

**AGREEMENT BETWEEN COLLIER COUNTY
AND**

Enter SUBRECIPIENT NAME

Enter PROJECT TITLE

Catalog of Federal Domestic Assistance # 14.218

HUD Grant # B-11-UC-12-0016

THIS AGREEMENT is made and entered into by and between Collier County, a political subdivision of the State of Florida, ("COUNTY"), and the "**Enter Subrecipient Name,**" **choose either: a private not-for-profit corporation OR municipality .**" a private not-for-profit corporation existing under the laws of the State of Florida, having its principal office at **Enter Subrecipient address and city, FL ZIP CODE,** and its Federal Tax Identification number as XX-XXXXXXX and DUNS #, XXXXXXXXXXX ("SUBRECIPIENT").

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

WHEREAS, the Board of County Commissioners of Collier County approved the Collier County Consolidated Plan - One-Year Action Plan for Federal Fiscal Year 2011-2012 for the CDBG Program for **April 27, 2010-Agenda Item 16D15;** and

WHEREAS, Resolution 08-121 was developed following the Collier County Consolidated Plan – Citizen Participation Plan, adopted on January 9, 2001 with Resolution 01-02; and

WHEREAS, HUD has approved the County’s Consolidated Plan One-Year Action Plan for Federal Fiscal Year 2010-2011 for the CDBG Program and the use of the CDBG funds for the activities identified in the Plan; and

WHEREAS, the COUNTY and the SUBRECIPIENT desire to provide the activities specified in Exhibit “A” of this Agreement, in accord with the approved Consolidated Plan; and

WHEREAS, the COUNTY desires to engage the SUBRECIPIENT to implement such undertakings of the CDBG Program as a valid and worthwhile County purpose.

Insert Project Info below
2011 CDBG (CD11-07)
Project

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

I. DEFINITIONS

- (A) "COUNTY" means Collier County, and where applicable, it's authorized representative(s).
- (B) "CDBG" means the Community Development Block Grant Program.
- (C) "HHVS" means Collier County Department of Housing, Human and Veteran Services.
- (D) "HHVS's Approval" means the written approval of the Department of Housing, Human and Veteran Services or designee.
- (E) "SUBRECIPIENT" means Enter Name of Subrecipient Here
- (F) "HUD" means the U.S. Department of Housing and Urban Development or a person authorized to act on its behalf.
- (G) "Low and moderate income persons" means the definition set by HUD.
- (H) "Project" means the work to be performed as set forth in Exhibit "A."

II. SCOPE OF SERVICES

The SUBRECIPIENT shall, in a satisfactory and proper manner, as determined by HHVS, perform the tasks necessary to conduct the program outlined in Exhibit "A."

III. TIME OF PERFORMANCE

The effective date of the Agreement between **SUBRECIPIENT** and Collier County shall be **Month, Date, Year** . The services of the SUBRECIPIENT shall be undertaken and completed in light of the purposes of this Agreement. Subrecipients are authorized to incur eligible expenses after that date and prior to execution of this Agreement subject to HHVS written approval. In any event, all services required hereunder shall be completed by the SUBRECIPIENT prior to **Month, Date, Year** . Any funds not obligated by the expiration date of this Agreement shall automatically revert to the COUNTY.

IV. CONSIDERATION AND LIMITATION OF COSTS

The SUBRECIPIENT shall be reimbursed by the COUNTY using HUD funding for allowable costs, determined by COUNTY, in an amount not to exceed **Insert Dollar Value and 00/100 dollars (U.S. \$)** for the services described in Exhibit "A."

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

The County shall reimburse the SUBRECIPIENT for the performance of this Agreement upon completion or partial completion of the work tasks as accepted and approved by HHVS pursuant to the submittal of monthly progress reports. Payments shall be made to the SUBRECIPIENT when requested as work progresses but, not more frequently than once per month. Payment will be made upon receipt of a proper invoice and in compliance with § 218.70, *Fla. Stat.*, otherwise known as the “Local Government Prompt Payment Act.” No payment will be made until approved by HHVS.

V. NOTICES

All notices required to be given under this Agreement shall be sufficient when delivered to HHVS at its office, presently located at 3339 E Tamiami Trail, Suite 211, Naples, Florida 34112, and to the SUBRECIPIENT when delivered to its office at the address listed on page one (1) of this Agreement.

VI. GENERAL CONDITIONS

A. IMPLEMENTATION OF PROJECT

The SUBRECIPIENT shall implement this Agreement in accordance with applicable Federal, State, and County laws, ordinances and codes and with the procedures outlined in HHVS’ Policies and Procedures memoranda.

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

B. DEBARMENT

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.

C. LOCAL AND FEDERAL RULES, REGULATIONS AND LAWS

The SUBRECIPIENT agrees to comply with any applicable laws, ordinances, regulations and orders of the State, local and Federal governments, including, but not limited to:

1. 24 CFR 570, as amended - The regulations governing the expenditure of Community Development Block Grant (CDBG) funds.
2. 24 CFR 58 - The regulations prescribing the Environmental Review procedure.

3. Title VI of the 1964 Civil Rights Act, 42 USC § 2000d, *et. seq.*
4. 24 CFR 107 - The regulations issued pursuant to Executive Order 11063 which prohibits discrimination and promotes equal opportunity in housing.
5. 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.
6. Title VII of the 1968 Civil Rights Act as amended by the Equal Employment Opportunity Act of 1972, 42 USC § 2000e, *et. seq.*
7. 24 CFR 135 – Regulations outlining requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended.
8. Age Discrimination Act of 1975.
9. Contract Work Hours and Safety Standards Act, 40 USC 327-332.
10. Section 504 of the Rehabilitation Act of 1973, 29 USC 776(b)(5).
11. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.
12. 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)).
13. Executive Order 11914 - Prohibits discrimination with respect to the handicapped in federally assisted projects.
14. 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.
15. Public Law 100-430 - the Fair Housing Amendments Act of 1988.
16. OMB Circular A-133 - concerning annual audits.
17. OMB Circular A-122 - which identifies cost principles.
18. 24 CFR 84 - Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.

19. 24 CFR 85- Uniform Administrative Requirements for Grants and Agreements to State and Local Governments.
20. Immigration Reform and Control Act of 1986 as located at 8 USC 1324, *et seq.* and regulations relating thereto. Failure by the SUBRECIPIENT to comply with the laws referenced herein shall constitute a breach of this agreement, and the County shall have the discretion to unilaterally terminate this agreement immediately.
21. Chapter 112, *Florida Statutes*.
22. Prohibition Of Gifts To County Employees - No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any County employee, as set forth in Chapter 112, Part III, *Florida Statutes*, Collier County Ethics Ordinance No. 2004-05, as amended, and County Administrative Procedure 5311.
23. Order of Precedence - In the event of any conflict between or among the terms of any of the Contract Documents, the terms of the Agreement shall take precedence over the terms of all other Contract Documents, except the terms of any Supplemental Conditions shall take precedence over the Agreement. To the extent any conflict in the terms of the Contract Documents cannot be resolved by application of the Supplemental Conditions, if any, or the Agreement, the conflict shall be resolved by imposing the more strict or costly obligation under the Contract Documents upon the Contractor at Owner's discretion.
24. Venue - Any suit or 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, Florida, which courts have sole and exclusive jurisdiction on all such matters.
25. 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. The negotiation 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. The 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 at mediation to COUNTY'S board for approval. Should either party fail to submit to mediation as required hereunder, the other party may obtain a court order requiring mediation under § 44.102, *Fla. Stat.*

26. The DEVELOPER/SPONSOR shall comply with Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). Section 3 of the HUD Act of 1968 requires, to the greatest extent feasible, that recipients of HUD funds (and their contractors and subcontractors) provide jobs and other economic opportunities to low-income persons, particularly public housing residents. Section 3 helps create employment for low-income persons and provides contracting opportunities for businesses that are owned by low-income people or that provide employment to low-income people. Contract administration shall be handled by the DEVELOPER/SPONSOR and monitored by the COUNTY, which shall have

D. SUBCONTRACTS

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

This review also includes ensuring that all consultant contracts and fee schedules meet the minimum standards as established by the Collier County Purchasing Department, Florida Statutes and HUD. Reimbursements for such services will be made at SUBRECIPIENT cost. None of the work or services covered by this Agreement, including but not limited to consultant work or services, shall be subcontracted by the SUBRECIPIENT or reimbursed by the COUNTY without written approval of the HHVS or its designee.

E. AMENDMENTS

This Agreement, and any exhibit or attachment, may be amended only by written agreement executed by the governing boards of both parties, except that County representative(s) may approve adjustments between line item amounts, scope clarifications, or an extension of time and schedule that do not change the project, or exceed the amount funded by the County, as stated herein. Any modifications to this contract shall be in compliance with the County Purchasing Policy and Administrative Procedures in effect at the time such modifications are authorized.

F. INDEMNIFICATION

To the maximum extent permitted by Florida law, the SUBRECIPIENT shall indemnify and hold harmless Collier County, its officers and employees from any and all liabilities, damages, losses and costs, 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 anyone employed or utilized by 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. 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*.

G. GRANTEE RECOGNITION

All facilities purchased or constructed pursuant to this Agreement shall be clearly identified as to funding source. The SUBRECIPIENT will include a reference to the financial support herein provided by HHVS in all publications and publicity. In addition, the SUBRECIPIENT will make a good faith effort to recognize HHVS' support for all activities made possible with funds made available under this Agreement. The SUBRECIPIENT will mount a temporary construction sign for projects funded by HHVS. This design concept is intended to disseminate key information regarding the development team as well as Equal Housing Opportunity to the general public. The construction sign shall comply with applicable County codes.

H. TERMINATION

In event of termination for any of the reasons identified in sub-sections 1-3 as follows, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared, and capital equipment secured by the SUBRECIPIENT with funds under this Agreement shall be returned to HHVS or the COUNTY. In the event of termination, the SUBRECIPIENT shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Contract by the SUBRECIPIENT, and the COUNTY may withhold any payment to the SUBRECIPIENT for set-off purposes until such time as the exact amount of damages due to the COUNTY from the SUBRECIPIENT is determined.

1. TERMINATION FOR CAUSE

If through any cause either party shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement in whole or part by giving written notice of such termination to the other party and specifying therein the effective date of termination. (*See 24 CFR 85.43.*)

2. TERMINATION FOR CONVENIENCE

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party. Upon termination, the COUNTY shall pay the SUBRECIPIENT for services rendered pursuant to this Agreement through and including the date of termination. (*See 24 CFR 85.44.*)

3. TERMINATION DUE TO CESSATION

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

I. INSURANCE

SUBRECIPIENT shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts described herein and further set forth in Exhibit “B” to this Agreement.

J. SUBRECIPIENT LIABILITY OBLIGATION

Compliance with the insurance requirements in Exhibit “B” shall not relieve the SUBRECIPIENT of its liability and obligation under this subsection or under any subsection of this contract. The contract is contingent upon receipt of the insurance documents within fifteen (15) calendar days after the Board of County Commissioners’ approval. If the Insurance certificate is received within the specified period, but not in the manner prescribed in these requirements, the SUBRECIPIENT shall be verbally notified of the deficiency and shall have an additional five (5) calendar days to submit a corrected Certificate to the County.

