1992 form or equivalent document. Final 10% (\$10,584) released upon documentation of Component #1 complete. Supporting proof of payment documents including but not limited to, including Exhibit B, canceled checks must be provided as backup.	Every Month
Affirmative Action Plan	N/A	Within 30 days of contract execution
Insurance Certificate	N/A	Within 30 days of

		contract execution and annually thereafter
Inventory	N/A	Annually for 5 years from date of project close-out
Audit	N/A	Submission of Exhibit E Annually until project completion

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

COLLIER COUNTY ATTENTION: Sandra Marerro, Grant Coordinator
3339 E Tamiami Trail, Suite 211
Naples, Florida 34112

SUBRECIPIENT ATTENTION: Greg Givens, Grant Coordinator
City of Naples
735 8th Street South
Naples, FL 34102-6796

V. ADDITIONAL CONDITIONS AND COMPENSATION

The parties acknowledge that the Funds originate from CDBG grant funds from HUD and must be implemented in full compliance with all of HUD's rules and regulations and any agreement between COUNTY and HUD governing CDBG funds pertaining to this Agreement. In the event of curtailment or non-production of said federal funds, the financial sources necessary to continue to pay the SUBRECIPIENT all or any portions of the funds will not be available. In that event, the COUNTY may terminate this Agreement, which termination shall be effective as of the date that it is determined by the County Manager or designee, in his-her sole discretion and judgment, that the Funds are no longer available. In the event of such termination, the SUBRECIPIENT agrees that it will not look to, nor seek to hold the COUNTY, nor any individual member of the County Commissioners and /or County Administration, personally liable for the performance of this Agreement, and the COUNTY shall be released from any further liability to SUBRECIPIENT under the terms of this Agreement.

VI. GENERAL CONDITIONS

A. SUBCONTRACTS

No part of this Agreement may be assigned or subcontracted without the written consent of the COUNTY, which consent, if given at all, shall be at the COUNTY's sole discretion and judgment.



B. GENERAL COMPLIANCE

The SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the SUBRECIPIENT does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the SUBRECIPIENT does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

C. INDEPENDENT CONTRACTOR

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the SUBRECIPIENT is an independent contractor.

D. AMENDMENTS

The COUNTY or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or SUBRECIPIENT from its obligations under this Agreement. No amendments to this agreement will be granted ninety (90) days prior to end date of this agreement.

The COUNTY may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and SUBRECIPIENT.

Expiration of Agreement: If the SUBRECIPIENT does not complete the project within the time period, the COUNTY Manager or designee may grant a cumulative time extension of no more than 180 days and modify any subsequent project work plans to reflect the extension. The request must be submitted no later than ninety (90) days prior to end date of this agreement.

E. INDEMNIFICATION

To the maximum extent permitted by Florida law, the SUBRECIPIENT shall indemnify and hold harmless Collier County, its officers, agents and employees from any and all claims, liabilities, damages, losses, costs, and causes of action which may arise out of an act, omission, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the SUBRECIPIENT or any of its agents, officers, servants, employees, contractors,

patrons, guests, clients, licensees, invitees, or any persons acting under the direction, control, or supervision of the SUBRECIPIENT in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. The SUBRECIPIENT shall pay all claims and losses of any nature whatsoever in connection therewith and shall defend all suits in the name of the COUNTY and shall pay all costs (including attorney's fees) and judgments which may issue thereon. This Indemnification shall survive the termination and/or expiration of this Agreement. This section does not pertain to any incident arising from the sole negligence of Collier County. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, *Florida Statutes*.

F. GRANTEE RECOGNITION/SPONSORSHIPS

The SUBRECIPIENT agrees that all notices, informational pamphlets, press releases, advertisements, descriptions of the sponsorships of the Program, research reports and similar public notices prepared and released by the SUBRECIPIENT for, on behalf of, and/or about the Program shall include the statement:

“FINANCED BY U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) AND COLLIER COUNTY HOUSING, HUMAN AND VETERAN SERVICES DEPARTMENT”

and shall appear in the same size letters or type as the name of the SUBRECIPIENT. This design concept is intended to disseminate key information regarding the development team as well as Equal Housing Opportunity to the general public. Construction signs shall comply with applicable COUNTY codes.

