

FAIN #	B-16-UC-12-0016 and B-15-UC-12-0016
Federal Award Date	EST. 10/2016
Federal Award Agency	HUD
CFDA Name	Community Development Block Grant
CFDA/CSFA#	14.218
Total Amount of Federal Funds Awarded	\$166,930
Subrecipient Name	City Of Naples
DUNS#	084130293
FEIN	59-6000382
R&D	No
Indirect Cost Rate	No
Period of Performance	10/2016-9/2017
Fiscal Year End	9/30
Monitor End:	12/31/2023

**AGREEMENT BETWEEN COLLIER COUNTY  
AND  
CITY OF NAPLES**

**THIS AGREEMENT** is made and entered into this 11<sup>th</sup> day of Oct 2016, by and between Collier County, a political subdivision of the State of Florida, ("COUNTY" or "Grantee") having its principal address at 3339 E Tamiami Trail, Naples FL 34112, and "City of Naples", a municipality existing under the laws of the State of Florida, ("Subrecipient"), having its principal office at 735 8<sup>th</sup> Street South, FL 34102-1401.

**WHEREAS**, the County has entered into an agreement with the United States Department of Housing and Urban Development (HUD) 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**, the Board of County Commissioners of Collier County approved the Collier County Consolidated Plan – One year Action Plan for Federal Fiscal Year 2016-2017 for the CDBG Program with Resolution 2016-147 on June 28, 2016 – Agenda Item 11B; 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 May 20, 2016 with a 30 day Citizen Comment period from date May 20, 2016 to date June 20, 2016; and

**WHEREAS**, the Subrecipient has submitted a proposal for participation in the Collier County CDBG program; and

**WHEREAS**, the County and Subrecipient wish to set forth the responsibilities and obligations of each in the undertaking the CDBG City of Naples Sidewalk Improvements; and

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

## **PART 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 assistance as provided herein and, as determined by Collier County Community and Human Services (CHS) Division, perform the tasks necessary to conduct the program as follows:

### **City of Naples Sidewalk Improvements**

#### **Description of project and outcome:**

CHS, as an administrator of the CDBG program, will make available CDBG funds up to the gross amount of \$166,930 to the City of Naples for sidewalk improvements within the River Park community. The project will be for the design and construction of a sidewalk on the North side of 5<sup>th</sup> Avenue North from Goodlette Frank Road to Anthony Park. The project will include any design, mobilization, swale reclamation, irrigation, surveying, contingencies and any other associated activities needed to complete the sidewalk improvement project.

The property will be deed restricted for five (5) years commencing on the date of initially meeting one of the National Objectives in accordance with 24 CFR 570.505.

*(If Applicable)*

### **1.1 SPECIAL GRANT CONDITIONS**

- A. Within thirty (30) calendar days of the execution of this agreement, the Subrecipient must deliver to CHS for approval a detailed project schedule for the completion of the project.
- B. The following resolutions and policies must be adopted by the Subrecipient's governing body within thirty (30) days of award of this agreement:

- ☐ Affirmative Fair Housing Policy
- ☒ Affirmative Action/ Equal Opportunity Policy
- ☒ Conflict of Interest Policy
- ☒ Procurement Policy
- ☐ Uniform Relocation Act Policy

- ☒ Sexual Harassment Policy
  - ☒ Procedure for meeting the requirements set forth in Section 3 of the Housing and Urban Development Act of 1968, as amended (12U.S.C. 794 1 u)
  - ☒ Procedures for meeting the requirements set forth in Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794)
  - ☒ Fraud Policy
- C. Environmental Review Requirement (ERR) - No program costs can be incurred until an environmental review of the proposed project is completed, and approved by HUD. Further, the Subrecipient will not undertake any activity or commit any funds prior to the HUD environmental clearance of funds and a CHS Notice to Proceed (NTP) letter. Violation of this provision will result in the denial of any reimbursement of funds under this Agreement.

## 1.2 PROJECT DETAILS

### A. Project Description/Project Budget

Description	Federal Amount
Project Component 1: Surveying and Project Design	\$34,500
Project Component 2: Construction and related activities to include but not limited to sidewalks, mobilization, swale reclamation, irrigation, contingencies any other associated activities needed to complete the sidewalk improvement project.	\$132,430
<b>Total Federal Funds:</b>	<b>\$166,930</b>

The Subrecipient will accomplish the following checked project tasks:

- ☐ Pay all closing costs related to property conveyance
- ☐ Maintain and provide to the County as requested beneficiary income certification documentation
- ☒ Maintain National Objective Documentation
- ☒ Provide Quarterly reports on National Objectives and project progress
- ☒ Required attendance by a representative from executive management at quarterly partnership meetings, as requested by CHS.
- ☒ Provide monthly construction and rehabilitation progress reports until completion of construction or rehabilitation.
- ☒ Identify Lead Project Manager
- ☒ Provide Site Design and Specifications
- ☒ Comply with Davis Bacon Labor Standards
- ☒ Provide certified payroll weekly throughout construction and rehabilitation
- ☐ Comply with Uniform Relocation Act (URA), if necessary
- ☐ Ensure applicable numbers of units are Section 504/ADA accessible
- ☒ Ensure the applicable affordability period for the project is met

B. National Objective

The CDBG program funds awarded to Collier County must benefit low-moderate income persons (LMI). As such the Subrecipient shall be responsible for ensuring that all activities and beneficiaries meet the definition of:

- ☒ LMA – Low/Mod Area Benefit
- ☐ LMC – Low/Mod Clientele Benefit
- ☐ LMH – Low/Mod Housing Benefit
- ☐ LMJ – Low/Mod Job Benefit

**LMA:** Must document where at least 51% of the residents are LMI persons which by HUD determined eligible census tracts. Failure to achieve the national objective under this agreement will require repayment of the CDBG investment under this agreement.