If the SUBRECIPIENT fails to submit the required insurance documents in the manner prescribed in these requirements within twenty (20) calendar days after the Board of County Commissioners’ approval, the SUBRECIPIENT shall be in default of the terms and conditions of the contract.

K. INDEPENDENT AGENT AND EMPLOYEES

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

VII. ADMINISTRATIVE REQUIREMENTS

A. FINANCIAL MANAGEMENT

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

B. DOCUMENTATION AND RECORDKEEPING

1. The SUBRECIPIENT shall maintain all records required by CDBG.
2. All reports, plans, surveys, information, documents, maps, and other data procedures developed, prepared, assembled, or completed by the SUBRECIPIENT for the purpose of this Agreement shall be made available to the COUNTY by the SUBRECIPIENT at any time upon request by the COUNTY or HHVS. Upon completion of all work

contemplated under this Agreement copies of all documents and records relating to this Agreement shall be surrendered to HHVS if requested. In any event the SUBRECIPIENT shall keep all documents and records for six (6) years after expiration of this Agreement.

3. The SUBRECIPIENT shall submit reports as required to assist the COUNTY in the preparation of HUD Labor Relations, WBE/MBE, Equal Opportunity Employment, and HUD Section 3 reports, pursuant to 24 CFR 570.502, 507, and 92 (3)(vi).
4. The SUBRECIPIENT shall submit detailed monthly progress reports to HHVS outlining the status of specific activities under the project. Each report must account for the total activity for which the SUBRECIPIENT is paid with CDBG funds, in part or in whole, and which is required in fulfillment of their obligations regarding the Project. The progress reports shall be submitted on the form Exhibit "D," Schedule "D-2."
5. The SUBRECIPIENT shall maintain records showing compliance with the Davis-Bacon Law, including files containing contractor payrolls, employee interviews, Davis-Bacon wage rates, and administrative cross-referencing. SUBRECIPIENT shall maintain records showing contractor compliance with the Contract Work Hours and Work Safety Law. Similarly, the SUBRECIPIENT shall maintain records showing compliance with federal purchasing requirements and with other federal requirements for grant implementation.
6. If indirect costs are charged, the SUBRECIPIENT will develop an indirect cost allocation plan for determining the appropriate SUBRECIPIENT'S share of administrative costs and shall submit such plan to the COUNTY for approval, in a form specified by the COUNTY.
7. Failure to adequately maintain any former CDBG funded project may result in the delay of processing reimbursement requests for ongoing activities or in the forfeiture of future CDBG funds.
8. 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.
9. The SUBRECIPIENT further agrees that HHVS shall be the final arbiter on the SUBRECIPIENT's compliance with the above.

C. REPORTS, AUDITS, AND EVALUATIONS

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

The SUBRECIPIENT agrees that HHVS will carry out periodic monitoring and evaluation activities as determined necessary. The continuation of this Agreement is dependent upon satisfactory evaluations. The SUBRECIPIENT shall, upon the request of HHVS, submit information and status reports required by HHVS or HUD to enable HHVS to evaluate said progress and to allow for completion of reports required. The SUBRECIPIENT shall allow HHVS or HUD to monitor the SUBRECIPIENT on site. Such site visits may be scheduled or unscheduled as determined by HHVS or HUD.

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

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

E. WRITTEN APPROVALS

- (1) All subcontracts and agreements proposed to be entered into by the SUBRECIPIENT pursuant to this Agreement;
- (2) All capital equipment expenditures of \$1,000 or more;
- (3) All out-of-town travel (travel shall be reimbursed in accordance with Chapter 112, *Fla. Stat.* unless otherwise required by CDBG);
- (4) All change orders;
- (5) All requests to utilize uncommitted funds after the expiration of this agreement for programs described in Exhibit "A"; and
- (6) All rates of pay and pay increases paid out of CDBG funds, whether for merit or cost of living.

F. PURCHASING

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

G. AUDITS AND INSPECTIONS

1. Non-profit organizations that expend \$500,000 or more annually in federal awards shall have a single or program-specific audit conducted for that year in accordance with OMB A-133. Non-profit organizations expending federal awards of \$500,000 or more under only one federal program may elect to have a program-specific audit performed in accordance with OMB A-133.
2. Non-profit organizations that expend less than \$500,000 annually in federal awards shall be exempt from an audit conducted in accordance with OMB A-133, although their records must be available for review (e.g., inspections, evaluations). These agencies are required by HHVS to submit "Reduced Scope" audits (e.g., financial audit, performance audits). They may choose, instead of a Reduced Scope Audit, to have a program audit conducted for each federal award

in accordance with federal laws and regulations governing the program in which they participate.

3. When the requirements of OMB A-133 apply, or when the SUBRECIPIENT elects to comply with OMB A-133, an audit shall be conducted for each fiscal year for which federal awards attributable to this contract have been received by the SUBRECIPIENT. A copy of the audit report must be received by HHVS no later than six months following the end of the SUBRECIPIENT's fiscal year.
4. If an audit is required by Section G of this contract, but the requirements of OMB A-133 do not apply or are not elected, the SUBRECIPIENT may choose to have an audit performed either on the basis of the SUBRECIPIENT's fiscal year or on the basis of the period during which HHVS-federal assistance has been received. In either case, each audit shall cover a time period of not more than twelve months and an audit shall be submitted covering each assisted period until all the assistance received from this contract has been reported. Each audit shall adhere to all other audit standards of OMB A-133, as these may be limited to cover only those services undertaken pursuant to the terms of this contract. A copy of the audit report must be received by HHVS no later than six months following each audit period.
5. The SUBRECIPIENT shall maintain all contract records in accordance with generally accepted accounting principles, procedures, and practices which shall sufficiently and properly reflect all revenues and expenditures of funds provided directly or indirectly by the County pursuant to the terms of this Agreement.
6. The SUBRECIPIENT shall include in all HHVS approved subcontracts each of the recordkeeping and audit requirements detailed in this contract.

H. PROGRAM-GENERATED INCOME

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

Program Income, as defined by 24 CFR 570.500(a), may be retained by the COUNTY. Program Income shall be utilized to undertake activities specified in Exhibit "A" of this Agreement, and all provisions of this Agreement shall apply to stated activities. Any Program Income received by the SUBRECIPIENT or its sub-contractors shall be returned to the COUNTY unless the SUBRECIPIENT requests and is authorized by HHVS to utilize uncommitted funds.

I. GRANT CLOSEOUT PROCEDURES

Insert Project Info below
2011 CDBG (CD11-07)
Project

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

VIII. OTHER PROGRAM REQUIREMENTS

A. OPPORTUNITIES FOR RESIDENTS AND CIVIL RIGHTS COMPLIANCE

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

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

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

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

C. PROGRAM BENEFICIARIES

At least fifty-one percent (51%) of the beneficiaries of a project funded through this Agreement must be low- and moderate- income persons. If the project is located in an entitlement city, as defined by HUD, or serves beneficiaries countywide, more than thirty percent (30%) of the beneficiaries directly assisted 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 "A" of this Agreement.

D. CONFLICT OF INTEREST

The SUBRECIPIENT covenants that no person who presently exercises any functions or responsibilities in connection with the Project, has any personal financial interest, direct or indirect, in the target areas or any parcels therein, which would conflict in any manner or degree with the

performance of this Agreement and that no person having any conflict of interest shall be employed by or subcontracted by the SUBRECIPIENT. Any possible conflict of interest on the part of the SUBRECIPIENT or its employees shall be disclosed in writing to HHVS provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation of low and moderate-income residents of the project target area.

E. PUBLIC ENTITY CRIMES

As provided in § 287.133, *Fla. Stat.* 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), *Fla. Stat.*

F. DRUG-FREE WORKPLACE REQUIREMENTS

The SUBRECIPIENT must certify that it will provide drug-free workplaces in accordance with the Drug-Free Workplace Act of 1988 (41 USC 701).

G. CERTIFICATION REGARDING LOBBYING

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all 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.

H. REAL PROPERTY

Insert Project Info below
2011 CDBG (CD11-07)
Project

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.

IX. ENVIRONMENTAL CONDITIONS

A. AIR AND WATER

The SUBRECIPIENT agrees to comply with the following requirements:

1. Clean Air Act, 41 USC 7401, *et seq.*
2. Federal Water Pollution Control Act, 33 USC 1251, *et seq.*, as amended.

B. FLOOD DISASTER PROTECTION

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4002), 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.

C. LEAD-BASED PAINT

The SUBRECIPIENT agrees that any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to HUD Lead-Based Paint Poisoning Prevention Act found at 24 CFR 570.608.

D. HISTORIC PRESERVATION

The SUBRECIPIENT agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 USC 470) and the procedures set forth in 36 CFR 800, Advisory Council on Historic Preservation Procedures for Protection of Historical Properties.

X. CONDITIONS FOR RELIGIOUS ORGANIZATIONS

CDBG funds may not be used for religious activities or provided to primarily religious organizations. Section 24 CFR 570.200(j) specifies the limitations on CDBG funds.

XI. REVERSION OF ASSETS

Upon expiration of the Agreement, the SUBRECIPIENT shall transfer to the COUNTY any CDBG funds on hand at the time of expiration, any accounts receivable attributable to the use of CDBG funds, and any non-expendable personal property that was purchased with CDBG funds. Any real property under SUBRECIPIENT control will be covered by the regulations 24 CFR 570.503(B)(8).

XII. SEVERABILITY

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

XIII. COUNTERPARTS OF THE AGREEMENT

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

XIV. ENTIRE UNDERSTANDING

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

IN WITNESS WHEREOF, the Subrecipient and the County, have each, respectively, by an authorized person or agent, hereunder set their hands and seals on this _____ day of _____, 20__.

ATTEST:
DWIGHT E. BROCK, CLERK

BOARD OF COUNTY COMMISSIONERS OF
COLLIER COUNTY, FLORIDA

By: _____
FRED W. COYLE, CHAIRMAN

Dated: _____
(SEAL)

First Witness

Insert Non Profit

By: _____
Subrecipient Signature

Type/print witness name

Type/print Subrecipient name and title

Second Witness

Type/print witness name

Approved as to form and legal sufficiency:

Jennifer B. White
Assistant County Attorney

Insert Project Info below
2011 CDBG (CD11-07)
Project

EXHIBIT “A”

SCOPE OF SERVICES

**Insert Name of the Subrecipient
Insert the Project Name here**

A. PROJECT SCOPE:

Enter Scope Here

BELOW IS FOR SAMPLE PURPOSES ONLY

On April 27, 2010, the BCC approved the HUD Action Plan allocating funding for this initiative. Community Development Block Grant (CDBG) funding will be used to renovate the Robert’s Center.

In the Action Plan for this program the intended outcome of this funding is to provide rehabilitation and upgrades to the Roberts Center. The renovation activities will include office build outs, hurricane hardening and a complete kitchen renovation.

Renovation activities/items/services may include but not be limited to, demolition, repair and/or replacement of the following: roofs, floors, ceiling, walls, structural items, doors, windows, HVAC, electrical, plumbing systems, fixtures, cabinetry, appliances, and ramp for wheelchair accessibility and exterior improvements as well as associated labor and supervision. The detailed project scope will be contained in the schedule of values awarded the project’s construction contract. The project construction contract will include details sufficient to document the number, amount, and costs associated with all activities.