G. TERMINATION

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the SUBRECIPIENT materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the SUBRECIPIENT to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the SUBRECIPIENT to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the SUBRECIPIENT, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VII. REVERSION OF ASSETS

In the event of a termination of this Agreement or upon expiration of the Agreement and in addition to any and all other remedies available to the COUNTY (whether under this Agreement or at law or in equity) the SUBRECIPIENT shall immediately transfer to the COUNTY any funds on hand at the time of termination (or expiration) and any accounts receivable attributable to the use of CDBG funds. The COUNTY's receipt of any funds on hand at the time of termination shall not waive the COUNTY's right (nor excuse SUBRECIPIENT's obligation) to recoup all or any portion of the funds, as the COUNTY may deem necessary.

Any real property under the SUBRECIPIENT's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the SUBRECIPIENT in the form of a loan) in excess of \$25,000 as outlined in 24 CFR 570.505 must either:

- a. Be used to meet one of the national objectives in 24 CFR 570.208 (formerly section 570.901) until five (5) years after expiration of the term of this Agreement or for such longer period of time as determined to be appropriate by the COUNTY and as memorialized by the COUNTY and the SUBRECIPIENT in an amendment to this Agreement or such instrument as the COUNTY at its discretion determines appropriate; or
- b. If not used in accordance with the above subsection (a) the SUBRECIPIENT shall pay to the COUNTY an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of or improvements to, the property. No payment is required after the period of time specified in subsection (a).

VIII. INSURANCE

SUBRECIPIENT shall not commence any work and/or services pursuant to this Agreement until all insurance required under this Section and outlined in Exhibit "A" has been obtained, and carried, at all times during its performance.

IX. ADMINISTRATIVE REQUIREMENTS

A. EXAMINATION OF RECORDS

The SUBRECIPIENT shall maintain sufficient records in accordance with 24 CFR 570.502 and 570.506 to determine compliance with the requirements of this Agreement, the CDBG Program and all other applicable laws and regulations. This documentation shall include, but not be limited to, the following:

B. DOCUMENTATION AND RECORDKEEPING

1. All records required by CDBG.
2. All records that ordinarily and necessarily would be required by the COUNTY to perform the service.
3. All reports, plans, surveys, information, documents, maps, books, records 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 HHVS. Materials identified in the previous sentence shall be in accordance with generally accepted accounting principles, procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided directly or indirectly by this Agreement, including matching funds and Program Income. These records shall be maintained to the extent of such detail as will properly reflect all net costs, direct and indirect labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement.

4. Upon completion of all work contemplated under this Agreement copies of all documents and records relating to this Agreement shall be surrendered to HHVS if requested. In any event the SUBRECIPIENT shall keep all documents and records in an orderly fashion in a readily accessible, permanent and secured location for four (4) years after expiration of this Agreement with the following exception: if any litigation, claim or audit is started before the expiration date of the four (4) year period, the records will be maintained until all litigation, claim or audit findings involving these records are resolved. The COUNTY shall be informed in writing if an agency ceases to exist after closeout of this Agreement of the address where the records are to be kept as outlined in 24 CFR 85.42. SUBRECIPIENT must meet all requirements for retaining public records and transfer, at no cost, to COUNTY all public records in possession of the SUBRECIPIENT upon termination of the 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 systems of the COUNTY.
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.
6. The SUBRECIPIENT will be responsible for the creation and maintenance of income eligible files on clients served and documentation that all households are eligible under HUD Income Guidelines. The SUBRECIPIENT agrees that HHVS shall be the final arbiter on the SUBRECIPIENT's compliance.
7. The SUBRECIPIENT shall document how the National Objective(s) as defined in 24 CFR 570.208 and the eligibility requirement(s) under which funding has been received, have been met. These also include special requirements such as necessary and appropriate determinations as defined in 24 CFR 570.209, income certification, and written Agreements with beneficiaries, where applicable.
8. SUBRECIPIENT must provide the public with access to public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

C. REPORTS AND EVALUATIONS (MONITORING)

Reimbursement may be contingent on the timely receipt of complete and accurate reports required by this Agreement, and on the resolution of monitoring findings identified pursuant to this Agreement as deemed necessary by the County Manager or designee.