**LMC:** Must document that at least 51% of persons served, are low to moderate income households, in order to meet a CDBG National Objective. Failure to achieve the national objective under this agreement will require repayment of the CDBG investment under this agreement.

**LMH:** Must document providing or improving permanent residential structures, which upon completion will be occupied by LMI households. Structures with three or more units must have at least 51% occupied by LMI households. Failure to achieve the national objective under this agreement will require repayment of the CDBG investment under this agreement.

**LMJ:** Must document job creation and retention LMI benefit national objective addresses activities designed to create or retain permanent jobs, at least 51% of which (computed on a full-time equivalent basis) will be made available to or held by LMI persons. Failure to achieve the national objective under this agreement will require repayment of the CDBG investment under this agreement.

C. Performance Deliverables

Program Deliverable	Deliverable Supporting Documentation	Submission Schedule
Special Grant Condition Policies (Section 1.1)	Policies as stated in this agreement	Within thirty (30) days of agreement execution
Insurance	Insurance Certificate	Within 30 days of agreement execution and Annually within thirty (30) days of renewal
Detailed project Schedule	Project Schedule	Within thirty (30) days of agreement execution
Project Plans and Specifications	Site Plans and Specifications	Prior to Construction Start
Submission of Progress Report	Exhibit C	Quarterly reports. Annual-Final
Financial and Compliance Audit	Exhibit E	Annually one hundred eighty (180) days after FY end until 2023
Continued Use Certification	Continued Use Affidavit, if applicable	Annually until 2023

Revenue Plan for maintenance and Capital Reserve	Plan approved by the County	Initial Plan due after completion of rehabilitation and annually thereafter until 2023
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**D. Payment Deliverables**

Payment Deliverable	Payment Supporting Documentation	Submission Schedule
Project Component 1:  Survey and Project Design	<ul style="list-style-type: none"> <li>Submission of supporting documents must be provided as backup as evidenced by banking documents, contract/proposal and survey and design completion.</li> <li>10% retainage will be withheld with each request for payment and will be released upon completion of activities and final close out monitoring</li> <li>Exhibit B</li> </ul>	<ul style="list-style-type: none"> <li>When invoiced by design firm and paid by the City</li> <li>Submit retainage request after final close out monitoring clearance</li> </ul>
Project Component 2:  Construction and related activities to include but not limited to sidewalks, mobilization, swale reclamation, irrigation and any contingencies.	<ul style="list-style-type: none"> <li>Submission of supporting documents must be provided as backup as evidenced by, banking documents, completed AIA G702-1992 form or equivalent document per contractor's Schedule of Values and any additional documents as needed.</li> <li>10% retainage will be withheld with each request for payment and will be released upon completion of activities and final close out monitoring</li> <li>Exhibit B</li> </ul>	<ul style="list-style-type: none"> <li>Submission of monthly invoices</li> <li>Submit retainage request after final close out monitoring clearance</li> </ul>

Final 10% retainage held, will be released upon completion of project to meet a CDBG National Objective. Failure on behalf of the subrecipient in achieving the National Objective under this agreement will require repayment of the CDBG investment under this agreement and aforementioned rehabilitation/construction agreement.

**1.3 PERIOD OF PERFORMANCE**

Services of the Subrecipient shall start effective the date of the execution of this agreement and shall end on or before September 30, 2017.

**1.4 AGREEMENT AMOUNT**



The COUNTY agrees to make available One Hundred Sixty Six Thousand Nine Hundred Thirty Dollars (\$166,930.00) For the use by the SUBRECIPIENT during the term of the agreement (hereinafter, shall be referred to as the "Funds").

Modification to the "Budget and Scope" may only be made if approved in advance. Budgeted fund shifts among line items shall not be more than 10% of the total funding amount and does not signify a change in scope. Fund shifts that exceed 10% of the agreement amount shall only be made with Board approval.

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. 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 after the end of the agreement may not be processed without written authorization from the Grant Coordinator.

The County Manager or designee may extend the term of this agreement for a period of up to 180 days after the end of the agreement. Extensions must be authorized in writing by formal letter to the Subrecipient and reported to the Board on a quarterly basis.

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."

## **1.5 COST PRINCIPLES**

Payments to the Subrecipient are governed by the Federal grants management rules for cost allowability found at 2 CFR 200 Subpart E-Cost Principles. For the purposes of this section (Section 1.5-Cost Principles) of this agreement, Subrecipient is defined as a described in 2 CFR 200.93. Accordingly, payments will be made on a cost reimbursement basis. Each request for reimbursement shall identify the associated project and approved project task(s) listed under this Scope of Work. The Subrecipient may only incur direct costs that may be attributed specifically to the projects referenced above as defined in 2 CFR 200.413. The Subrecipient must provide

adequate documentation for validating costs incurred. Payments to Subrecipient's contractors and vendors are conditioned upon compliance with the procurement requirements provided for in 2 CFR 200.318-200.326. Allowable costs incurred by the Subrecipients and Contractors shall be in compliance with 2 CFR Subpart E-Cost Principles. A Developer is not subject to 2 CFR Subpart E, however the County is Subject to 2 CFR Subpart E and may impose requirements upon the Developer in order for the County to remain compliant with its obligation to follow 2 CFR Subpart E. The Developer will use adequate internal controls, and maintain necessary source documentation for all costs incurred and adhere to any other accounting requirements included in this agreement.

## **1.6 NOTICES**

Notices required by this agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, 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: Lisa Oien, Grant Coordinator  
3339 E Tamiami Trail, Suite 211  
Naples, Florida 34112  
Email: lisaoien@colliergov.net  
Telephone: (239) 252-6141

City of Naples      ATTENTION: Greg Givens, Grant Coordinator  
735 8<sup>th</sup> Street South  
Naples, Florida 34102  
Email: ggivens@naplesgov.com  
Telephone: (239) 237-7101

**PART II  
GRANT CONTROL  
REQUIREMENTS**

**2.1 AUDITS**

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.