The project activities will meet the U.S. Department of Housing and Urban Development’s national objective to benefit low and moderate income persons and improve the quality/quantity of neighborhood facilities for low-income persons.

B. BUDGET:

Insert budget dollar value and the work to be covered in the budget

BELOW IS FOR SAMPLE PURPOSES ONLY

Collier County Housing, Human and Veteran Services is providing One Hundred Seventy Four Thousand, Five Hundred Three Dollars And Sixty Cents (\$174,503.60) in CDBG funding for the project scope described above.

Line Item Description	CDBG Funds
Building Renovation Activities	\$ 174,503.60
TOTAL	\$174,503.60

Insert Project Info below
2011 CDBG (CD11-07)
Project

Any modifications to this contract shall be in compliance with the County Purchasing Policy and Administrative Procedures in effect at the time such modifications are authorized.

C. PROJECT WORK PLAN BELOW IS FOR SAMPLE PURPOSES ONLY

The following Project Work Plan is in effect for program monitoring requirements only and as such, is not intended to be used as a payment schedule.

Date Start	Date End	Work Plan
11/2010	12/2010	Prepare bid documents
01/2011	02/2011	Procure eligible contractor(s) & conduct preconstruction conference
03/2011	05/2011	Obtain permits & contractor(s) orders materials
03/2011	07/2011	Begin Renovation improvements and associated activities
07/2011	08/2011	Complete final inspections and project close out

D. PAYMENT SCHEDULE BELOW IS FOR SAMPLE PURPOSES ONLY

The following table details the project deliverables and payment schedule.

Deliverable	Payment Schedule
Interior/exterior renovations	Monthly invoices per contractors schedule of values

EXHIBIT "A-1"
CHANGE BY LETTER



COLLIER COUNTY GOVERNMENT

Collier County Housing, Human and Veteran Services
Public Services Division

User Name
Address

NAPLES, FLORIDA Zip code
PHONE: (239) Phone #
FAX (239) Fax #

Date

Contact Name
Name of Firm
Address

RE: Zero Dollar Contract Change Notification
Re: Contract # and Title of Contract
Project #
Purchase Order #

Dear Contact Name:

By copy of this letter, the above referenced contract is being issued a zero dollar (\$0.00) change as indicated below:

The above referenced contract time is hereby extended by **Number of days** calendar days. The new completion date shall be on or before **month and date, Year**.

By extending this contract, the County is not relieving your firm of its obligations to perform work in a timely and satisfactory manner or any consequences resulting from failing to do so. Collier County hereby reserves all legal rights, including, but not limited to, rights to terminate, suspend or elect any other appropriate course(s) of action should circumstances warrant with regard to the referenced contract.

Additional Staffing Categories Professional Position(s) Hourly Rate(s)

Draw against Allowance (specify allowance item and identify specific items and quantities)

Other: Scope Clarifications as identified in Schedule B-1, "Clarifications in Scope", (attached).

Sincerely,

Your name
Title

cc: Contract Specialist Name Contract Specialist, Purchasing Department
Suzanne Boothby, Clerk's Grants Department

Insert Project Info below
2011 CDBG (CD11-07)
Project

EXHIBIT "B"

INSURANCE REQUIREMENTS

The SUBRECIPIENT shall furnish to Collier County, c/o Housing, Human and Veteran Services Department, 3339 E. Tamiami Trail, Bldg H 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. Public Liability Insurance on a comprehensive basis in an amount no less than \$300,000 per occurrence for combined Bodily Injury and Property Damage. 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 \$300,000 per occurrence for combined Bodily Injury and Property Damage.

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 \$300,000 per occurrence providing for all sums which the SUBRECIPIENT and/or the design professional shall become legally obligated to pay as damages from 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.

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 policies 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. Flood Insurance shall be provided for those properties found to be within a flood hazard zone, in an amount not less than the full replace values of the completed structure(s) or the maximum amount of coverage available through the National Flood Insurance Program (NFIP), whichever is greater. The policy will show Collier County as a Loss Payee A.T.I.M.A. This policy will be provided as such time that the buildings' walls and roof exist.

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. Public Liability coverage in an amount not less than \$1,000,000 per occurrence for combined Bodily Injury and Property damage. Collier County must be shown as an additional insured with respect to this coverage.

8. 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.

9. 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 "C"

ADDITIONAL CDBG GRANT REQUIREMENTS

Enter additional requirements here, IF NONE EXIST, state "There are no additional grant requirements."

EXHIBIT “D”

REQUIRED SUBMITTALS

- D-1 Request for Payment**
- D-1a Release and Affidavit Form**
- D-2 CDBG Monthly Progress Report**

SCHEDULE "D-1a"

RELEASE AND AFFIDAVIT FORM

The SUBRECIPIENT certifies for itself and its subcontractors, material-men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which COUNTY might be sued or for which a lien or a demand against any payment bond might be filed, have been satisfied and paid.

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

SUBRECIPIENT

Witness:

BY: _____

BY: _____

ITS: _____ President

DATE: _____

Print name and title

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2009, by _____, as _____ of _____ A Choose Not-For-Profit, or Corporation or Municipality on behalf of Choose Not-For-Profit, Corporation or Municipality . He/She is personally known to me OR has produced _____ as identification and who did (did not) take an oath.

My Commission Expires: _____

_____ (Signature)

Name: _____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of: _____

Commission No.: _____

Insert Project Info below
2011 CDBG (CD11-07)
Project

SCHEDULE "D-2"

CDBG MONTHLY PROGRESS REPORT

Complete form for past month and submit to Housing, Human and Veteran Service's staff by the 10th of the following month.

Status Report for Month of _____ Submittal Date: _____

Project Name Insert Project Name Here

Project Number CD10- XX Activity Number XXX

Subrecipient: Enter Subrecipient Name Here

Contact Person Enter Contact Person and Title Here

Telephone: Phone Number (area code) xxx-xxxx Fax: Enter Fax Number (area code)xxx-xxxx

E-mail: Enter Email Address

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

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

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

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

5. Identify any potential issues that may cause delay. New contracts executed this month (if applicable):

Insert Project Info below
2011 CDBG (CD11-07)
Project

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

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

TOTAL BENEFICIARIES

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

INCOME

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

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

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

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

FEMALE HEAD OF HOUSEHOLD

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

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

Insert Project Info below
 2011 CDBG (CD11-07)
 Project

--	--	--	--	--

Subrecipient's must indicate total beneficiaries for Race AND Ethnicity

Definitions of Race:

White: A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.

Black or African-American: A person having origins in any of the black racial groups of Africa.

Asian: A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

American Indian or Alaska Native: A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.

Native Hawaiian or Other Pacific Islander: A person having origins in any of the original people of Hawaii, Guam, Samoa, or other Pacific Islands.

Definitions of Ethnicity:

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

Tabulation Table of Race and Ethnicity Beneficiaries

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

**AGREEMENT BETWEEN COLLIER COUNTY
AND
NON-PROFIT**

Catalog of Federal Domestic Assistance # 14.231
HUD Grant # S-11-UC-12-0024

THIS AGREEMENT is entered into this _____ day of _____ 20__, by and between Collier County, a political subdivision of the State of Florida, ("COUNTY") and the "NON-PROFIT" a private not-for-profit corporation existing under the laws of the State of Florida, having its principal office at ADDRESS, and its Federal Tax Identification number as ID#, ("SUBRECIPIENT").

WHEREAS, Collier 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 Emergency Shelter Grant ("ESG") Program in certain areas of Collier County, pursuant the Stewart B. McKinney Homeless Assistance Act (24 CFR 576); and

WHEREAS, pursuant to the aforesaid agreement, COUNTY is undertaking certain activities to primarily benefit homeless individuals in Enter Service Area with the use of ESG funds; to improve the quality of life in Collier County by providing assistance for emergency-transitional shelter clients at-risk of becoming homeless as described in the Consolidated Plan submission; and

WHEREAS, the Board of County Commissioners of Collier County approved the Collier County Consolidated Plan One-Year Action Plan for Federal Fiscal Year 211-2012 for the ESG Program by Resolution No. 2010-85, on April 27,2010Item 16D15; and

WHEREAS, HUD approved the County's Consolidated Plan One-Year Action Plan for Federal Fiscal Year 2011-2012 for the ESG Program and the use of the ESG funds for the activities identified in the Plan; and

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

WHEREAS, COUNTY desires to engage "Non-profit name" to implement such undertakings of the ESG Program as valid and worthwhile County purposes.

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

I. DEFINITIONS

- (A) "COUNTY" is Collier County, and where applicable, it's authorized representative(s).
- (B) "ESG" is the Emergency Shelter Grant Program as defined in 24 CFR 576.
- (C) "HHVS" is the Department of Housing, Human & Veteran Services of Collier

County.

- (D) "SUBRECIPIENT" is "-----."
- (E) "HHVS's Approval" is the written approval of the Department of Housing, Human & Veteran Services or designee.
- (F) "HUD" is the U.S. Department of Housing and Urban Development or a person authorized to act on its behalf.
- (G) "Homeless" is the term as defined in 42 USC 11302.
- (H) "Emergency Shelter" means any facility, the primary purpose of which is to provide temporary or transitional shelter for the homeless in general or for specific populations of the homeless. (24 CFR 576.3)
- (I) "Project" is the work to be performed as set forth in Exhibit "A".
- (J) "Essential services" includes services concerned with employment, health, drug abuse and education. (24 CFR 576.3)

II. SCOPE OF SERVICES

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

III. TIME OF PERFORMANCE

The effective date of the Agreement between HUD and Collier County shall be **Month, Date, Year** . The services of the SUBRECIPIENT shall be undertaken and completed in light of the purposes of this Agreement. Subrecipients are authorized to incur eligible expenses after that date and prior to execution of this Agreement subject to HHVS prior written approval. In any event, all services required hereunder shall be completed by the SUBRECIPIENT prior to **Enter Date from Scope** . Any funds not obligated by the expiration date of this Agreement shall automatically revert to the COUNTY.

IV. CONSIDERATION AND LIMITATION OF COSTS

The SUBRECIPIENT shall be reimbursed by the COUNTY using HUD funding for allowable costs, determined by HHVS, in an amount not to exceed **Insert Dollar Value and 00/100 dollars (U.S. \$)** for the services described in Exhibit "A."

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

The County shall reimburse the SUBRECIPIENT for the performance of this Agreement upon completion or partial completion of the work tasks as accepted and approved by HHVS pursuant

to the submittal of monthly progress reports. Payments shall be made to the SUBRECIPIENT when requested as work progresses, as but not more frequently than once per month. Payment will be made upon receipt of a proper invoice and in compliance with § 218.70, *Fla. Stat.*, otherwise known as the “Local Government Prompt Payment Act.” No payment will be made until approved by HHVS.

V. NOTICES

All notices required to be given under this Agreement shall be sufficient when delivered to HHVS at its office, presently located at 3339 Tamiami Trail East, H Suite 211 Naples, FL 34112, and to the SUBRECIPIENT when delivered to its office at the address listed on page one (1) of this Agreement.

VI. GENERAL CONDITIONS

A. IMPLEMENTATION OF PROJECT

The SUBRECIPIENT shall implement this Agreement in accordance with applicable Federal, State, and County laws, ordinances and codes and with the procedures outlined in HHVS’ Policies and Procedures memoranda.

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

B. DEBARMENT

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.