During the term, SUBRECIPIENT shall submit quarterly progress reports to the COUNTY on the 15th day of January, April, July and October respectively for the prior quarter period end. As part of the report submitted in October, the SUBRECIPIENT also agrees to include, a comprehensive final report covering the agreed-upon Program objectives, activities and expenditures and including, but not limited to, performance data on client feedback with respect to the goals and objectives set forth in Exhibit "D". Exhibit "D" contains an example reporting form to be used in fulfillment of this requirement. Other reporting requirements may be required by the County Manager or their designee in the event of Program changes; the need for additional information or documentation arises; and/or legislative amendments are enacted. Reports and/or requested documentation not received by the due date shall be considered delinquent and may be cause for default and termination of this Agreement.

During the term, SUBRECIPIENT shall submit an annual audit monitoring report (Exhibit E) to the COUNTY no later than 180 days after the SUBRECIPIENT's fiscal year end.

The SUBRECIPIENT agrees that HHVS will carry out no less than one (1) annual on-site monitoring visit and evaluation activities as determined necessary. At the COUNTY's discretion, a desk top review of the activities may be conducted in lieu of an on-site visit. The continuation of this Agreement is dependent upon satisfactory evaluations. The SUBRECIPIENT shall, upon the request of HHVS, submit information and status reports required by HHVS or HUD to enable HHVS to evaluate said progress and to allow for completion of reports required. The SUBRECIPIENT shall allow HHVS or HUD to monitor the SUBRECIPIENT on site. Such site visits may be scheduled or unscheduled as determined by HHVS or HUD.

D. ADDITIONAL HOUSING, HUMAN AND VETERAN SERVICES, COUNTY, AND HUD REQUIREMENTS

The SUBRECIPIENT agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available for specified activities.

E. PURCHASING

All purchasing for services and goods, including capital equipment, shall be made by purchase order or by a written contract and in compliance with thresholds of the Collier County Purchasing Policy, as shown below. Should there be a conflict; the Purchasing Policy Thresholds will prevail.

Dollar Range (\$)	Quotes
Under \$3K	1 Written Quote
\$3K to \$50K	3 Written Quotes
Above \$50K	Request for Proposal (RFP) Invitation for Bid (IFB)

F. AUDITS AND INSPECTIONS

At any time during normal business hours and as often as the COUNTY (and/or its representatives) may deem necessary, the SUBRECIPIENT shall make available all records, documentation and any other data relating to all matters covered by the Agreement for review, inspection or audit.

G. PROGRAM-GENERATED INCOME

Any "Program Income" (as such term is defined under applicable Federal regulations) gained from any activity of the SUBRECIPIENT funded by CDBG funds shall be reported to the COUNTY, utilized by the SUBRECIPIENT and shall be in compliance with 24 CFR 570.504(c) in the operation of the Program.

H. GRANT CLOSEOUT PROCEDURES

SUBRECIPIENT's obligation to the COUNTY shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but not be 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. Any balance of unobligated funds which have been advanced or paid must be returned to the County. Any funds paid in excess of the amount to which the Subrecipient is entitled under the terms and conditions of this Agreement must be refunded to the COUNTY. In addition to the records retention outlined in Section X.B.3, the SUBRECIPIENT shall comply with Section 119.021 Florida Statutes regarding records maintenance, preservation and retention. SUBRECIPIENT shall also produce records and information that complies with Section 215.97, Florida Single Audit Act.

X. OTHER PROGRAM REQUIREMENTS

A. OPPORTUNITIES FOR RESIDENTS AND CIVIL RIGHTS COMPLIANCE

The SUBRECIPIENT agrees that no person shall be excluded from the benefits of, or be subjected to, discrimination under any activity carried out by the performance of this Agreement on the basis of race, color, disability, national origin, religion, age, familial status, or sex. 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 Section 3 of the Housing and Community Development Act of 1968.

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

The SUBRECIPIENT will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this

contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's 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 SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

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 under this Agreement must reside in unincorporated Collier County or in municipalities participating in the County's Urban County Qualification Program.

D. AFFIRMATIVE ACTION PLAN

The SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the COUNTY's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The COUNTY shall provide Affirmative Action guidelines to the SUBRECIPIENT to assist in the formulation of such program. The SUBRECIPIENT shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

E. CONFLICT OF INTEREST

The SUBRECIPIENT covenants that no person under its employ who presently exercises any functions or responsibilities in connection with the Project, has any personal financial interest, direct or indirect, in the Project 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. The SUBRECIPIENT covenants that it will comply with all provisions of 24 CFR 570.611 "Conflict of Interest", and the State and County statutes, regulations, ordinance or resolutions governing conflicts of interest. Any possible conflict of interest on the part of the SUBRECIPIENT or its employees shall be disclosed in writing to HHVS 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.