Any deficiencies noted in audit reports must be fully cleared by the Grantee, Developer, or Subrecipient within 30 days after receipt by the organization. Failure of the organization to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits.

The determination of amounts of Federal awards expended shall be in accordance with guidelines established by 2 CFR Part 200, Subpart F-Audit Requirements.

**2.2 RECORDS AND DOCUMENTATION**

The Subrecipient shall maintain sufficient records in accordance with 24 CFR 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:

- A. All records required by CDBG regulations.
- B. SUBRECIPIENT shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the service.
- C. 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 CHS. Materials identified in the previous sentence shall be in accordance with generally accepted accounting principles (GAAP), 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.

- D. Upon completion of all work contemplated under this agreement copies of all documents and records relating to this agreement shall be surrendered to CHS 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 five (5) years after the date of submission of the annual performance and evaluation report, as prescribed in 2 CFR 200.333 with the following exception: if any litigation, claim or audit is started before the expiration date of the five (5) 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 2 CFR 200.336. 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 public agency.
- E. 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.
- F. 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 CHS shall be the final arbiter on the SUBRECIPIENT's compliance.
- G. 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 570.208, income certification, and written agreements with beneficiaries, where applicable.
- H. SUBRECIPIENT shall provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law. SUBRECIPIENT shall ensure that public records that are exempt or confidential and

exempt from public records disclosure requirements are not disclosed except as authorized by 2 CFR 200.336 and 2 CFR 200.337.

## **2.3 MONITORING**

During the term, SUBRECIPIENT shall submit an annual audit monitoring report (Exhibit E) to the COUNTY no later than nine (9) months after the Single Audit (or one hundred eighty (180) days for Subrecipients exempt from Single Audit), after the Subrecipients' fiscal year end. The COUNTY will conduct an annual financial and programmatic review.

The SUBRECIPIENT agrees that CHS may 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 CHS, submit information and status reports required by CHS or HUD to enable CHS to evaluate said progress and to allow for completion of reports required. The SUBRECIPIENT shall allow CHS or HUD to monitor the SUBRECIPIENT on site. Such site visits may be scheduled or unscheduled as determined by CHS or HUD.

The COUNTY will monitor the performance of the SUBRECIPIENT in attempts to mitigate fraud, waste, abuse, or non-performance based on goals and performance standards as stated with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this agreement further defined by 2 CFR 200.331. Substandard performance as determined by the COUNTY will constitute noncompliance with this agreement. If corrective action is not taken by the SUBRECIPIENT within a reasonable period of time after being notified by the COUNTY, contract suspension or termination procedures will be initiated. SUBRECIPIENT agrees to provide HUD, the HUD Office of Inspector General, the General Accounting Office, the COUNTY, or the COUNTY's internal auditor(s) access to all records related to performance of activities in this agreement.

## **2.4 PREVENTION OF FRAUD AND ABUSE**

SUBRECIPIENT shall establish, maintain and utilize internal systems and procedures sufficient to prevent, detect and correct incidents of waste, fraud and abuse in the performance of this Agreement and to provide for the proper and effective management of all Program and fiscal activities by the Agreement. SUBRECIPIENT's internal control systems and all transactions and other significant events are to be clearly documented and the documentation shall be readily available for monitoring by COUNTY.

SUBRECIPIENT shall give COUNTY complete access to all of its records, employees and agents for the purpose of monitoring or investigating the performance of the Agreement. SUBRECIPIENT shall fully cooperate with COUNTY's efforts to detect, investigate and prevent waste, fraud and abuse.

SUBRECIPIENT may not discriminate against any employee or other person who reports a violation of the terms of this Agreement or of any law or regulation to COUNTY or to any appropriate law enforcement authority, if the report is made in good faith.

## **2.5 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 Division within 15 days following issuance of the report.
  - Any pay requests that have been submitted to the Division 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 Division, the Division may require a portion of the awarded grant amount be returned to the Division.
  - The County may require upwards of five percent (5%) of the award amount be returned to the Division, 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 Division of their substantial non-compliance by certified mail; the Division 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 Division.

- The Division may require upwards of ten percent (10%) of the award amount be returned to the Division, at the discretion of the Board of County Commissioners.
  - 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 Division may recommend the contract or award be terminated.
- The Division 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 or other activities.
  - The entity will be considered in violation of Resolution No. 2013-228

If in the case the Entity has multiple agreements with the Division and is found to be non-compliant, the above sanctions may be imposed across all awards at the BCC's discretion.

## 2.6 REPORTS

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 10th 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 "C". Exhibit "C" contains an example reporting form to be used in fulfillment of this requirement. Other reporting requirements may be required by the County Manager or 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.



**PART III**  
**TERMS AND CONDITIONS**

**3.1 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.

**3.2 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 and (3) SUBRECIPIENT is required to follow federal procurement and (4) for DEVELOPERS revenue generated is not considered program income. The CDBG program was funded through the Housing and Community Development Act of 1974. 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.

**3.3 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.

**3.4 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.

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.

### **3.5 AVAILABILITY OF FUNDS**

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.

### **3.6 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 there-on. 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. This Section shall survive the expiration of termination of this agreement.

### **3.7 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 IN PART BY U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) AND COLLIER COUNTY COMMUNITY AND HUMAN SERVICES DIVISION”**

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.

### **3.8 DEFAULTS, REMEDIES, AND TERMINATION**

In accordance with 2 CFR 200.339, 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 terminations, the portion to be terminated. However, if in the case of a partial termination, the Grantee determined 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.