C. LOCAL AND FEDERAL RULES, REGULATIONS AND LAWS

The SUBRECIPIENT agrees to comply with any applicable laws, ordinances, regulations and orders of the State, local and Federal governments, including, but not limited to:

1. 24 CFR Part 576, as amended - The regulations governing the expenditure of Emergency Shelter Grant funds.
2. 24 CFR 58 - The regulations prescribing the Environmental Review procedure.
3. Title VI of the 1984 Civil Rights Act, 42 USC § 2000d, *et. seq.*

4. 24 CFR 107 - The regulations issued pursuant to Executive Order 11063 which prohibits discrimination and promotes equal opportunity in housing.
5. 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.
6. Title VII of the 1968 Civil Rights Act as amended by the Equal Employment Opportunity Act of 1972, 42 USC § 2000e, *et. seq.*
7. 24 CFR 135 – Regulations outlining requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended.
8. Age Discrimination Act of 1975.
9. Contract Work Hours and Safety Standards Act, 40 USC 327-332.
10. Section 504 of the Rehabilitation Act of 1973, 29 USC 776(b) (5).
11. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.
12. 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)).
13. Executive Order 11914 - Prohibits discrimination with respect to the handicapped in federally assisted projects.
14. 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.
15. Public Law 100-430 - the Fair Housing Amendments Act of 1988.
16. OMB Circular A-133 - concerning annual audits.
17. OMB Circular A-122 - which identifies cost principles.
18. 24 CFR 84 - Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.

19. 24 CFR 85- Uniform Administrative Requirements for Grants and Agreements to State and Local Governments.
20. Immigration Reform and Control Act of 1986 as located at 8 USC 1324, *et seq.* and regulations relating thereto. Failure by the SUBRECIPIENT to comply with the laws referenced herein shall constitute a breach of this agreement, and the County shall have the discretion to unilaterally terminate this agreement immediately.
21. Chapter 112, *Florida Statutes*.
22. Prohibition Of Gifts To County Employees - No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any County employee, as set forth in Chapter 112, Part III, *Florida Statutes*, Collier County Ethics Ordinance No. 2004-05, as amended, and County Administrative Procedure 5311.
23. Order of Precedence - In the event of any conflict between or among the terms of any of the Contract Documents, the terms of the Agreement shall take precedence over the terms of all other Contract Documents, except the terms of any Supplemental Conditions shall take precedence over the Agreement. To the extent any conflict in the terms of the Contract Documents cannot be resolved by application of the Supplemental Conditions, if any, or the Agreement, the conflict shall be resolved by imposing the more strict or costly obligation under the Contract Documents upon the Contractor at Owner's discretion.
24. Venue - Any suit or 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, Florida, which courts have sole and exclusive jurisdiction on all such matters.
25. 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. The negotiation 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. The 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 at mediation to COUNTY'S board for approval. Should either party fail to submit to mediation as required hereunder, the other party may obtain a court order requiring mediation under § 44.102, *Fla. Stat.*

D. SUBCONTRACTS

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

This review also includes ensuring that all consultant contracts and fee schedules meet the minimum standards as established by the Collier County Purchasing Department, Florida Statutes and HUD. Reimbursements for such services will be made at SUBRECIPIENT cost. None of the work or services covered by this Agreement, including but not limited to consultant work or services, shall be subcontracted by the SUBRECIPIENT or reimbursed by the COUNTY without prior written approval of the HHVS or its designee.

E. AMENDMENTS

This Agreement, and any exhibit or attachment, may be amended only by written agreement executed by the governing boards of both parties, except that County representative(s) may approve adjustments between line item amounts, scope clarifications, or an extension of time and schedule that do not change the project, or exceed the amount funded by the County, as stated herein. Any modifications to this contract shall be in compliance with the County Purchasing Policy and Administrative Procedures in effect at the time such modifications are authorized.

F. INDEMNIFICATION

To the maximum extent permitted by Florida law, the SUBRECIPIENT shall indemnify and hold harmless Collier County, its officers and employees from any and all liabilities, damages, losses and costs, 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 anyone employed or utilized by 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. 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*.

G. GRANTEE RECOGNITION

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

available under this Agreement. The SUBRECIPIENT will mount a temporary construction sign for projects funded by HHVS. This design concept is intended to disseminate key information regarding the development team as well as Equal Housing Opportunity to the general public. The construction sign shall comply with applicable County codes.

H. TERMINATION

In event of termination for any of the reasons identified in sub-sections 1-3 as follows, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared, and capital equipment secured by the SUBRECIPIENT with funds under this Agreement shall be returned to HHVS or the COUNTY. In the event of termination, the SUBRECIPIENT shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Contract by the SUBRECIPIENT, and the COUNTY may withhold any payment to the SUBRECIPIENT for set-off purposes until such time as the exact amount of damages due to the COUNTY from the SUBRECIPIENT is determined.

1. TERMINATION FOR CAUSE

If through any cause either party shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement in whole or part by giving written notice of such termination to the other party and specifying therein the effective date of termination. (*See 24 CFR 85.43.*)

2. TERMINATION FOR CONVENIENCE

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party. Upon termination, the COUNTY shall pay the SUBRECIPIENT for services rendered pursuant to this Agreement through and including the date of termination. (*See 24 CFR 85.44.*)

3. TERMINATION DUE TO CESSATION

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

I. INSURANCE

SUBRECIPIENT shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts described herein and further set forth in Exhibit "C" to this Agreement.

J. SUBRECIPIENT LIABILITY OBLIGATION

Compliance with the insurance requirements in Exhibit C shall not relieve the SUBRECIPIENT of its liability and obligation under this subsection or under any subsection of this contract. The

contract is contingent upon receipt of the insurance documents within fifteen (15) calendar days after the Board of County Commissioners' approval. If the Insurance certificate is received within the specified period, but not in the manner prescribed in these requirements, the SUBRECIPIENT shall be verbally notified of the deficiency and shall have an additional five (5) calendar days to submit a corrected Certificate to the County.

If the SUBRECIPIENT fails to submit the required insurance documents in the manner prescribed in these requirements within twenty (20) calendar days after the Board of County Commissioners' approval, the SUBRECIPIENT shall be in default of the terms and conditions of the contract.

K. INDEPENDENT AGENT AND EMPLOYEES

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

L. MATCH REQUIRED

Subrecipient must match ESG grant funds dollar for dollar pursuant to 24 CFR 576.51. The match funds can come from the grantee or recipient agency or organization; other federal, state, and local grants; and from in-kind contributions.

VII. ADMINISTRATIVE REQUIREMENTS

A. FINANCIAL MANAGEMENT

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

B. DOCUMENTATION AND RECORDKEEPING

1. The SUBRECIPIENT shall maintain all records as required by ESG.

2. All reports, plans, surveys, information, documents, maps, and other data procedures developed, prepared, assembled, or completed by the SUBRECIPIENT for the purpose of this Agreement shall be made available to the COUNTY by the SUBRECIPIENT at any time upon request by the COUNTY or HHVS. Upon completion of all work contemplated under this Agreement copies of all documents and records relating to this Agreement shall be surrendered to HHVS if requested. In any event, the SUBRECIPIENT shall keep all documents and records for four (4) years after expiration of this Agreement.

3. The SUBRECIPIENT shall submit reports as required to assist the COUNTY in the preparation of HUD Labor Relations, WBE/MBE, Equal Opportunity Employment, and HUD Section 3 reports.

4. The SUBRECIPIENT shall submit detailed monthly progress reports to HHVS outlining the status of specific activities under the project. Each report must account for the total activity for which the SUBRECIPIENT is paid with ESG funds, in part or in whole, and which is required in fulfillment of their obligations regarding the Project. The progress reports shall be submitted on the form Exhibit "D."

5. The SUBRECIPIENT shall maintain records showing compliance with the Davis-Bacon Law, including files containing contractor payrolls, employee interviews, Davis-Bacon wage rates, and administrative cross-referencing. SUBRECIPIENT shall maintain records showing contractor compliance with the Contract Work Hours and Work Safety Law. Similarly, the SUBRECIPIENT shall maintain records showing compliance with federal purchasing requirements and with other federal requirements for grant implementation.

6. If indirect costs are charged, the SUBRECIPIENT will develop an indirect cost allocation plan for determining the appropriate SUBRECIPIENT'S share of administrative costs and shall submit such plan to the COUNTY for approval, in a form specified by the COUNTY.

7. Failure to adequately maintain any former ESG funded project may result in the delay of processing reimbursement requests for ongoing activities or in the forfeiture of future ESG funds.

8. 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 must ensure confidentiality of records pertaining to provision of family violence prevention or treatment services as set forth in 42 USC 11375(c)(5).

9. The SUBRECIPIENT further agrees that HHVS shall be the final arbiter on the SUBRECIPIENT's compliance with the above.

C. REPORTS, AUDITS, AND EVALUATIONS

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

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

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

E. WRITTEN APPROVALS

- (1) All subcontracts and agreements proposed to be entered into by the SUBRECIPIENT pursuant to this Agreement;
- (2) All capital equipment expenditures of \$1,000 or more;
- (3) All change orders; and
- (4) All requests to utilize uncommitted funds after the expiration of this agreement for programs described in Exhibit A, and
- (5) All rates of pay and pay increases paid out of ESG funds, whether for merit or cost of living.

F. PURCHASING

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

G. AUDITS AND INSPECTIONS

1. Non-profit organizations that expend \$500,000 or more annually in federal awards shall have a single or program-specific audit conducted for that year in accordance with OMB A-133. Non-profit organizations expending federal awards of \$500,000 or more under only one federal program may elect to have a program-specific audit performed in accordance with OMB A-133.

2. Non-profit organizations that expend less than \$500,000 annually in federal awards shall be exempt from an audit conducted in accordance with OMB A-133, although their records must be available for review (e.g., inspections, evaluations). These agencies are required by HHVS to submit "Reduced Scope" audits (e.g., financial audit, performance audits). They may choose, instead of a Reduced Scope Audit, to have a program audit conducted for each federal award in accordance with federal laws and regulations governing the program in which they participate.

3. When the requirements of OMB A-133 apply, or when the SUBRECIPIENT elects to comply with OMB A-133, an audit shall be conducted for each fiscal year for which federal awards attributable to this contract have been received by the SUBRECIPIENT. A copy of the audit report must be received by HHVS no later than six months following the end of the SUBRECIPIENT's fiscal year.

4. If an audit is required by Section G of this contract, but the requirements of OMB A-133 do not apply or are not elected, the SUBRECIPIENT may choose to have an audit performed either on the basis of the SUBRECIPIENT's fiscal year or on the basis of the period during which HHVS-federal assistance has been received. In either case, each audit shall cover a

time period of not more than twelve months and an audit shall be submitted covering each assisted period until all the assistance received from this contract has been reported. Each audit shall adhere to all other audit standards of OMB A-133, as these may be limited to cover only those services undertaken pursuant to the terms of this contract. A copy of the audit report must be received by HHVS no later than six months following each audit period.

5. The SUBRECIPIENT shall maintain all contract records in accordance with generally accepted accounting principles, procedures, and practices which shall sufficiently and properly reflect all revenues and expenditures of funds provided directly or indirectly by the County pursuant to the terms of this Agreement.

6. The SUBRECIPIENT shall include in all HHVS approved subcontracts each of the record-keeping and audit requirements detailed in this contract.