XI. CONDITIONS FOR RELIGIOUS ORGANIZATIONS

CDBG funds may be used by religious organizations or on property owned by religious organizations only in accordance with requirements set in Section 24 CFR 570.200(j). The SUBRECIPIENT shall comply with First Amendment Church/State principles as follows:

- a. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion
- b. It will not discriminate against any person applying for public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion

- e. It will retain its independence from Federal, State and local governments and may continue to carry out its mission, including the definition, practice and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction or proselytizing
- d. The funds shall not be used for the acquisition, construction or rehabilitation of structures to the extent that those structures are used for inherently religious activities. Where a structure is used for both eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to CDBG funds in this part. Sanctuaries, chapels, or other rooms that a CDBG funded religious congregation uses as its principal place of worship, however, are ineligible for CDBG funded improvements.

XII. SEVERABILITY

Should any provision of the Agreement be determined to be unenforceable or invalid, such a determination shall not affect the validity or enforceability of any other section or part thereof.

(Signature page to follow)

IN WITNESS WHEREOF, the Sub recipient and the County, have each, respectively, by an authorized person or agent, hereunder set their hands and seals on this 24th day of September, 2013.

ATTEST:
DWIGHT E. BROCK, CLERK

Dwight E. Brock

BOARD OF COUNTY COMMISSIONERS OF
COLLIER COUNTY, FLORIDA

By: *[Signature]*
GEORGIA A. HILLER, ESQ., CHAIRWOMAN

Dated: 10/24/13

Attest as to Chairman's
signature only.

CITY OF NAPLES, A MUNICIPALITY

By: *[Signature]*
Honorable John Sorey, III

ATTEST:
PATRICIA L. RAMBOSK, CLERK

Patricia L. Rambosk

Dated: 9/23/13
(SEAL)

Approved as to form and legality

By: *[Signature]*
Robert D. Pritt, City Attorney

Approved for form and legality:

[Signature]
Jennifer A. Belpedio, Assistant County Attorney

JAB
9/15/13

EXHIBIT "A"

INSURANCE REQUIREMENTS

The SUBRECIPIENT shall furnish to Collier County, c/o Housing, Human and Veteran Services Department, 3339 E. Tamiami Trail, Suite 211, Naples, Florida 34112, Certificate(s) of Insurance evidencing insurance coverage that meets the requirements as outlined below:

1. Workers' Compensation as required by Chapter 440, *Florida Statutes*.
2. Commercial General Liability including products and completed operations insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. Collier County must be shown as an additional insured with respect to this coverage.
3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this contract in an amount not less than \$1,000,000 combined single limit for combined Bodily Injury and Property Damage. Collier County shall be named as an additional insured.

DESIGN STAGE (IF APPLICABLE)

In addition to the insurance required in 1 – 3 above, a Certificate of Insurance must be provided as follows:

4. Professional Liability Insurance in the name of the SUBRECIPIENT or the licensed design professional employed by the SUBRECIPIENT in an amount not less than \$1,000,000 per occurrence/\$1,000,000 aggregate providing for all sums which the SUBRECIPIENT and/or the design professional shall become legally obligated to pay as damages for claims arising out of the services performed by the SUBRECIPIENT or any person employed by the SUBRECIPIENT in connection with this contract. This insurance shall be maintained for a period of two (2) years after the certificate of Occupancy is issued. Collier County shall be named as an additional insured.

CONSTRUCTION PHASE (IF APPLICABLE)

In addition to the insurance required in 1 – 4 above, the SUBRECIPIENT shall provide or cause its Subcontractors to provide original certificates indicating the following types of insurance coverage prior to any construction:

5. Completed Value Builder's Risk Insurance on an "All Risk" basis in an amount not less than one hundred (100%) percent of the insurable value of the building(s) or structure(s). The policy shall be in the name of Collier County and the SUBRECIPIENT.
6. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, 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).

