

Grant # - B-13-UC-12-0016 B-14-UC-12-0016
CFDA/CSFA# - 14.218
Subrecipient - City of Naples
DUNS # - 084130293
FETI FEID# - 59-60000382
Fiscal Year End: 9/30
Monitor End: 12/31/2014 05/31/15
Agreement# CD13-01

**FIRST AMENDMENT TO AGREEMENT BETWEEN COLLIER COUNTY
AND
CITY OF NAPLES
CDBG INTERSECTION INFRASTRUCTURE IMPROVEMENTS**

This Amendment is entered into this 18 day of November 2014, by and between 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, hereinafter referred to as SUBRECIPIENT and Collier County, Florida, hereinafter to be referred to as "COUNTY," collectively stated as the "Parties."

RECITALS

WHEREAS, on September 10, 2013 the COUNTY approved the FY 2013-2014 Action Plan, providing CDBG funds in the amount of \$30,959 to the City of Naples for the CDBG Intersection Infrastructure Improvements located at Goodlette-Frank Road and 5th Avenue North, Naples, FL; and

WHEREAS, on December 10, 2013 the COUNTY approved a substantial amendment to the FY2013-2014 Action Plan to provide CDBG funds in the amount of \$49,500 of additional funds to the City of Naples for the CDBG Intersection Infrastructure Improvements located at Goodlette-Frank Road and Central Avenue, Naples, FL; and

WHEREAS, on January 14, 2014, the COUNTY entered into an Agreement with the City of Naples for Community Development Block Grant Program funds to be used for the CDBG Intersection Infrastructure Improvements Project (hereinafter referred to as the "Agreement"); 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 to increase funding allocation to the project on October 3, 2014 with a 30-day citizen comment period from October 3, 2014 through November 3, 2014; and

WHEREAS, the Parties desire to amend the Agreement in order to extend the project completion date from December 31, 2014 to May 31, 2015; and

WHEREAS, the Parties desire to amend the Agreement in order to combine the existing CDBG FY 2013-2014 funding, in the amount of \$80,459, with CDBG FY 2014-2015 allocated funds, in the amount of \$94,685 for a total project cost of \$175,144 to be able to complete the Intersection Infrastructure Improvements Project.

NOW, THEREFORE, in consideration of foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree to amend the Agreement as follows:

Words ~~Struck Through~~ are deleted; Words Underlined are added

I. SCOPE OF WORK

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), Collier County Community and Human Services (CHS)~~, and the FY2013 – 2014 Action Plan and FY 2014 – 2015 Action Plans identified and approved the Project to perform the tasks necessary to conduct the program as follows:

HHVS CHS, as an administrator of the CDBG program, will make available CDBG funds up to the gross amount of ~~\$80,459~~ \$175,144 to the City of Naples to fund intersection improvements ~~and environmental review~~ at Goodlette-Frank Road and 5th Avenue North, and Goodlette-Frank and Central Avenue in order to improve pedestrian safety.

* * *

B. PROJECT DETAILS

Project Component 1: Intersection Improvements

The Subrecipient will engage in completing intersection improvements and environmental review at Goodlette-Frank Road and 5th Avenue North, in order to improve pedestrian safety. The City of Naples will receive an amount up to ~~\$30,959~~ \$81,665 through an allocation of funds to perform the activity listed below:

Project Component 2: Intersection Improvements

The Subrecipient will engage in completing intersection improvements and environmental review at Goodlette-Frank Road and Central Avenue, in order to improve pedestrian safety. The City of Naples will receive an amount up to ~~\$49,500~~ \$93,479 through an allocation of funds to perform the following CDBG activities:

Activity	Federal Funds
<i>Project Component 1: Fund Intersection improvements and environmental review at Goodlette-Frank Road and 5th Avenue North in order to improve pedestrian safety.</i>	\$30,959 <u>\$81,665</u>
<i>Project Component 2: Fund Intersection improvements and environmental review at Goodlette-Frank Road and Central Avenue in order to improve pedestrian safety.</i>	\$49,500 <u>\$93,479</u>
Grand Total	\$80,459 <u>\$175,144</u>

1. Project Tasks

- a. Maintain project documentation in compliance with 24CFR 85.42
- b. Provide quarterly reports on meeting a CDBG National Objective
- c. Obtain Necessary Permits and Approvals
- d. Procure Engineering and Design services
- e. Prepare Bid Specifications and Engineer's Cost Estimate
- f. Submit invoices to HHVS for environmental and improvements costs
- g. Required attendance by a representative from SUBRECIPIENT's Executive Management at quarterly partnership meetings, as requested by COUNTY.