H. PROGRAM-GENERATED INCOME

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

Program Income, as defined by 24 CFR 570.500(a) for ESG funds may be retained by the Agency. Program Income shall be utilized to undertake activities specified in "Exhibit A" of this Agreement, and all provisions of this Agreement shall apply to stated activities. Any Program Income on hand at or received by the SUBRECIPIENT or its sub-contractors after the expiration of this Agreement shall be returned to the County no later than thirty (30) days after such expiration, subject to any SUBRECIPIENT requests to utilize uncommitted funds.

H. GRANT CLOSEOUT PROCEDURES

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

VIII. OTHER PROGRAM REQUIREMENTS

A. OPPORTUNITIES FOR RESIDENTS AND CIVIL RIGHTS COMPLIANCE

The SUBRECIPIENT agrees that no person shall on the ground of race, color, disability, national origin, religion, age, familial status, or sex be excluded from the benefits of, or be

subjected to, discrimination under any activity carried out by the performance of this Agreement. Upon receipt of evidence of such discrimination, the County shall have the right to terminate this Agreement.

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

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

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

C. PROGRAM BENEFICIARIES

Those persons who are homeless or who are at risk of becoming homeless as defined in 42 USC 11302.

D. CONFLICT OF INTEREST

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

E. PUBLIC ENTITY CRIMES

As provided in § 287.133, Fla. Stat., 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), Fla. Stat.

F. DRUG-FREE WORKPLACE REQUIREMENTS

The SUBRECIPIENT, as a condition of being awarded, must certify that they will provide drug-free workplaces in accordance with the Drug-Free Workplace Act of 1988 (41 USC 701).

G. CERTIFICATION REGARDING LOBBYING

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

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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

H. REAL PROPERTY

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

IX. ENVIRONMENTAL CONDITIONS

The SUBRECIPIENT agrees to comply with the following requirements:

A. AIR AND WATER

1. Clean Air Act, 41 USC 7401, *et seq.*

2. Federal Water Pollution Control Act, 33 USC 1251, *et seq.*, as amended.

B. FLOOD DISASTER PROTECTION

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4002), 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.

C. LEAD-BASED PAINT

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to HUD Lead-Based Paint Poisoning Prevention Act found in 24 CFR 576.57(c).

D. HISTORIC PRESERVATION

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historical Properties.

X. CONDITIONS FOR RELIGIOUS ORGANIZATIONS

ESG funds may not be used for religious activities or provided to primarily religious organizations. 24 CFR 576.23 specifies the limitations on ESG funds for faith based activities, and is herein incorporated by reference.

XI. REVERSION OF ASSETS

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

XII. SEVERABILITY OF PROVISIONS

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

EXHIBIT "A"

SCOPE OF SERVICES
2011 ESG - XXXXXXXXXXXXXXXXXXXX

THE SUBRECIPIENT AGREES TO:

A. **PROJECT SCOPE:**

The purpose of the activities pursuant to this Agreement is to provide assistance for Essential Services, operational costs, and administration cost to benefit the emergency shelter clients. Specific funding requested for ESG will comprise approximately 14% of the overall budget for the agency, which includes: salaries for a case manager, maintenance worker and operating costs.

B. **BUDGET:**

Line Item:	ESG Funds
Essential Services	
Personnel	
Insurance –Health Employment	
Insurance --Unemployment	
Compensation	
Insurance –Workers Compensation	
Salary: Case Manager	
Maintenance Worker	
Operating	
Insurance --Umbrella	
Insurance --Building	
Computer IT Support	
Equipment Maintenance	
Food and Supplies	
Building Maintenance	
Telephone and Communications	
Utilities	
TOTAL GRANT AMOUNT	xx,xxx.xx

Any indirect costs charged must be consistent with the conditions of this Agreement. If indirect costs are charged, the SUBRECIPIENT, as Subrecipient, will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to HHVS, on behalf of the County, as the Grantee, for HHVS's approval, in a form specified by HHVS.

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

- E. **FORMER PROJECTS:** Failure to adequately maintain any former ESG funded project may result in the delay of processing reimbursement requests for ongoing activities or in the forfeiture of future ESG funds.
- F. **WORK SCHEDULE:** The time frame for completion of the outlined activities shall be June XX, 2010. Thirty percent (30%) of the funding must be expended by December XX, 200_. Sixty percent (50%) of the funding must be expended by March XX, 200_. One hundred percent (100%) of the funding must be expended by June XX, 200_.

<u>TASKS</u>	<u>START DATE</u>	<u>END DATE</u>
Essential services, operational costs, and administration costs	July 1, 2011	June 30,2012

Please note that if any of these activities exceed the timeline by two months a revised work schedule must be submitted to HHVS.

- G. **REPORTS:** The SUBRECIPIENT shall submit detailed monthly progress reports to HHVS outlining the status of specific activities under the project. Each report must account for the total activity for which the SUBRECIPIENT is reimbursed with ESG funds, in part or in whole, and which is required in fulfillment of their obligations regarding the Project. The progress reports shall be submitted on the form "Exhibit D". The progress reports shall be used as an additional basis for HHVS's approval of invoices, etc. for reimbursement.
- H. **OUTCOME PERFORMANCE MEASUREMENTS:**

<u>OBJECTIVE</u>	<u>OUTCOMES</u>	<u>ACTIVITY</u>	<u>INDICATORS</u>
Safe, decent temporary/emergency shelter, food, & clothing to homeless persons.	Affordability through the direct services to the shelter for safer and decent emergency housing to homeless individuals.	03C Homeless Facilities	Implementation of the Emergency Shelter Grant through the supporting and the operation-maintenance of the facility & providing direct services to the homeless.

EXHIBIT “C”

INSURANCE REQUIREMENTS

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

- (a.) Workers’ Compensation as required by Chapter 440, Florida Statutes.
- (b.) Public Liability Insurance on a comprehensive basis in an amount no less than \$300,000 per occurrence for combined Bodily Injury and Property Damage. Collier County must be shown as an additional insured with respect to this coverage.
- (c.) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this contract in an amount not less than \$300,000 per occurrence for combined Bodily Injury and Property Damage.

DESIGN STAGE (IF APPLICABLE)

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

- (d.) Professional Liability Insurance in the name of the DEVELOPER/SPONSOR or the licensed design professional employed by the DEVELOPER/SPONSOR in an amount not less than \$300,000 per occurrence providing for all sums which the DEVELOPER/SPONSOR and/or the design professional shall become legally obligated to pay as damages for claims arising out of the services performed by the DEVELOPER/SPONSOR or any person employed by the DEVELOPER/SPONSOR in connection with this contract. This insurance shall be maintained for a period of two (2) years after the certificate of Occupancy is issued.

CONSTRUCTION PHASE (IF APPLICABLE)

In addition to the insurance required in (1) – (4) above, the DEVELOPER/SPONSOR shall provide or cause its Subcontractors to provide original policies indicating the following types of insurance coverage prior to any construction:

- (e.) 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 DEVELOPER/SPONSOR.

Exhibit C, Continued

- (f.) Flood Insurance shall be provided for those properties found to be within a flood hazard zone, in an amount not less than the full replace values of the completed structure(s) or the maximum amount of coverage available through the National Flood Insurance Program (NFIP), whichever is greater. The policy will show Collier County as a Loss Payee A.T.I.M.A. This policy will be provided as such time that he buildings' walls and roof exist.

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:

- (g.) Public Liability coverage in an amount not less than \$1,000,000 per occurrence for combined Bodily Injury and Property damage. Collier County must be shown as an additional insured with respect to this coverage.
- (h.) 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.
- (i.) 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.

End of Exhibit C

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

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

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

TOTAL BENEFICIARIES

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

INCOME

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

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

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

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

FEMALE HEAD OF HOUSEHOLD

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

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

ESG Program Services

HOUSING AND SERVICES THIS ACIVITY PROVIDES:

Indicate Program(s) and Service(s) with an "X"	
Emergency Shelter Facilities	
Vouchers For Shelters	
Drop in Center	
Food Pantry	
Mental Health	
Alcohol/Drug Program	
Child Care	
Transitional Housing	
Outreach	
Soup Kitchen/Meal Distribution	
Health Care	
HIV/AIDS Services	
Employment	
Homeless Prevention	
Other *	

***If you chose OTHER, type a description of the services (25 Characters)**

BENEFICIARY COUNT ESTIMATES:

Residential Services	# Total
AVERAGE NUMBER SERVED DAILY ADULTS -If shelter provides overnight accommodations type in an estimate of the average number of adults served daily.	
AVERAGE NUMBER SERVED DAILY CHILDREN - If shelter provides overnight accommodations type in an estimate of the average number of children served daily.	
AVERAGE NUMBER SERVED YEARLY-If shelter provides overnight accommodations type the average number of persons served yearly. Base number on the persons served, not number of visits.	
Non-Residential Services	# Total
AVERAGE NUMBER SERVED DAILY ADULTS -If your shelter does not have overnight accommodations, type the average count of non-resident persons served daily. If a person is served more than once daily, include each visit in the count.	

Subrecipient must indicate total beneficiaries for Race AND Ethnicity

Definitions of Race:

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

Definitions of Ethnicity:

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

Tabulation Table of Race and Ethnicity Beneficiaries

RACIAL/ETHNIC CHARACTERISTICS:

On this table you approximate the racial and ethnic background of residential persons only that are served by your facility. You must enter racial and ethnic characteristics for the same **“Average Number Served yearly”** that you entered on the previous table.

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

ESG DEMOGRAPHIC FOR BENEFICIARIES:

Residential Services	%Male	%Female
Unaccompanied 18 and over?		
Unaccompanied Under 18?		
Families with Children Headed by:	%Male	%Female
Single 18 and Over- Single parent families with children headed by an adult 18 and over?		

	%
<u>Youth 18 and under-</u> Single parent families with children headed by a youth 18 and under.	
<u>Two Parents 18 and over-</u> Two parent families with children headed by adults over 18 years.	
<u>Two parents under 18-</u> Two parent families with children headed by youths under the age of 18	
<u>What is your estimate percentage of the population served by your residential shelter on an average day, which are families with no children?</u>	

Type in the following data the percentage of persons served on an average day who fall into certain categories:

On An Average day % of the Population served who are	%
Battered Spouse	
Runaway/Throwaway Youth	
Chronically Mentally Ill	
Developmentally Disabled	
HIV/AIDS	
Alcohol Dependent Individuals	
Drug Dependent Individuals	
Elderly	
Veterans	
Physically/ Disabled	
other	

Where appropriate identify the various types of shelters used by your program and the number of persons housed in each:

How many persons were housed in:	Total
Barracks	
Group/Large House	
Scattered Site Apartment	
Single Family Detached House	
Single Room Occupancy	
Mobile Home/Trailer	
Hotel/Motel	
Other	

Type what the description of OTHER shelter types this activity provides (25 Characters)?

Identifying the Funding sources for the Shelter:

What is the dollar amount of funds expended from the following sources?	Total of \$
Other Federal	
Local Government	
Private	
Fees	
Other	

**AGREEMENT BETWEEN COLLIER COUNTY
AND**

**Non-profit
Name of Project**

Catalog of Federal Domestic Assistance # 14.239
HUD Grant # M-11-UC-12-0017

THIS AGREEMENT is made and entered into by and between Collier County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and "Non-profit," a private not-for-profit corporation existing under the laws of the State of Florida, having its principal office at Address, and its Federal Tax Identification number as XXXXXX & DUNS # XXXXXX, ("DEVELOPER/SPONSOR").