OPERATION/MANAGEMENT PHASE (IF APPLICABLE)

After the Construction Phase is completed and occupancy begins, the following insurance must be kept in force throughout the duration of the loan and/or contract:

9. Workers' Compensation as required by Chapter 440, *Florida Statutes*.
10. Commercial General Liability including products and completed operations insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. Collier County must be shown as an additional insured with respect to this coverage.
11. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this contract in an amount not less than \$1,000,000 combined single limit for combined Bodily Injury and Property Damage. Collier County as an additional insured.
12. Property Insurance coverage on an "All Risk" basis in an amount not less than one hundred (100%) of the replacement cost of the property. Collier County must be shown as a Loss payee with respect to this coverage A.T.I.M.A.
13. Flood Insurance coverage for those properties found to be within a flood hazard zone for the full replacement values of the structure(s) or the maximum amount of coverage available through the National Flood Insurance Program (NFIP). The policy must show Collier County as a Loss Payee A.T.I.M.A.

EXHIBIT "B"
COLLIER COUNTY HOUSING, HUMAN AND VETERAN SERVICES
REQUEST FOR PAYMENT

SECTION I: REQUEST FOR PAYMENT

Sub recipient Name: City of Naples

Sub recipient Address: 735 8th Street, Naples, FL 34103

Project Name: Wheelchair Accessible Play Structure

Project No: CD 12-08 Payment Request # _____

Dollar Amount Requested: \$ _____

SECTION II: STATUS OF FUNDS

1. Grant Amount Awarded	\$ _____	\$105,835
2. Sum of Past Claims Paid on this Account	\$ _____	
3. Total Grant Amount Awarded Less Sum Of Past Claims Paid on this Account	\$ _____	
4. Amount of Previous Unpaid Requests	\$ _____	
5. Amount of Today's Request	\$ _____	
6. Current Grant Balance (Initial Grant Amount Awarded Less Sum of <u>all</u> requests)	\$ _____	

I certify that this request for payment has been made in accordance with the terms and conditions of the Agreement between the COUNTY and us. To the best of my knowledge and belief, all grant requirements have been followed.

Signature

Date

Title

Authorizing Grant Coordinator _____

Supervisor _____ (approval authority under \$14,999)

Dept Director _____ (approval required \$15,000 and above)

EXHIBIT "C"

RELEASE AND AFFIDAVIT FORM

CONSTRUCTION ONLY

The SUBRECIPIENT certifies for itself and its contractors that all charges for labor, materials, supplies, lands, licenses and other expenses for which COUNTY might be sued or for which a lien or a demand against any payment bond might be filed, have been satisfied and paid. This document is in compliance with Florida Statutes Chapter 713, 02 Part 1 - Waiver or Release of Liens

This Release and Affidavit is given in connection with the SUBRECIPIENT's (monthly/final) Request for Payment.

CITY OF NAPLES

Witness:

BY: _____

BY: _____

ITS: _____

Print name and title

DATE: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ as _____ of _____ A Choose Not-For-Profit, or Corporation or Municipality on behalf of _____ Choose Not-For-Profit, Corporation or Municipality . He/She is personally known to me OR has produced _____ as identification and who did (did not) take an oath.

My Commission Expires: _____

(Signature)

Name: _____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of: _____

Commission No.: _____



EXHIBIT "D"

QUARTERLY PROGRESS REPORT

Sub-recipients: Please fill in the following shaded areas of the report

Agency Name: [Redacted] Date: [Redacted]

Project Title: [Redacted]

Program Contact: [Redacted] Alternate Contact: [Redacted]

Telephone Number: [Redacted]

*REPORT FOR QUARTER ENDING: (check one that applies to the corresponding grant period):
12/31/13 03/31/14 06/30/14

Please take note: The CDBG/HOME/ESG Program year begins October 1, 2012 - September 30, 2013. Each quarterly report needs to include cumulative data beginning from the start of the program year September 24, 2013.