The following actions or inactions by SUBRECIPIENT shall constitute a Default under this agreement:

- A. 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;
- B. Failure, for any reason, of the SUBRECIPIENT to fulfill in a timely and proper manner its obligations under this agreement;
- C. Ineffective or improper use of funds provided under this agreement; or
- D. Submission by the SUBRECIPIENT to the Grantee reports that are incorrect or incomplete in any material respect.
- E. Submission by the SUBRECIPIENT of any false certification;
- F. Failure to materially comply with any terms of this agreement; and
- G. Failure to materially comply with the terms of any other agreement between the County and the SUBRECIPIENT relating to the project.

In the event of any default by SUBRECIPIENT under this agreement, the County may seek any combination of one or more of the following remedies:

- A. Require specific performance of the agreement, in whole or in part;
- B. Require the use of or change in professional property management;
- C. Require immediate repayment by SUBRECIPIENT to the County of all CDBG funds SUBRECIPIENT has received under this agreement;
- D. Apply sanctions if determined by the County to be applicable;
- E. Stop all payments until identified deficiencies are corrected;
- F. Terminate this agreement by giving written notice to SUBRECIPIENT of such termination and specifying the effective date of such termination. If the agreement is terminated by the County as provided herein, SUBRECIPIENT shall have no claim of payment or claim of benefit for any incomplete project activities undertaken under this agreement.

### **3.9 REVERSION OF ASSETS**

In the event of a termination of this 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 property on hand at the time of termination (or expiration) and any accounts receivable attributable to the use of CDBG funds, per 24 CFR 570.503(b)(7).

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 or property, as the COUNTY may deem necessary. Regulations regarding real property are subject to 2 CFR 200.311 and as otherwise provided at 24 CFR 570.503(b)(7).

### **3.10 INSURANCE**

SUBRECIPIENT shall not commence any work and/or services pursuant to this agreement until all insurance required as outlined in Exhibit "A" and 2 CFR 200.310 has been obtained, and carried, at all times during its performance.

### **3.11 ADMINISTRATIVE REQUIREMENTS**

The SUBRECIPIENT agrees to perform the Scope of Work in compliance with the Grant Budget and the Scope of Work (Part I), the Uniform Administrative Requirements, Cost Principles and



Audit Requirements for Federal Awards (2 CFR 200 et seq), and the federal regulations for the Community Development Block Grants (24 CFR 570 et seq.).

### **3.12 PURCHASING**

SUBRECIPIENT is required to follow Federal Procurement standards at (2 CFR 200.318 through .326) and Collier County's purchasing thresholds.

Range:	Competition Required
\$0-\$3,000	1 Written Quote
\$3,000 - \$10,000	3 Written Quotes
\$10,000 - \$50,000	3 Written Quotes
\$50,000+	Bids, Proposals, Contracts (ITB, RFP, etc)

All improvements specified in Part 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 contracts for improvements with the lowest, responsible 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.

### **3.13 PROGRAM GENERATED INCOME**

No Program Income is anticipated. In the event there is Program Income derived from the use of CDBG funds disbursed under this agreement, such Program Income shall be retained by the SUBRECIPIENT for use in the Community Development Grant Program. 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 through an annual program income re-use plan, utilized by the SUBRECIPIENT accordingly, and shall be in compliance with 2 CFR 200.307 and 24 CFR 570.503(c) in the operation of the Program. In the event there is a program income balance at the end of the Program Year, such balance shall revert to the COUNTY's Community Block Grant Program, for further reallocation.

### **3.14 GRANT CLOSEOUT PROCEDURES**

SUBRECIPIENT's obligation to the COUNTY shall not end until all closeout requirements are completed. The Subrecipient may close out the project with the County after the year affordability period has been met, if applicable. 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, program income balances, and receivable accounts to the COUNTY), and determining the custodianship of records. In addition to the records retention outlined in Part 2.2, the SUBRECIPIENT shall comply with Section 119.021, Florida Statutes

regarding records maintenance, preservation and retention. A conflict between state and federal law records retention requirements will result in the more stringent law being applied such that the record must be held for the longer duration. 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. SUBRECIPIENT shall also produce records and information that complies with Section 215.97, Florida Single Audit Act. Closeout procedures must take place in accordance with 2 CFR 200.343.

### **3.15 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.

### **3.16 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.

### **3.17 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 or presumed to be low to moderate income persons based on applicable regulation, if the agreement is meeting a national objective through a LMI strategy. 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. The project shall assist beneficiaries as defined above for the time period designated in Exhibit "C" of this agreement.

### **3.18 AFFIRMATIVE ACTION**

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. The Affirmative Action will need to be updated throughout the five year period and must be submitted to County within 30 days of update/modification.

### **3.19 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 2 CFR 200.318, 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 CHS 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.

The SUBRECIPIENT will notify the COUNTY in writing and seek COUNTY approval prior to entering into any contract with an entity owned in whole or in part by a covered person or an entity owned or controlled in whole or in part by the SUBRECIPIENT. The COUNTY may review the proposed contract to ensure that the contractor is qualified and that the costs are reasonable. Approval of an identity of interest contract will be in the COUNTY's sole discretion. This provision is not intended to limit SUBRECIPIENT's ability to self-manage the projects using its own employees. Any possible conflict of interest on the part of the SUBRECIPIENT or its employees shall be disclosed in writing to CHS 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.

### **3.20 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.
- C. 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.

### **3.21 INCIDENT REPORTING**

If services to clients are to be provided under this agreement, the subrecipient and any subcontractors shall report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the County.