WHEREAS, the COUNTY is the recipient of HOME Investment Partnerships (HOME) Program funds from the United States Department of Housing and Urban Development (HUD) as provided by the Cranston-Gonzalez National Affordable Housing Act, 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 2011-2012 for the HOME Program for April 27, 2010-Agenda Item 16D15; and

WHEREAS, HUD has approved the County's Consolidated Plan One-Year Action Plan for Federal Fiscal Year 2010-2011 for the HOME Program and the use of the HOME funds for the activities identified in the Plan; and

WHEREAS, the COUNTY and the DEVELOPER/SPONSOR desire to provide the activities specified in this Agreement, in accord with the approved One-Year Action Plan; and

WHEREAS, the COUNTY desires to engage the DEVELOPER/SPONSOR to implement such undertakings of the HOME Program as a valid and worthwhile County purpose.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained, the Parties agree as follows:

I. DEFINITIONS

- (A) "COUNTY" means Collier County, and where applicable, it's authorized representative(s).
- (B) "HOME" is the HOME Investment Partnerships Program as described in 24 CFR Part 92, under the authority of 42 USC 3535(d) and 12701 - 12839.
- (C) "HHVS" means the Housing, Human and Veteran Services Department of Collier County.
- (D) "DEVELOPER/SPONSOR" means NAME OF SUBRECIPIENT
- (E) "HHVS APPROVAL" means the written approval of the Housing, Human and Veteran Services Department or designee.

- (F) "HUD" means the Secretary of the U.S. Department of Housing and Urban Development or a person authorized to act on its behalf.
- (G) "Low and moderate income persons" means the definition set by HUD.
- (H) "PROJECT" means the work to be performed as set forth in Exhibit "A".
- (I) "AGENCY" means HHVS, the HOME administering Agency of Collier County. For the purpose of this Agreement and all administration of HOME funds, the AGENCY shall act on behalf of the COUNTY in the execution and fiscal and programmatic control of this agreement.
- (J) "FEE" is the amount of money the COUNTY agrees to pay and the DEVELOPER/SPONSOR agrees to accept as payment in full for all the professional and technical services rendered pursuant to this Agreement to complete the WORK as further defined in Section III, Scope of Work.
- (K) "WORK" - is all the professional and technical services to be rendered or provided by the DEVELOPER/SPONSOR as described here.

II. SCOPE OF SERVICES

The DEVELOPER/SPONSOR shall, in a satisfactory and proper manner, as determined by HHVS, perform the tasks necessary to conduct the program outlined in Exhibit "A," and shall submit each request for reimbursement using Exhibit "B" along with the monthly submission of Exhibit "E," all of which are attached hereto and made a part hereof.

III. TIME OF PERFORMANCE

The effective date of this Agreement between DEVELOPER/SPONSOR and Collier County shall be month, date year. Subrecipients are authorized to incur eligible expenses after that date and prior to execution of this Agreement subject to HHVS approval. The services of the DEVELOPER/SPONSOR shall be undertaken and completed in light of the purposes of this Agreement. In any event, all services required hereunder shall be completed by the DEVELOPER/SPONSOR prior to month, date year. Any funds not obligated by the expiration date of this Agreement shall automatically revert to the COUNTY, as set forth in Section XI below.

IV. CONSIDERATION AND LIMITATION OF COSTS

The DEVELOPER/SPONSOR shall be reimbursed by the COUNTY using federal funds for allowable costs, determined by COUNTY, in an amount not to exceed Insert Dollar Value and 00/100 dollars (U.S.\$) for the services described in Exhibit "A."

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

V. NOTICES

All notices required to be given under this Agreement shall be sufficient when delivered to HHVS at its office, presently located at 3339 E. Tamiami Trail, Suite 211, Naples, Florida 34112, and to the DEVELOPER/SPONSOR when delivered to its office at the address listed on page one of this Agreement.

VI. GENERAL CONDITIONS

A. IMPLEMENTATION OF PROJECT

The DEVELOPER/SPONSOR shall implement this Agreement in accordance with applicable Federal, State, and County laws, ordinances and codes and with the procedures outlined in HHVS' Policies and Procedures memoranda.

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

B. DEBARMENT

The DEVELOPER/SPONSOR 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 DEVELOPER/SPONSOR 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.

C. LOCAL AND FEDERAL RULES, REGULATIONS AND LAWS

The SUBRECIPIENT agrees to comply with any applicable laws, ordinances, regulations and orders of the State, local and Federal governments, including, but not limited to:

1. 24 CFR Part 92.206, HOME Investment Partnership Program - The regulations governing the disbursement of HOME funds.
2. 24 CFR 58 - The regulations prescribing the Environmental Review procedure.
3. Title VI of the 1964 Civil Rights Act, 42 USC § 2000d, *et. seq.*
4. 24 CFR 107 - The regulations issued pursuant to Executive Order 11063 which prohibits discrimination and promotes equal opportunity in housing.
5. 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.

6. Title VII of the 1968 Civil Rights Act as amended by the Equal Employment Opportunity Act of 1972, 42 USC § 2000e, *et. seq.*
7. 24 CFR 135 – Regulations outlining requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended. The DEVELOPER/SPONSOR shall comply with Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). Section 3 of the HUD Act of 1968 requires, to the greatest extent feasible, that recipients of HUD funds (and their contractors and subcontractors) provide jobs and other economic opportunities to low-income persons, particularly public housing residents. Section 3 helps create employment for low-income persons and provides contracting opportunities for businesses that are owned by low-income people or that provide employment to low-income people. Contract administration shall be handled by the DEVELOPER/SPONSOR and monitored by the COUNTY.
8. Age Discrimination Act of 1975.
9. Contract Work Hours and Safety Standards Act, 40 USC 327-332.
10. Section 504 of the Rehabilitation Act of 1973, 29 USC 776(b)(5).
11. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.
12. 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)).
13. Executive Order 11914 - Prohibits discrimination with respect to the handicapped in federally assisted projects.
14. 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.
15. Public Law 100-430 - the Fair Housing Amendments Act of 1988.
16. OMB Circular A-133 - concerning annual audits.
17. OMB Circular A-122 - which identifies cost principles.
18. 24 CFR 84 - Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.

19. 24 CFR 85- Uniform Administrative Requirements for Grants and Agreements to State and Local Governments.
20. Immigration Reform and Control Act of 1986 as located at 8 USC 1324, *et seq.* and regulations relating thereto. Failure by the DEVELOPER/SPONSOR to comply with the laws referenced herein shall constitute a breach of this agreement, and the County shall have the discretion to unilaterally terminate this agreement immediately.
21. Chapter 112, *Florida Statutes*.
22. Prohibition Of Gifts To County Employees - No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any County employee, as set forth in Chapter 112, Part III, *Florida Statutes*, Collier County Ethics Ordinance No. 2004-05, as amended, and County Administrative Procedure 5311.
23. Order of Precedence - In the event of any conflict between or among the terms of any of the Contract Documents, the terms of the Agreement shall take precedence over the terms of all other Contract Documents, except the terms of any Supplemental Conditions shall take precedence over the Agreement. To the extent any conflict in the terms of the Contract Documents cannot be resolved by application of the Supplemental Conditions, if any, or the Agreement, the conflict shall be resolved by imposing the more strict or costly obligation under the Contract Documents upon the Contractor at Owner's discretion.
24. Venue - Any suit or 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, Florida, which courts have sole and exclusive jurisdiction on all such matters.
25. 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. The negotiation shall be attended by representatives of DEVELOPER/SPONSOR 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. The mediation shall be attended by representatives of DEVELOPER/SPONSOR with full decision-making authority and by COUNTY'S staff person who would make the presentation of any settlement reached at mediation to COUNTY'S board for approval. Should either party fail to submit to mediation as required hereunder, the other party may obtain a court order requiring mediation under § 44.102, *Fla. Stat.*

D. SUBCONTRACTS

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

This review also includes ensuring that all consultant contracts and fee schedules meet the minimum standards as established by the Collier County Purchasing Department, Florida Statutes, and HUD. Reimbursements for such services will be made at DEVELOPER/SPONSOR cost. None of the work or services covered by this Agreement, including but not limited to consultant work or services, shall be subcontracted by the DEVELOPER/SPONSOR or reimbursed by the COUNTY without written approval of the HHVS or its designee.

E. AMENDMENTS

This Agreement, and any exhibit or attachment, may be amended only by written agreement executed by the governing boards of both parties, except that County representative(s) may approve adjustments between line item amounts, scope clarifications, or an extension of time and schedule that do not change the project, or exceed the amount funded by the County, as stated herein. Any modifications to this contract shall be in compliance with the County Purchasing Policy and Administrative Procedures in effect at the time such modifications are authorized.

F. INDEMNIFICATION

To the maximum extent permitted by Florida law, the DEVELOPER/SPONSOR shall indemnify and hold harmless Collier County, its officers and employees from any and all liabilities, damages, losses and costs, 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 DEVELOPER/SPONSOR or anyone employed or utilized by the DEVELOPER/SPONSOR 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. 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*.

G. GRANTEE RECOGNITION

All facilities purchased or constructed pursuant to this Agreement shall be clearly identified as to funding source. The DEVELOPER/SPONSOR will include a reference to the financial support herein provided by HHVS in all publications and publicity. In addition, the DEVELOPER/SPONSOR will make a good faith effort to recognize HHVS' support for all activities made possible with funds made available under this Agreement. The DEVELOPER/SPONSOR will mount a temporary construction sign for projects funded by HHVS. This design concept is intended to disseminate key information regarding the development team as well as Equal Housing Opportunity to the general public. The construction sign shall comply with applicable County codes.

H. TERMINATION

In event of termination for any of the reasons identified in sub-sections 1-3 as follows, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared, and capital equipment secured by the DEVELOPER/SPONSOR with funds under this Agreement shall be returned to HHVS or the COUNTY. In the event of termination, the DEVELOPER/SPONSOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Contract by the DEVELOPER/SPONSOR, and the COUNTY may withhold any payment to the DEVELOPER/SPONSOR for set-off purposes until such time as the exact amount of damages due to the COUNTY from the DEVELOPER/SPONSOR is determined.

1. TERMINATION FOR CAUSE

If through any cause either party shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement in whole or part by giving written notice of such termination to the other party and specifying therein the effective date of termination. (See 24 CFR 85.43.)

2. TERMINATION FOR CONVENIENCE

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party. Upon termination, the COUNTY shall pay the DEVELOPER/SPONSOR for services rendered pursuant to this Agreement through and including the date of termination. (See 24 CFR 85.44.)

3. TERMINATION DUE TO CESSATION

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

I. INSURANCE

DEVELOPER/SPONSOR shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts described herein and further set forth in Exhibit "D" to this Agreement.

J. DEVELOPER LIABILITY OBLIGATION

Compliance with the insurance requirements in Exhibit "D" shall not relieve the DEVELOPER/SPONSOR of its liability and obligation under this subsection or under any subsection of this contract. The contract is contingent upon receipt of the insurance documents within fifteen (15) calendar days after the Board of County Commissioners' approval. If the Insurance certificate is received within the specified period, but not in the manner prescribed in these requirements, the

DEVELOPER/SPONSOR shall be verbally notified of the deficiency and shall have an additional five (5) calendar days to submit a corrected Certificate to the County.