1. [Redacted]

A. Outcome Goals: list the outcome goal(s) from your approved application & sub-recipient agreement.
[Redacted]

B. Goal Progress: Indicate the progress to date in meeting each outcome goal.
[Redacted]

2. [Redacted]

Yes No



If no, explain:

[Redacted]

3. Since September 1, 2012, of the persons listed, how many:

- a. ...now have new access (continuing) to this service or benefit? [Redacted]
- b. ...now has improved access to this service or benefit? [Redacted]
- c. ...now receive a service or benefit that is no longer substandard? [Redacted]

TOTAL: 0

4. What funding sources are applied to these services?

Section 108 Loan Guarantee
Other Consolidated Plan Funds
Other Federal Funds
State / Local Funds

[Redacted]

HOPWA
CDBG
ESG
HOME

[Redacted]

Total Other Funds

\$ -

Total Entitlement Funds

\$ -

EXHIBIT "D"

QUARTERLY PROGRESS REPORT

8. [REDACTED]

a. Total No. of adult females served: [REDACTED] Total No. of females served under 18: [REDACTED]

b. Total No. of adult males served: [REDACTED] Total No. of males served under 18: [REDACTED]

TOTAL: 0 TOTAL: 0

c. Total No. of families served: [REDACTED] Total No. of female head of household: [REDACTED]

9. [REDACTED]

a. Total number of adult females served: [REDACTED] Total number of females served under 18: [REDACTED]

b. Total number of adult males served: [REDACTED] Total number of males served under 18: [REDACTED]

TOTAL: 0 TOTAL: 0

c. Total No. of families served: [REDACTED] Total No. of female head of household: [REDACTED]

Complete EITHER question #7 OR #8. Complete question #7 if your program only serves clients in one or more of the listed HUD Presumed Benefit categories. Complete question #8 if any client in your program does not fall into a Presumed Benefit category.

DO NOT COMPLETE BOTH QUESTION 7 AND 8.

7. [REDACTED]

Indicate the total number of **UNDUPLICATED** persons served since October 1 who fall into each presumed benefit category (the total should equal the total in question #6):

Report as:

- [REDACTED] Abused Children
- [REDACTED] Homeless Person
- [REDACTED] Battered Spouses
- [REDACTED] Persons w/ HIV/AIDS
- [REDACTED] Elderly Persons
- [REDACTED] Veterans
- [REDACTED] Chronically/ Mentally ill
- [REDACTED] Physically Disabled Adults
- [REDACTED] Other-Youth

TOTAL: 0

Indicate the total number of **UNDUPLICATED** persons served since October 1 who fall into each income category (the total should equal the total in question #6):

Report as:

- [REDACTED] Extremely low income (0-30%)
- [REDACTED] Low income (31-50%)
- [REDACTED] Moderate income (51-80%)
- [REDACTED] Above Moderate Income (>80%)

TOTAL: 0

8. [REDACTED]

Please indicate how many **UNDUPLICATED** clients served since October fall into each race category. In addition to each race category, please indicate how many persons in each race category consider themselves Hispanic (Total Race column should equal the total cell).

RACE	ETHNICITY
White [REDACTED]	: of whom, how many are Hispanic?
Black/African American [REDACTED]	: of whom, how many are Hispanic?
Asian [REDACTED]	: of whom, how many are Hispanic?
American Indian/Alaska Native [REDACTED]	: of whom, how many are Hispanic?
Native Hawaiian/Other Pacific Islander [REDACTED]	: of whom, how many are Hispanic?
American Indian/Alaskan Native & White [REDACTED]	: of whom, how many are Hispanic?
Black/African American & White [REDACTED]	: of whom, how many are Hispanic?
Am. Indian/Alaska Native & Black/African Am. [REDACTED]	: of whom, how many are Hispanic?
Other Multi-racial [REDACTED]	: of whom, how many are Hispanic?
Other [REDACTED]	: of whom, how many are Hispanic?
TOTAL: 0	0 TOTAL HISPANIC

Name: _____

Title: _____

Signature: _____
Your typed name here represents your electronic signature



EXHIBIT "E"

ANNUAL AUDIT MONITORING REPORT

OMB Circular A-133 *Audits of States, Local Governments, and Non-Profit Organizations* requires the Collier County Housing, Human and Veterans Services Department to monitor our sub-recipients of federal awards and determine whether they have met the audit requirements of the circular and whether they are in compliance with federal laws and regulations. Accordingly, we are requiring that you check one of the following, provide all appropriate documentation regarding your organization's compliance with the audit requirements, sign and date this form.