### **3.22 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.

## PART IV GENERAL PROVISIONS

- 4.1 24 CFR 570 as amended- All the regulations regarding the CDBG program  
<http://www.law.cornell.edu/cfr/text/24/part-570>
- 4.2 24 CFR 58 - The regulations prescribing the Environmental Review procedure. Link:  
[http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title24/24cfr58\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title24/24cfr58_main_02.tpl)
- 4.3 Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended  
[http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/fair\\_housing\\_equal\\_opp/FH\\_Laws/109](http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/FH_Laws/109)
- 4.4 The Fair Housing Act (42 U.S.C. 3601-20) Reasonable Accommodations Under the Fair Housing Act. <http://www.hud.gov/offices/fheo/library/huddojstatement.pdf>  
E.O. 11063 - Equal Opportunity in Housing  
[http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/fair\\_housing\\_equal\\_opp/FH\\_Laws/EXO11063](http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/FH_Laws/EXO11063)  
E.O. 11259 - Leadership & Coordination of Fair Housing in Federal Programs  
<http://www.archives.gov/federal-register/codification/executive-order/12259.html>  
24 CFR Part 107 - Non Discrimination and Equal Opportunity in Housing under E.O.  
<http://www.law.cornell.edu/cfr/text/24/part-107>
- 4.5 Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended  
[http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/fair\\_housing\\_equal\\_opp/prog\\_desc/title8](http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/prog_desc/title8)
- 4.6 24 CFR 570.601 Subpart K - The regulations issued pursuant to Executive Order 11063 which prohibits discrimination and promotes equal opportunity in housing.  
<http://www.gpo.gov/fdsys/pkg/CFR-2007-title24-vol3/pdf/CFR-2007-title24-vol3-sec570-602.pdf>
- 4.7 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. EO 11246: <http://www.eeoc.gov/eeoc/history/35th/thelaw/eo-11246.html>  
EO 11375 and 12086: see item #8 below
- 4.8 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. <http://www.eeoc.gov/laws/statutes/titlevii.cfm>

- 4.9 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. [http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title24/24cfr135\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title24/24cfr135_main_02.tpl)

- 4.10** Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.  
Age Discrimination Act of 1975 - [http://www.dol.gov/oasam/regs/statutes/age\\_act.htm](http://www.dol.gov/oasam/regs/statutes/age_act.htm)  
11063: [http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/fair\\_housing\\_equal\\_op/FHLLaws/EXO11063](http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_op/FHLLaws/EXO11063)  
11246: <http://www.eeoc.gov/eeoc/history/35th/thelaw/eo-11246.html>  
11375: Amended by EO 11478  
11478: <http://www.archives.gov/federal-register/codification/executive-order/11478.html>  
12107: <http://www.archives.gov/federal-register/codification/executive-order/12107.html>  
12086: <http://www.archives.gov/federal-register/codification/executive-order/12086.html>
- 4.11** Contract Work Hours and Safety Standards Act, 40 USC 327-332.  
<http://usaceengineeringpamphlets2.tpub.com/EP-1180-1-1/EP-1180-1-10012.htm>
- 4.12** Section 504 of the Rehabilitation Act of 1973, 29 USC 776(b) (5), 24 CFR 570.614 Subpart K.  
Section 504: <http://www.epa.gov/civilrights/sec504.htm>  
29 USC 776: <http://law.onecle.com/uscode/29/776.html>  
24 CFR 570.614: <http://www.law.cornell.edu/cfr/text/24/570.614>
- 4.13** The Americans with Disabilities Act of 1990 <http://www.fhwa.dot.gov/realestate/ua/index.htm>
- 4.14** Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.  
<http://www.fhwa.dot.gov/realestate/ua/index.htm>
- 4.15** 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).  
  
29 CFR Part 3 - Contractors and Subcontractors on public building or Public Work Financed in whole or in part by Loans or Grants from the United States-  
<http://www.law.cornell.edu/cfr/text/29/part-3>  
29 CFR Part 5 - Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provision Applicable Subject to the Contract Work Hours and Safety Standards Act) <http://www.law.cornell.edu/cfr/text/29/part-5>  
5  
Executive Order 11914 - Prohibits discrimination with respect to the handicapped in federally assisted projects. <http://www.presidency.ucsb.edu/ws/index.php?pid=23675>

- 4.16** 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.  
E.O. 11625 Prescribing additional arrangements for developing and coordinating a national program for minority business enterprise <http://www.mbda.gov/node/333>  
HUD Circular Letter 79-45
- 4.17** 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.  
24 CFR 570.607: <http://www.gpo.gov/fdsys/pkg/CFR-2010-title24-vol3/pdf/CFR-2010-title24-vol3-sec570-608.pdf>  
E.O. 13279: <http://fedgovcontracts.com/pe02-192.htm>
- 4.18** Public Law 100-430 - the Fair Housing Amendments Act of 1988.  
<http://www.ncbi.nlm.nih.gov/pubmed/12289709>
- 4.19** 2 CFR 200 et seq - Uniform Administrative Requirements, Cost Principles, and Audit requirements for Grants and Agreements.
- 4.20** Immigration Reform and Control Act of 1986  
<http://www.eeoc.gov/eeoc/history/35th/thelaw/irca.html>
- 4.21** 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. Florida Statutes-  
[http://www.lawserver.com/law/state/florida/statutes/florida\\_statutes\\_chapter\\_112\\_part\\_iii\\_Collier\\_County-](http://www.lawserver.com/law/state/florida/statutes/florida_statutes_chapter_112_part_iii_Collier_County-)  
<http://bccsp01/SiteDirectory/ASD/HR/labor/CMA/Shared%20Documents/CMA%205311.1%20Standards%20of%20Conduct.pdf>
- 4.22** 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.