If the DEVELOPER/SPONSOR fails to submit the required insurance documents in the manner prescribed in these requirements within twenty (20) calendar days after the Board of County Commissioners' approval, the DEVELOPER/SPONSOR shall be in default of the terms and conditions of the contract.

K. INDEPENDENT AGENT AND EMPLOYEES

The DEVELOPER/SPONSOR agrees that it will be acting as an independent agent and that its employees are not Collier County employees and are not subject to the County provisions of law applicable to County employees relative to employments, hours of work, rates of compensation, leave, unemployment and employee benefits.

VII. ADMINISTRATIVE REQUIREMENTS

A. FINANCIAL MANAGEMENT

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

B. DOCUMENTATION AND RECORDKEEPING

1. The DEVELOPER/SPONSOR shall maintain all records required by the HOME Federal Regulations for a period of six years (6) years after expiration of this Agreement.
2. All reports, plans, surveys, information, documents, maps, and other data procedures developed, prepared, assembled, or completed by the DEVELOPER/SPONSOR for the purpose of this Agreement shall be made available to the COUNTY by the DEVELOPER/SPONSOR at any time upon request by HHVS. Upon completion of all work contemplated under this Agreement copies of all documents and records relating to this Agreement shall be surrendered to HHVS if requested.
3. The DEVELOPER/SPONSOR shall submit reports as required to assist the COUNTY in the preparation of HUD Labor Relations, WBE/MBE, Equal Opportunity Employment, and HUD Section 3 reports, pursuant to 24 CFR 570.502, 507, and 92 (3)(vi).
4. DEVELOPER/SPONSOR shall submit monthly beneficiary reports to HHVS using Exhibit "E".

5. The DEVELOPER/SPONSOR 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. DEVELOPER/SPONSOR shall maintain records showing contractor compliance with the Contract Work Hours and Work Safety Law. Similarly, the DEVELOPER/SPONSOR shall maintain records showing compliance with federal purchasing requirements and with other federal requirements for grant implementation.
6. Indirect Costs: If indirect costs are charged, the DEVELOPER/SPONSOR will develop an indirect cost allocation plan for determining the appropriate Developer's share of administrative costs and shall submit such plan to the County for approval, in a form specified by the County.
7. Failure to adequately maintain any former HOME funded project may result in the delay of processing reimbursement requests for ongoing activities or in the forfeiture of future HOME funds.
8. The DEVELOPER/SPONSOR 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.
9. The DEVELOPER/SPONSOR further agree that HHVS shall be the final arbiter on the DEVELOPER/SPONSOR's compliance with the above.

C. REPORTS, AUDITS, AND EVALUATIONS

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

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

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

E. WRITTEN APPROVALS-SUMMARY

- (1) All subcontracts and agreements proposed to be entered into by the DEVELOPER/SPONSOR pursuant to this Agreement;
- (2) All capital equipment expenditures of \$1,000 or more;
- (3) All out-of-town travel; (travel shall be reimbursed in accordance with § 112.061, *Fla. Stat.*, unless otherwise required by HOME);
- (4) All change orders; and
- (5) All requests to utilize uncommitted funds after the expiration of this agreement

- for programs described in Exhibit “A”, and
- (6) All rates of pay and pay increases paid out of HOME funds, whether for merit or cost of living.

F. PURCHASING

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

G. AUDITS AND INSPECTIONS

1. Non-profit organizations that expend \$500,000 or more annually in federal awards shall have a single or program-specific audit conducted for that year in accordance with OMB A-133. Non-profit organizations expending federal awards of \$500,000 or more under only one federal program may elect to have a program-specific audit performed in accordance with OMB A-133.
2. Non-profit organizations that expend less than \$500,000 annually in federal awards shall be exempt from an audit conducted in accordance with OMB A-133, although their records must be available for review (e.g., inspections, evaluations). These agencies are required by HHVS to submit “Reduced Scope” audits (e.g., financial audit, performance audits). They may choose, instead of a Reduced Scope Audit, to have a program audit conducted for each federal award in accordance with federal laws and regulations governing the program in which they participate.
3. When the requirements of OMB A-133 apply, or when the DEVELOPER/SPONSOR elects to comply with OMB A-133, an audit shall be conducted for each fiscal year for which federal awards attributable to this contract have been received by the DEVELOPER/SPONSOR. A copy of the audit report must be received by HHVS no later than six months following the end of the DEVELOPER/SPONSOR’s fiscal year.
4. If an audit is required by Section G of this contract, but the requirements of OMB A-133 do not apply or are not elected, the DEVELOPER/SPONSOR may choose to have an audit performed either on the basis of the DEVELOPER/SPONSOR’s fiscal year or on the basis of the period during which HHVS-federal assistance has been received. In either case, each audit shall cover a time period of not more than twelve months and an audit shall be submitted covering each assisted period until all the assistance received from this contract has been reported. Each audit shall adhere to all other audit standards of OMB A-133, as these may be limited to cover only those services undertaken pursuant to the terms of this contract. A copy of the audit report must be received by HHVS no later than six months following each audit period.

5. The DEVELOPER/SPONSOR shall maintain all contract Records in accordance with generally accepted accounting principles, procedures, and practices which shall sufficiently and properly reflect all revenues and expenditures of funds provided directly or indirectly by the County pursuant to the terms of this Agreement.

6. The DEVELOPER/SPONSOR shall include in all HHVS approved subcontracts used to engage subcontractors to carry out any eligible substantive programmatic services, as such services are described in this contract and defined by HHVS, each of the record-keeping and audit requirements detailed in this contract. HHVS shall, in its sole discretion, determine when services are eligible substantive programmatic services and subject to the audit and recordkeeping requirements described above.

H. PROGRAM-GENERATED INCOME

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

Program Income, as defined by 24 CFR 92.503 for HOME funds, may be retained by the Agency. Program Income shall be utilized to undertake activities specified in "Exhibit "A"" of this Agreement, and all provisions of this Agreement shall apply to stated activities. Any Program Income received by the DEVELOPER/SPONSOR or its sub-contractors shall be returned to the COUNTY unless the DEVELOPER/SPONSOR requests and is authorized to utilize uncommitted funds.

I. GRANT CLOSEOUT PROCEDURES

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

VIII. OTHER PROGRAM REQUIREMENTS

A. OPPORTUNITIES FOR RESIDENTS AND CIVIL RIGHTS COMPLIANCE

The DEVELOPER/SPONSOR 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.

The DEVELOPER/SPONSOR shall comply with Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). 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. Contract administration shall be handled by the DEVELOPER/SPONSOR and monitored by the COUNTY, which shall have access to all records and documents related to the project.

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

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

C. PROGRAM BENEFICIARIES

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

D. CONFLICT OF INTEREST

The DEVELOPER/SPONSOR covenants that no person who presently exercises any functions or responsibilities in connection with the Project, has any personal financial interest, direct or indirect, in the target areas or any parcels therein, which would conflict in any manner or degree with the performance of this Agreement and that no person having any conflict of interest shall be employed by or subcontracted by the DEVELOPER/SPONSOR. Any possible conflict of interest on the part of the DEVELOPER/SPONSOR or its employees shall be disclosed in writing to HHVS. (See 24 CFR 92.356).

E. PUBLIC ENTITY CRIMES

As provided in Section 287.133, *Fla. Stat.*, by entering into this Agreement or performing any work in furtherance hereof, the DEVELOPER/SPONSOR 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 Section 287.133(3) (a), *Fla. Stat.*

F. DRUG-FREE WORKPLACE REQUIREMENTS

The DEVELOPER/SPONSOR must certify that it will provide drug-free workplaces in accordance with the Drug-Free Workplace Act of 1988 (41 USC 701).

G. CERTIFICATION REGARDING LOBBYING

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all DEVELOPER/SPONSOR'S shall certify and disclose accordingly.

H. REAL PROPERTY

Any real property acquired by the DEVELOPER/SPONSOR 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 part 24, shall be subject to the provisions of the CDBG/HOME Regulations including, but not limited to, the provisions on use and disposition of property. Any real property within the DEVELOPER/SPONSOR's control, which is acquired or improved in whole or part with CDBG/HOME funds in excess of \$25,000, must adhere to the CDBG/HOME Regulations at 24 CFR 570.505.

IX. ENVIRONMENTAL CONDITIONS

The DEVELOPER/SPONSOR agrees to comply with the following requirements:

A. AIR AND WATER

1. Clean Air Act, 41 USC 7401, *et seq.*

2. Federal Water Pollution Control Act, 33 USC 1251, *et seq.*, as amended.

B. FLOOD DISASTER PROTECTION

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4002), the DEVELOPER/SPONSOR 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.

C. LEAD-BASED PAINT

The DEVELOPER/SPONSOR 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 in 24 CFR 92.355.

D. HISTORIC PRESERVATION

The DEVELOPER/SPONSOR agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 USC 470) and the procedures set forth in 36 CFR 800, Advisory Council on Historic Preservation Procedures for Protection of Historical Properties.

X. CONDITIONS FOR RELIGIOUS ORGANIZATIONS

HOME funds may not be used for religious activities or provided to primarily religious organizations. 24 CFR 92.257 specifies the limitations on HOME funds for faith based activities.

XI. REVERSION OF ASSETS

Upon expiration of the Agreement, the DEVELOPER/SPONSOR shall transfer to the COUNTY any HOME funds on hand at the time of expiration and any accounts receivable attributable to the use of HOME funds. 24 CFR 92.504(2)(vii).

XII. SEVERABILITY OF PROVISIONS

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

XIII. COUNTERPARTS OF THE AGREEMENT

This Agreement, consisting of **twenty-five (25)** enumerated pages, which include the exhibits referenced herein, shall be executed in two (2) counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument.

XIV. ENTIRE UNDERSTANDING

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

IN WITNESS WHEREOF, the Subrecipient and the County, have each, respectively, by an authorized person or agent, hereunder set their hands and seals on this _____ day of _____, 20____.

ATTEST:
DWIGHT E. BROCK, CLERK

BOARD OF COUNTY COMMISSIONERS OF
COLLIER COUNTY, FLORIDA

By: _____
FRED W. COYLE, CHAIRMAN

Dated: _____
(SEAL)

First Witness

Non Profit

By: _____
Subrecipient Signature

Type/print witness name

Type/print Subrecipient name and title

Second Witness

Type/print witness name

Approved as to form and legal sufficiency:

Jennifer B. White
Assistant County Attorney

EXHIBIT "A"

SCOPE OF SERVICES

DEVELOPER/SPONSOR

HOME

PROJECT TITLE

A. PROJECT SCOPE:

On Date, the BCC approved the HUD Action Plan allocating funding for this initiative. Home Investment Partnerships Program (HOME) funding will be used **insert here what funding is for. Sample:** to rehabilitate a minimum of four (4) foreclosed properties within Collier County, with no cap on the maximum number of houses, as funding allows.

Sample Scope : In the Action Plan for this program the intended outcome of this funding is for the rehabilitation of four (4) foreclosed homes. To clarify the use of the words "home", "house" "properties" or "units" are all intended to represent a "unit".

Any unexpended funds that may be available after four (4) homes have been rehabilitated, may be used toward rehabilitation of additional homes not to exceed \$30,000 per any one unit.