Sub recipient Name	City of Naples	Fiscal Year Period	September 2013
Total State Financial Assistance Expended during most recently completed Fiscal Year		\$	
Total Federal Financial Assistance Expended during most recently completed Fiscal Year		\$	

Check Appropriate Boxes

<input type="checkbox"/>	We have exceeded the \$500,000 federal/state expenditure threshold for our fiscal year ending as indicated above and have completed our Circular A-133 audit. A copy of the audit report and management letter is attached.
<input type="checkbox"/>	We exceeded the \$500,000 federal/state expenditure threshold for our fiscal year ending as indicated above and expect to complete our Circular A-133 audit by _____. Within 30 days of completion of the A-133 audit, we will provide a copy of the audit report and management letter.
	<p>We are not subject to the requirements of OMB Circular A-133 because we:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Did not exceed the \$500,000 federal/state expenditure threshold for the fiscal year indicated above <input type="checkbox"/> Are a for-profit organization <input type="checkbox"/> Are exempt for other reasons – explain _____ <p>An audited financial statement is attached and if applicable, the independent auditor's management letter.</p>

(If findings were noted, please enclose a copy of the responses and corrective action plan.)

Certification Statement

I hereby certify that the above information is true and accurate.	
Signature	Date
Print Name and Title	



EXHIBIT "F"

LOCAL AND FEDERAL RULES, REGULATIONS AND LAWS

1. 24 CFR 570, as amended - The regulations governing the expenditure of Community Development Block Grant (CDBG) funds.
2. 24 CFR 58 - The regulations prescribing the Environmental Review procedure.
3. Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended
4. Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended
5. 24 CFR 570.601 Subpart K - The regulations issued pursuant to Executive Order 11063 which prohibits discrimination and promotes equal opportunity in housing.
6. Executive Order 11246 ("Equal Employment Opportunity"), as amended by Executive Orders 11375 and 12086 - which establishes hiring goals for minorities and women on projects assisted with federal funds and as supplemented in Department of Labor regulations.
7. Title VII of the 1968 Civil Rights Act as amended by the Equal Employment Opportunity Act of 1972, 42 USC § 2000e, *et. seq.* The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.
8. 24 CFR 135 - Regulations outlining requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended. Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the COUNTY, the SUBRECIPIENT and any of the SUBRECIPIENT's Sub-recipients and subcontractors. Failure to fulfill these requirements shall subject the COUNTY, the SUBRECIPIENT and any of the SUBRECIPIENT's Sub-recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement 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 that 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.”

The SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The SUBRECIPIENT certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

9. Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.
10. Contract Work Hours and Safety Standards Act, 40 USC 327-332.
11. Section 504 of the Rehabilitation Act of 1973, 29 USC 776(b) (5), 24 CFR 570.614 Subpart K.
12. The Americans with Disabilities Act of 1990
13. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.
14. 29 CFR Parts 3 and 5 - 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 must be included in all construction contracts funded by CDBG. (See 42 USC 276a and 24 CFR 135.11(c)).
15. Executive Order 11914 - Prohibits discrimination with respect to the handicapped in federally assisted projects.
16. 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.
17. The SUBRECIPIENT agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

18. Public Law 100-430 - the Fair Housing Amendments Act of 1988.

19. 24 CFR 84 - Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations and specified by the following subsections:

- Subpart A – General;
- Subpart B – Pre-Award Requirements, except for 84.12, Forms for Applying for Federal Assistance;
- Subpart C – Post-Award Requirements, except for:
 - Section 84.22, Payment Requirements- Grantees shall follow the standards of 85.20(b)(7) and 85.21 in making payments to SUBRECIPIENTS;
 - Section 84.23, Cost Sharing and Matching;
 - Section 84.24, Program Income – in lieu of 84.24 CDBG SUBRECIPIENTS shall follow 570.504;
 - Section 84.25, Revision of Budget and Program Plans;
 - Section 84.32, Real Property – In lieu of 84.32, CDBG SUBRECIPIENTS shall follow 570.505;
 - Section 84.34(g), Equipment – In lieu of the disposition provisions of 84.34(g) the following applies:
 - In all cases in which equipment is sold, the proceeds shall be program income (pro-rated to reflect the extent to which CDBG funds were used to acquire the equipment); and
 - Equipment not needed by the SUBRECIPIENT for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient;
 - Section 84.51(b), (c), (d), (e), (f) and (h), Monitoring and Reporting Program Performance;
 - Section 84.52, Financial Reporting;
 - Section 84.53(b), Retention and Access Requirements for Records. Section 84.53(b) applies with the following exceptions:
 - The retention period referenced in 84.53(b) pertaining to individual CDBG activities shall be four years; and
 - The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award;
 - Section 84.61, Termination - In lieu of the provisions of 84.61, CDBG SUBRECIPIENTS shall comply with 570.503(b)(7); and
- Subpart D – After-the-Award Requirements – except for 84.71, Closeout Procedures

20. 24 CFR 85 - Administrative Requirements for Grants and Agreements to State and Local Governments shall be followed for sub recipients that are governmental entities.