- 4.23 Venue-Any suit of action brought by either party to this agreement against the other party relating to or arising out of this agreement must be brought in the appropriate federal or state courts in Collier County, FL which courts have sole jurisdiction on all such matters. (No reference required for this item).
- 4.24 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, Middle District 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.  
<http://www.flsenate.gov/Laws/Statutes/2010/44.102>
- 4.25 The SUBRECIPIENT agrees to comply with the following requirements:
- a. Clean Air Act, 41 USC 7401, et seq. <http://www.law.cornell.edu/uscode/text/42/7401>
  - b. Federal Water Pollution Control Act, 33 USC 1251, et seq., as amended.  
<http://www.law.cornell.edu/uscode/text/33/chapter-26>
- 4.26 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. <http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&SID=eba40bdb52822d80827a48bcd5b0b56&rgn=div8&view=text&node=24:3.1.1.3.4.11.1.6&idno=24>
- 4.27 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. <http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&SID=eba40bdb52822d80827a48bcd5b0b56&rgn=div8&view=text&node=24:3.1.1.3.4.11.1.9&idno=24>

- 4.28 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.  
<http://www.nps.gov/history/local-law/nhpa1966.htm> [http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title36/36cfr800\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title36/36cfr800_main_02.tpl)  
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. <http://www.nps.gov/history/local-law/nhpa1966.htm>
- 4.29 The SUBRECIPIENT must certify that it will provide drug-free workplaces in accordance with the Drug-Free Workplace Act of 1988 (41 USC 701).  
<http://us-code.vlex.com/vid/drug-free-workplace-requirements-contractors-19242870>
- 4.30 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.  
<http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&SID=eba40bdb52822d80827a48bcd5b0b56&rgn=div8&view=text&node=24:3.1.1.3.4.11.1.10&idno=24>
- 4.31 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. These requirements are enumerated in 2 CFR et seq.
- 4.32 Single Audits shall be conducted annually in accordance with 2 CFR 200.501 and shall be submitted to the County nine (9) months after the end of the SUBRECIPIENT's fiscal year. The SUBRECIPIENT shall comply with the requirements and standards of 2 CFR 200 Subpart F, Section 500. Subrecipients exempt from Single Audit requirements shall submit financial statements to the COUNTY one hundred eighty (180) days after the end of the Subrecipients fiscal year. Per 2 CFR 200.344, 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.

#### Clarification of Eligible Audit Costs

The Amendment to 92.206(d)(3) clarifies that eligible costs of a project audit include the cost certification of costs performed by a certified public accountant. This has always been an eligible cost; the amendment clarifies and codifies this. <http://www.law.cornell.edu/cfr/text/24/92.206>

- 4.33 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. <http://www.fhwa.dot.gov/realestate/ua/index.htm>  
<http://www.law.cornell.edu/cfr/text/49/24.101>  
<http://cfr.vlex.com/vid/570-505-use-real-property-19928754>
- 4.34 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.  
[http://www.lawserver.com/law/state/florida/statutes/florida\\_statutes\\_287-133](http://www.lawserver.com/law/state/florida/statutes/florida_statutes_287-133)
- 4.35 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.
- 4.36 Travel reimbursement will be based on the U.S. General Services Administration (GSA) per diem rates in effect at the time of travel.
- 4.37 Any rule or regulation determined to be applicable by HUD.
- 4.38 Florida Statutes 713.20, Part 1, Construction Liens

[http://www.leg.state.fl.us/Statutes/index.cfm?App\\_mode=Display\\_Statute&URL=0700-0799/0713/0713.html](http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&URL=0700-0799/0713/0713.html)

**4.39** Florida Statutes 119.021 Records Retention

[http://www.lawserver.com/law/state/florida/statutes/florida\\_statutes\\_119-021](http://www.lawserver.com/law/state/florida/statutes/florida_statutes_119-021)

**4.40** Florida Statutes, 119.071, Contracts and Public Records

[http://www.leg.state.fl.us/Statutes/index.cfm?App\\_mode=Display\\_Statute&URL=0100-0199/0119/Sections/0119.07.html](http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&URL=0100-0199/0119/Sections/0119.07.html)

(Signature Page to Follow)

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

*[Signature]*  
Attest as to Chairman's  
signature only

BOARD OF COUNTY COMMISSIONERS OF  
COLLIER COUNTY, FLORIDA

By: *[Signature]*  
DONNA FIALA, CHAIRMAN

Date: 10/11/16

Dated: 10/17/16  
(SEAL)

CITY OF NAPLES, A MUNICIPALITY

By: *[Signature]*  
Honorable Bill Barnett, Mayor  
City of Naples

ATTEST: RAMBOSK  
PATRICIA L. RAMBOSK, CLERK

*[Signature]*

ON THE  
GULF  
Dated: 9-7-16  
(SEAL)

Date: 9-7-16

Approved as to form and legality:

*[Signature]*  
Jennifer A. Belpedio  
Assistant County Attorney

Date: 10/10/16

*[Handwritten]*  
8/29/16

Approved as to form and legality

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



**PART V  
EXHIBITS**

**EXHIBIT A**

**INSURANCE REQUIREMENTS**

The SUBRECIPIENT shall furnish to Collier County, c/o Community and Human Services Division, 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:

7. Workers' Compensation as required by Chapter 440, Florida Statutes.
8. 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.
9. 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.
10. 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.
11. 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 COMMUNITY & HUMAN SERVICES**  
**REQUEST FOR PAYMENT**

**SECTION I: REQUEST FOR PAYMENT**

Subrecipient Name:  
Subrecipient Address:  
Project Name:  
Project No: \_\_\_\_\_ Payment Request #  
Total Payment Minus Retainage  
Period of Availability: \_\_\_\_\_ through \_\_\_\_\_  
Period for which the Agency has incurred the indebtedness \_\_\_\_\_ through \_\_\_\_\_

**SECTION II: STATUS OF FUNDS**

Grant Amount Awarded	\$ _____
Sum of Past Claims Paid on this Account	\$ _____
Total Grant Amount Awarded Less Sum of Past	
Claims paid on this Account	\$ _____
Amount of Previous Unpaid Requests	\$ _____
Amount of Today's Request	\$ _____
10% Retainage Amount Withheld	\$ _____
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 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)

\_\_\_\_\_  
Division Director  
(Approval Required \$15,000 and above)

**EXHIBIT C**  
**QUARTERLY PERFORMANCE REPORT DATA**

GENERAL

Grantee is required to submit to HUD, through the Integrated Disbursement and Information System ("IDIS") Performance Reports. The County reports information on a quarterly basis. To facilitate in the preparation of such reports, Subrecipient shall submit the information contained herein within ten (10) days of the end of each calendar quarter.