2. National Objective

The grant funds to the City of Naples will benefit at least 51% Low to Moderate Income individuals. As such the Subrecipient shall be responsible for ensuring that the project meets the Area Benefit definition at 24 CFR 570.208(a)(1).

II. TIME OF PERFORMANCE

Services of the SUBRECIPIENT shall start on the 14th day of January, 2014 and end on the 31th day of ~~December, 2014~~ May, 2015. 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 ~~EIGHTY THOUSAND FOUR HUNDRED FIFTY-~~

City of Naples, Florida.
2013-2014 & ~~2014 - 2015~~ CDBG (CD 13-01)

~~NINE DOLLARS (\$80,459)~~ **ONE HUNDRED SEVENTY FIVE THOUSAND ONE HUNDRED FORTY FOUR DOLLARS (\$175,144)** for the use by the SUBRECIPIENT 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").

Modifications to the "Budget and Scope" may only be made if approved in advance. ~~Modifications to the budget and scope will be performed in concordance with CMA 5330.~~ Budgeted fund shifts between line items and project components shall not be more than 10% and does not signify a change in scope. Fund shifts that exceed 10% of a line item and a project component shall only be made with board approval.

All improvements specified in Section I. Scope of Work 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 CHS, 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 CHS. The SUBRECIPIENT is required to submit quarterly progress reports. SUBRECIPIENT may not request disbursement of CDBG funds until funds are needed for eligible costs, and all disbursements requests must be limited to the amount needed at the time of the request. 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.

The County Manager or designee may extend the term of this Agreement for a period of up to 180 days. The extension must be authorized prior to the expiration of the agreement. The extension must be authorized in writing by formal letter to the SUBRECIPIENT.

No payment will be made until approved by CHS 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 Payment Schedule

Payment Deliverable	Payment Schedule	Submission Schedule
<i>Costs for Infrastructure</i>	• Submission of monthly	• Monthly



1605

<p>Improvements and Environmental Review for Project Component 1 and Project Component 2.</p>	<p>invoices on AIA G702-1992 form (attached as Exhibit "G") or equivalent document per contractor's Schedule of Values, check stubs, bank statements and any other additional documentation as requested.</p> <ul style="list-style-type: none"> Final 10% (\$8,046) \$17,514.40 released upon delivered completed Infrastructure Improvements. 	<ul style="list-style-type: none"> Final Delivery
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IV. 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: ~~Geoffrey Magon, Grant Coordinator~~
Gino Santabarbara, Grant Coordinator**
3339 E Tamiami Trail, Suite 211
Naples, Florida 34112
~~239-252-2336~~ 239-252-2399
~~Geoffreymagon~~ Ginosantabarbara@colliergov.net

SUBRECIPIENT

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

* * *



IX. ADMINISTRATIVE REQUIREMENTS

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I. CORRECTIVE ACTION

Corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this contract. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

In order to effectively enforce Resolution No. 2013-228, Community and Human Services (CHS) has adopted an escalation policy to ensure continued compliance by Subrecipients, Developers, or any entity receiving grant funds from CHS. CHS's policy for escalation for non-compliance is as follows:

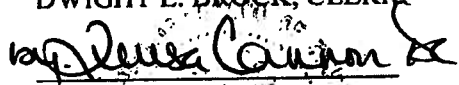
1. Initial non-compliance may result in Findings or Concerns being issued to the entity and will require a corrective action plan be submitted to the Department within 15 days following the monitoring visit.
 - Any pay requests that have been submitted to the Department for payment will be held until the corrective action plan has been submitted.
 - CHS will be available to provide Technical Assistance (TA) to the entity as needed in order to correct the non-compliance issue.
2. If in the case an Entity fails to submit the corrective action plan in a timely manner to the Department, the Department may require a portion of the awarded grant amount be returned to the Department.
 - The County may require upwards of five percent (5%) of the acquisition amount be returned to the Department, at the discretion of the Board of County Commissioners.
 - The entity may be considered in violation of Resolution No. 2013-228
3. If in the case an Entity continues to fail to correct the outstanding issue or repeats an issue that was previously corrected, and has been informed by the Department of their substantial non-compliance by certified mail; the Department may require a portion of the awarded grant amount or the amount of the CDBG investment for acquisition of the properties conveyed, be returned to the Department.
 - The Department may require upwards of ten percent (10%) of the acquisition amount be returned to the Department, at the discretion of the Board of County Commissioners.


- o The entity will be considered in violation of Resolution No. 2013-228
- 4. If in the case after repeated notification the Entity continues to be substantially non-compliant, the Department may recommend the contract or award be terminated.
 - o The Department will make a recommendation to the Board of County Commissioners to immediately terminate the agreement or contract. The Entity will be required to repay all funds disbursed by the County for project that was terminated. This includes the amount invested by the County for the initial acquisition of the properties.
 - o The entity will be considered in violation of Resolution No. 2013-228


If in the case the Entity has multiple agreements with the Department and is found to be non-compliant, the above sanctions may be imposed across all awards at the discretion of the Board of County Commissioners.

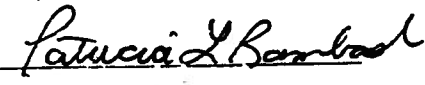
* * *

IN WITNESS WHEREOF, the Subrecipient and the County, have each, respectively, by an authorized person or agent, hereunder set their hands and seals on the date first written above.

ATTEST:
 DWIGHT E. BROCK, CLERK

 Dated: 12/3/14
 (SEAL)
 Attest as to Chairman's signature only.

BOARD OF COUNTY COMMISSIONERS OF
 COLLIER COUNTY, FLORIDA
 By: 
 TOM HENNING, CHAIRMAN

CITY OF NAPLES, A MUNICIPALITY
 By: _____
 HONORABLE JOHN SOREY, III

 JOHN SOREY, III, MAYOR

ATTEST:
 PATRICIA L. RAMBOSK, CLERK

 Dated: 11/21/14
 (SEAL)


Approved as to form and legality

 Assistant County Attorney
 JAB
 10/17/01



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: _____

Project Name: Infrastructure Improvements & Environmental Review

Project No: _____ Payment Request # _____

Dollar Amount Requested: \$ _____ Date _____

Period of Availability: 1/14/14 - 12/31/14

SECTION II: STATUS OF FUNDS

- 1. Grant Amount Awarded \$ \$80,459
- 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 all 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)

City of Naples, Florida.
2013-2014 & 2014 - 2015 CDBG (CD 13-01)



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 South, FL34102-1401

Project Name: CDBG Intersection Infrastructure Improvements

Project No: CD13-01

Payment Request # _____

Total Payment minus Retainage:

Period of Availability:

Period for which Agency has incurred indebtedness: _____ through _____

SECTION II: STATUS OF FUNDS

- | | |
|---|----------|
| 1. <u>Grant Amount Awarded</u> | \$ _____ |
| 2. <u>Sum of Past Claims Paid on this Account</u> | \$ _____ |
| 3. <u>Total Grant Amount Awarded Less Sum Of Past Claims Paid on this Account</u> | \$ _____ |
| 4. <u>Amount of Previous Unpaid Requests (Minus Retainage)</u> | \$ _____ |
| 5. <u>Amount of Today's Request</u> | \$ _____ |
| 6. <u>10% Retainage Amount Withheld</u> | \$ _____ |
| 7. <u>Current Grant Balance (Initial Grant Amount Awarded Less Sum of all requests)</u> | \$ _____ |

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 as the SUBRECIPIENT. To the best of my knowledge and belief, all grant requirements have been followed.

Signature

Date

Title

Authorizing Grant Coordinator

Authorizing Grant Accountant

Supervisor
(approval required \$15,000 and above)

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