21. Immigration Reform and Control Act of 1986 as located at 8 USC 1324, et seq. and regulations relating thereto. Failure by the SUBRECIPIENT to comply with the laws referenced herein shall constitute a breach of this agreement, and the County shall have the discretion to unilaterally terminate this agreement immediately.

22. Prohibition Of Gifts To County Employees - No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any County employee, as set forth in

Chapter 112, Part III, Florida Statutes, Collier County Ethics Ordinance No. 2004-05, as amended, and County Administrative Procedure 5311.

23. Order of Precedence - In the event of any conflict between or among the terms of any of the Contract Documents, the terms of the Agreement shall take precedence over the terms of all other Contract Documents, except the terms of any Supplemental Conditions shall take precedence over the Agreement. To the extent any conflict in the terms of the Contract Documents cannot be resolved by application of the Supplemental Conditions, if any, or the Agreement, the conflict shall be resolved by imposing the more strict or costly obligation under the Contract Documents upon the Contractor at Owner's discretion.
24. Dispute Resolution - Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation. Any situations when negotiations, litigation and/or mediation shall be attended by representatives of SUBRECIPIENT with full decision-making authority and by COUNTY'S staff person who would make the presentation of any settlement reached during negotiations to COUNTY for approval. Failing resolution, and prior to the commencement of depositions in any litigation between the parties arising out of this Agreement, the parties shall attempt to resolve the dispute through Mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. Should either party fail to submit to mediation as required hereunder, the other party may obtain a court order requiring mediation under § 44.102, *Florida Statutes*. The litigation arising out of this Agreement shall be Collier County, Florida, if in state court and the US District Court, 20th Judicial Court of Florida, if in federal court. BY ENTERING INTO THIS AGREEMENT, COLLIER COUNTY AND THE SUBRECIPIENT EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.
25. The SUBRECIPIENT agrees to comply with the following requirements:
- Clean Air Act, 41 USC 7401, *et seq.*
 - Federal Water Pollution Control Act, 33 USC 1251, *et seq.*, as amended.
26. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4002 and 24 CFR 570.605 Subpart K), 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. 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.
27. 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 Poisoning Prevention Act found at 24 CFR 570.608, Subpart K.
28. 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 Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer 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.

29. The SUBRECIPIENT must certify that it will provide drug-free workplaces in accordance with the Drug-Free Workplace Act of 1988 (41 USC 701).
30. The SUBRECIPIENT certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or agency; and, that the SUBRECIPIENT shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction as outlined in 24 CFR 570.609, Subpart K.
31. The SUBRECIPIENT agrees to comply with the following OMB Circulars whichever is applicable, 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.
- States, local governments, and Indian Tribes follow:
- A-87 for Cost Principles
 - A-102 for Administrative Requirements
- Educational Institutions (even if part of a State or local government) follow:
- A-21 for Cost Principles
 - A-110 for Administrative Requirements
- Non-Profit Organizations follow:
- A-122 for Cost Principles
 - A-110 for Administrative Requirements
32. Audits shall be conducted annually and shall be submitted to the COUNTY one hundred eighty (180) days after the end of the SUBRECIPIENT's fiscal year. The SUBRECIPIENT shall comply with the requirements and standards of OMB A-133, Audits of States, Local Governments, and Non-Profit Organizations. If this Agreement is closed out prior to the receipt of an audit report, the COUNTY reserves the right to recover any disallowed costs identified in an audit after such closeout.
33. 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 CDBG 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.
34. As provided in § 287.133, *Florida Statutes* 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 § 287.133 (3) (a), *Florida Statutes*.
35. 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.

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.

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

36. Travel reimbursement will be based on the U.S. General Services Administration (GSA) per diem rates in effect at the time of travel.
37. Any rule or regulation determined to be applicable by HUD.
38. Florida Statutes 713.20, Part 1, Construction Liens
39. Florida Statutes, 119.021 Records Retention
40. Florida Statutes, 119.071, Contracts and Public Records