**QUARTERLY PROGRESS REPORT**

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

Agency Name: City of Naples

Date:

Project Title: City of Naples Sidewalk Improvements

Program Contact: Greg Givens, Bids and Grant Coordinator

Alternate  
Contact: Cecelia Varga

Telephone Number: (239) 239-237-7101

Activity Reporting Period	Report Due Date
October 1 <sup>st</sup> -December 31 <sup>st</sup>	January 10 <sup>th</sup>
January 31 <sup>st</sup> -- March 31 <sup>st</sup>	April 10 <sup>th</sup>
April 1 <sup>st</sup> -- June 30 <sup>th</sup>	July 10 <sup>th</sup>
July 1 <sup>st</sup> -- September 30 <sup>th</sup>	October 10 <sup>th</sup>

Please take note: Each quarterly report needs to include cumulative data beginning from the start of the agreement date.

1. **Please list the outcome goal(s) from your approved application & sub-recipient agreement and indicate your progress in meeting those goals since the beginning of the agreement.**

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

**Outcome 1:** Surveying and Project Design for the sidewalk project

**Outcome 2:** Construction and related activities to include but not limited to sidewalks, mobilization, swale reclamation, irrigation and any contingencies.

**Outcome 3:** Project complete and National Objective achieved and documented: LMA

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

2.

Is this project still in compliance with the original project schedule? If more than 2 months behind schedule, must submit a new timeline for approval.

☐

Yes

☐

No

If no, explain:

3.

Since October 1, 2016, of the persons assisted, how many....

a.

...now have new access (continuing) to this service or benefit?

b.

...now has improved access to this service or benefit?

b.

...now has improved access to this service or benefit? 0

c.

...now receive a service or benefit that is no longer substandard? 0

TOTAL: 0

4.

What funding sources are applied for this period / program year?

Other Consolidated Plan Funds

CDBG

Other Federal Funds

ESG

State / Local Funds

HOME

Total Other Funds

\$ 0.00

Total  
Entitlement  
Funds

\$ 0.00

5. **What is the total number of UNDUPLICATED clients served this quarter, if applicable?**

a.	Total No. of adult females served:	0	Total No. of females served under 18:	0
b.	Total No. of adult males served:	0	Total No. of males served under 18:	0
c.	TOTAL:	0	TOTAL:	0
	Total No. of families served:		Total No. of female head of household:	0

6. **What is the total number of UNDUPLICATED clients served since October, if applicable?**

a.	Total No. of adult females served:	0	Total No. of females served under 18:	0
b.	Total No. of adult males served:	0	Total No. of males served under 18:	0
	TOTAL:	0	TOTAL:	0
c.	Total No. of families served:	0	Total No. of female head of household:	0

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

<p>7. <b>PRESUMED BENEFICIARY DATA:</b></p> <p>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)</p> <p>REPORT AS:</p> <table border="0"> <tr><td>0</td><td>Abused Children Homeless</td></tr> <tr><td>0</td><td>Person Battered</td></tr> <tr><td>0</td><td>Battered Spouses</td></tr> <tr><td>0</td><td>Persons w/HIV/AIDS</td></tr> <tr><td>0</td><td>Elderly Persons</td></tr> <tr><td>0</td><td>Veterans</td></tr> <tr><td>0</td><td>Chronically/Mentally Ill</td></tr> <tr><td>0</td><td>Physically Disabled Adults</td></tr> <tr><td>0</td><td>Other-Youth</td></tr> </table> <p>TOTAL: 0</p>	0	Abused Children Homeless	0	Person Battered	0	Battered Spouses	0	Persons w/HIV/AIDS	0	Elderly Persons	0	Veterans	0	Chronically/Mentally Ill	0	Physically Disabled Adults	0	Other-Youth	<p>8. <b>OTHER BENEFICIARY DATA: INCOME RANGE</b></p> <p>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)</p> <p>REPORT AS:</p> <table border="0"> <tr><td>0</td><td>Extremely low Income (0-30%)</td></tr> <tr><td>0</td><td>Low Income (31-50%)</td></tr> <tr><td>0</td><td>Moderate Income (51-80%)</td></tr> <tr><td>0</td><td>Above Moderate Income (&gt;80%)</td></tr> </table> <p>TOTAL: 0</p>	0	Extremely low Income (0-30%)	0	Low Income (31-50%)	0	Moderate Income (51-80%)	0	Above Moderate Income (>80%)
0	Abused Children Homeless																										
0	Person Battered																										
0	Battered Spouses																										
0	Persons w/HIV/AIDS																										
0	Elderly Persons																										
0	Veterans																										
0	Chronically/Mentally Ill																										
0	Physically Disabled Adults																										
0	Other-Youth																										
0	Extremely low Income (0-30%)																										
0	Low Income (31-50%)																										
0	Moderate Income (51-80%)																										
0	Above Moderate Income (>80%)																										



**EXHIBIT D**  
**INCOME CERTIFICATION**

**INSTRUCTIONS**

Complete form, and retain appropriate supporting documentation, to document providing CDBG assistance to an eligible beneficiary. Please file in your organization's records and have on hand for future monitoring visits.

Effective Date: \_\_\_\_\_

**A. Household Information**

Member	Names – All Household Members	Relationship	Age
1			
2			
3			
4			
5			
6			
7			
8			

**B. Assets: All Household Members, Including Minors**

Member	Asset Description	Cash Value	Income from Assets
1			
2			
3			
4			
5			
6			
7			
8		0.00	
Total Cash Value of Assets B(a)		0.00	
Total Income from Assets B(b)			0.00
If line B(a) is greater than \$5,000, multiply that amount by the rate specified by HUD (applicable rate 2.0%) and enter results in B(c), otherwise leave blank. B(c)			



**C. Anticipated Annual Income: Includes Unearned Income and Support Paid on Behalf of Minors**

Member	Wages / Salaries (include tips, commissions, bonuses, and overtime)	Benefits / Pensions	Public Assistance	Other Income	Asset Income  (Enter the greater of box B(b) or box B(c), above, in box C(e) below)
1					
2					
3					
4					
5					
6					
7					
8					
Totals	(a)	(b)	(c)	(d)	(e)
	0.00	0.00	0.00	0.00	
Enter total of items C(a) through C(e). This amount is the <b>Annual Anticipated Household Income</b> .					0.00

**D. Recipient Statement:** The information on this form is to be used to determine maximum income for eligibility. I/we have provided, for each person set forth in Item A, acceptable verification of current and anticipated annual income. I/we certify that the statements are true and complete to the best of my/our knowledge and belief and are given under penalty of perjury.

**WARNING:** Florida Statutes 817 provides that willful false statements or misrepresentations concerning income and assets or liabilities relating to financial condition is a misdemeanor of the first degree and is punishable by fines and imprisonment provided under S. 775.082 and 775.083.

\_\_\_\_\_  
Signature of Head of Household Date

\_\_\_\_\_  
Signature of Spouse or Co-Head of Household Date

\_\_\_\_\_  
Adult Household Member (if applicable) Date

\_\_\_\_\_  
Adult Household Member (if applicable) Date



**E. CDBG Grantee Statement:** Based on the representations herein, the family or individual(s) named in Item A of this Income Certification is/are eligible under the provisions of the CDBG Program. The family or individual(s) constitute(s) a:

- ☐ Very-Low Income (VLI) Household means and individual or family whose annual income does not exceed 30 percent of the area median income as determined by the U.S. Department of Housing and Urban Development with adjustments for household size.  
(Maximum Income Limit \$\_\_\_\_\_).
- ☐ Low Income (LI) Household means and individual or family whose annual income does not exceed 50 percent of the area median income as determined by the U.S. Department of Housing and Urban Development with adjustments for household size.  
(Maximum Income Limit \$\_\_\_\_\_).
- ☐ Moderate Income (MOD) Household means and individual or family whose annual income does not exceed 30 percent of the area median income as determined by the U.S. Department of Housing and Urban Development with adjustments for household size.  
(Maximum Income Limit \$\_\_\_\_\_).

Based upon the \_\_\_\_\_ (year) income limits for the Naples-Marco Island Metropolitan Statistical Area (MSA) of Collier County, Florida.

**Signature of the CDBG Administrator or His/Her Designated Representative:**

Signature

Date

Printed Name

Title

**F. Household Data**

Number of Persons										
By Race / Ethnicity							By Age			
	American Indian	Asian	Black	Native Hawaiian or Other Pac. Islander	White	Other	0 – 25	26 – 40	41 – 61	62+
Hispanic										
Non-Hispanic										

**NOTE:** Information concerning the race or ethnicity of the occupants is being gathered for statistical use only. No beneficiary is required to give such information he or she desires to do so, and refusal to give such information will not affect any right he or she has to the CDBG program.

**EXHIBIT E**  
**ANNUAL AUDIT MONITORING REPORT**

Circular 2 CFR 200.500 requires Collier County to monitor subrecipients of federal awards to determine if subrecipients are compliant with established audit requirements. Accordingly, Collier County requires that all appropriate documentation is provided regarding your organizations compliance.

In determining Federal awards expended in a fiscal year, the entity must consider all sources of Federal awards based on when the activity related to the federal award occurs, including any Federal award provided by Collier County. The determination of amounts of Federal awards expended shall be in accordance with guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. This form may be used to monitor Florida Single Audit Act (Statute 215.97) requirements.

<b>Subrecipient Name</b>	<b>City of Naples</b>		
<b>First Date of Fiscal Year (MM/DD/YY)</b>		<b>Last Date of Fiscal Year (MM/DD/YY)</b>	
<b>Total Federal Financial Assistance Expended during most recently completed Fiscal Year</b>		<b>Total State Financial Assistance Expended during most recently completed Fiscal Year</b>	
\$		\$	

**Check A. or B. Check C if applicable**

<input type="checkbox"/>	A. The Federal/State expenditure threshold for our fiscal year ending as indicated above has been met and a Circular A-133 or 2 CFR Part 200, Subpart F Single Audit has been completed or will be completed by _____. Copies of the audit report and management letter are attached or will be provided within 30 days of completion.
<input type="checkbox"/>	B. We are not subject to the requirements of OMB Circular A-133 or 2 CFR Part 200, Subpart F because we: <input type="checkbox"/> Did not exceed the 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 _____ An audited financial statement is attached and if applicable, the independent auditor's management letter.
<input type="checkbox"/>	C. Findings were noted, a current Status Update of the responses and corrective action plan is included separate from the written response provided within the audit reports. While we understand that the audit report contains a written response to the finding(s), we are requesting an updated status of the corrective action(s) being taken. Please do not provide just a copy of the written response from your audit report, unless it includes details of the actions, procedures, policies, etc. implemented and when it was or will be implemented.

**Certification Statement**

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

06/15

City of Naples  
CD 16-001 IDIS#536  
City of Naples Sidewalk Improvements