Rehabilitation activities/items may include but not be limited to, repair and/or replacement of the following: roofs, floors, ceiling, walls, structural items, doors, windows, HVAC, electrical, plumbing systems, fixtures, appliances, landscaping, irrigation systems, painting, driveways, pest control, termite treatments and other related items.

All housing rehabilitation will be performed by XXXX staff, volunteers, and future homeowners working sweat equity hours.

The project activities will meet the U.S. Department of Housing and Urban Development's national objective to increase the availability of affordable owner housing and improve access to affordable owner occupied housing.

B. BUDGET: BELOW IS FOR EXAMPLE ONLY PURPOSES

Collier County Housing, Human and Veteran Services is providing One Hundred XXXXX XXXXX Dollars (\$xxx,xxx.xx) in HOME funding for the project scope described above. The 25% matching funds requirements are being met by XXXXXXXXXXXXX in the amount of \$xx,xxx.xx which must be shown in writing as invoices are presented (i.e. 25% of every invoice is adjusted for the 25% until the \$xx,xxx.xx is met.

Line Item Description	HOME Funds	Matching Funds
Sample :Rehabilitation activities	\$ xxx,xxx.xx	\$ xx,xxx.xx
Total HOME Funding	\$ xxx,xxx.xx	
	Total Match Funding	\$xxx,xxx.xx

Any modifications to this contract shall be in compliance with the County Purchasing Policy and Administrative Procedures in effect at the time such modifications are authorized.

C. PROJECT WORK PLAN: BELOW IS FOR EXAMPLE ONLY PURPOSES

The following Project Work Plan is in effect for program monitoring requirements only and as such, is not intended to be used as a payment schedule.

Date Start	Date End	Work Plan
01/01/2011	02/02/2011	Begin Rehabilitation
01/01/2011	02/02/2011	Completion of all rehabilitation of minimum of four units

D. PAYMENT SCHEDULE: BELOW IS FOR EXAMPLE ONLY PURPOSES

The following table details the project deliverables and payment schedule.

Deliverable	Payment Schedule
Rehabilitation of a minimum of four (4) foreclosed homes	Upon monthly invoicing of allowable expenses for each rehabbed home up to 75% of the allowable expenses
Rehabilitation of additional foreclosed homes	Upon monthly invoicing of allowable expenses for each rehabbed house not to exceed \$30,000/home and up to 75% of the allowable expenses

End of Exhibit "A"

EXHIBIT "B"

**COLLIER COUNTY HOUSING, HUMAN AND VETERAN SERVICES
REQUEST FOR PAYMENT**

SECTION I: REQUEST FOR PAYMENT

DEVELOPER/SPONSOR Name: Non-profit

DEVELOPER/SPONSOR Address: Address

Project Name: Project

Project No: HM Payment Request #

Dollar Amount Requested: \$

SECTION II: STATUS OF FUNDS

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

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

Signature Date

Title

Authorizing Grant Coordinator _____

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

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

End of Exhibit B

EXHIBIT "C"

ADDITIONAL HOME GRANT REQUIREMENTS

No additional HOME requirements for this agreement

End of Exhibit C

EXHIBIT "D"

INSURANCE REQUIREMENTS

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

- (a.) Workers' Compensation as required by Chapter 440, Florida Statutes.
- (b.) Public Liability Insurance on a comprehensive basis in an amount no less than \$300,000 per occurrence for combined Bodily Injury and Property Damage. Collier County must be shown as an additional insured with respect to this coverage.
- (c.) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this contract in an amount not less than \$300,000 per occurrence for combined Bodily Injury and Property Damage.

DESIGN STAGE (IF APPLICABLE)

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

- (d.) Professional Liability Insurance in the name of the DEVELOPER/SPONSOR or the licensed design professional employed by the DEVELOPER/SPONSOR in an amount not less than \$300,000 per occurrence providing for all sums which the DEVELOPER/SPONSOR and/or the design professional shall become legally obligated to pay as damages from claims arising out of the services performed by the DEVELOPER/SPONSOR or any person employed by the DEVELOPER/SPONSOR in connection with this contract. This insurance shall be maintained for a period of two (2) years after the certificate of Occupancy is issued.

CONSTRUCTION PHASE (IF APPLICABLE)

In addition to the insurance required in (1) – (4) above, the DEVELOPER/SPONSOR shall provide or cause its Subcontractors to provide original policies indicating the following types of insurance coverage prior to any construction:

- (e.) 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 DEVELOPER/SPONSOR.

Exhibit "D", Continued

- (f.) Flood Insurance shall be provided for those properties found to be within a flood hazard zone, in an amount not less than the full replace values of the completed structure(s) or the maximum amount of coverage available through the National Flood Insurance Program (NFIP), whichever is greater. The policy will show Collier County as a Loss Payee A.T.I.M.A. This policy will be provided as such time that he buildings' walls and roof exist.

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:

- (g.) Public Liability coverage in an amount not less than \$1,000,000 per occurrence for combined Bodily Injury and Property damage. Collier County must be shown as an additional insured with respect to this coverage.
- (h.) 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.
- (i.) 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.

End of Exhibit "D"

“ATTACHMENT E”

HOME MONTHLY PROGRESS REPORT

Complete form for past month and submit to Housing, Human and Veteran Services staff by the 10th of the following month.

Status Report for Month of _____ Submittal Date: _____

Project Name Project _____

Project Number HM _____ Activity Number _____

DEVELOPER/SPONSOR: Non Profit _____

Contact Person Name, Title _____

Telephone: 239-XXX-XXXX _____ Fax: 239-XXX-XXXX _____

E-mail: _____

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

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

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

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

5. Identify any potential issues that may cause delay.

Exhibit E, Continued

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

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

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

6.

TOTAL BENEFICIARIES

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

INCOME

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

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

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

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

FEMALE HEAD OF HOUSEHOLD

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

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

Exhibit E, Continued

DEVELOPER must indicate total beneficiaries for Race AND Ethnicity

Definitions of Race:

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

Definitions of Ethnicity:

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

Tabulation Table of Race and Ethnicity Beneficiaries

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

End of Exhibit E

**AGREEMENT BETWEEN COLLIER COUNTY
AND
NON-PROFIT
NAME OF PROJECT**

Catalog of Federal Domestic Assistance # 14.239
HUD Grant # M-11-UC-12-0017

THIS AGREEMENT is made and entered into by and between Collier County, a political subdivision of the State of Florida, ("COUNTY") and Non-Profit" a private not-for-profit corporation existing under the laws of the State of Florida, having its principal office at Address, and its Federal Tax Identification number as XX-XXXXXXX & DUNS #XXXXXXXXXX, ("DEVELOPER/SPONSOR").

WHEREAS, the COUNTY is the recipient of HOME Investment Partnerships (HOME) Program funds from the United States Department of Housing and Urban Development (HUD) as provided by the Cranston-Gonzalez National Affordable Housing Act, as amended; and

WHEREAS, the DEVELOPER/SPONSOR has been certified with the COUNTY as a CHDO, and has submitted an application for use of CHDO funds for a CHDO-eligible project under HOME regulations; and

WHEREAS, the Board of County Commissioners of Collier County approved the Collier County Consolidated Plan One-Year Action Plan for Federal Fiscal Year 2010-2011 for the HOME Program for April 27, 2010-Agenda Item 16D15; and

WHEREAS, HUD has approved the County's Consolidated Plan One-Year Action Plan for Federal Fiscal Year 2010-2011 for the HOME Program and the use of the HOME funds for the activities identified in the Plan; and

WHEREAS, the COUNTY and the DEVELOPER/SPONSOR desire to provide the activities specified in this Agreement, in accord with the approved One-Year Action Plan; and

WHEREAS, the COUNTY desires to engage the DEVELOPER/SPONSOR to implement such undertakings of the HOME Program as a valid and worthwhile County purpose.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained, the Parties agree as follows:

I. DEFINITIONS

- (A) "COUNTY" means Collier County, and where applicable, it's authorized representative(s).
- (B) "HOME" is the HOME Investment Partnerships Program as described in 24 CFR Part 92, under the authority of 42 USC 3535(d) and 12701 - 12839.
- (C) "HHVS" means the Department of Housing, Human and Veteran Services.
- (D) "DEVELOPER/SPONSOR" means the NAME OF SUBRECIPIENT
- (E) "HHVS APPROVAL" means the written approval of the Housing, Human and Veteran Services Department or designee.

- (F) "HUD" means the Secretary of the U.S. Department of Housing and Urban Development or a person authorized to act on its behalf.
- (G) "Low and moderate income persons" means the definition set by HUD.
- (H) "PROJECT" means the work to be performed as set forth in Exhibit "A".
- (I) "AGENCY" means HHVS, the HOME administering Agency of Collier County. For the purpose of this Agreement and all administration of HOME funds, the AGENCY shall act on behalf of the COUNTY in the execution and fiscal and programmatic control of this agreement.
- (J) "FEE" is the amount of money the COUNTY agrees to pay and the DEVELOPER/SPONSOR agrees to accept as payment in full for all the professional and technical services rendered pursuant to this Agreement to complete the WORK as further defined in Section III, Scope of Work.
- (K) "WORK" - is all the professional and technical services to be rendered or provided by the DEVELOPER/SPONSOR as described here.
- (L) CHDO – means a Community Housing Development Organization (CHDO).

II. SCOPE OF SERVICES

The DEVELOPER/SPONSOR shall, in a satisfactory and proper manner, as determined by HHVS, perform the tasks necessary to conduct the program outlined in Exhibit "A," and shall submit each request for reimbursement using Exhibit "B" along with the monthly submission of Exhibit "E," all of which are attached hereto and made a part hereof.

III. TIME OF PERFORMANCE

The effective date of this Agreement between **INSERT SUBRECIPIENT** and Collier County shall be **MONTH, DATE, YEAR**. Subrecipients are authorized to incur eligible expenses after that date and prior to execution of this Agreement subject to HHVS approval. The services of the DEVELOPER/SPONSOR shall be undertaken and completed in light of the purposes of this Agreement. In any event, all services required hereunder shall be completed by the DEVELOPER/SPONSOR prior to **INSERT DATE , 2012**. Any funds not obligated by the expiration date of this Agreement shall automatically revert to the COUNTY, as set forth in Section XI below.

IV. CONSIDERATION AND LIMITATION OF COSTS

The DEVELOPER/SPONSOR shall be reimbursed by the COUNTY using federal funds for allowable costs, determined by COUNTY, in an amount not to exceed **INSERT AMOUNT** ZERO THOUSAND ZERO HUNDRED ZERO DOLLARS AND 00 CENTS (\$00,000.00) for the services described in Exhibit "A."

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

V. NOTICES

All notices required to be given under this Agreement shall be sufficient when delivered to HHVS at its office, presently located at 3339 Tamiami Trail East, Bldg H, Suite 211, Naples, Florida 34112, and to the DEVELOPER/SPONSOR when delivered to its office at the address listed on page one of this Agreement.

VI. GENERAL CONDITIONS

A. IMPLEMENTATION OF PROJECT

The DEVELOPER/SPONSOR shall implement this Agreement in accordance with applicable Federal, State, and County laws, ordinances and codes and with the procedures outlined in HHVS' Policies and Procedures memoranda.

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

B. DEBARMENT

The DEVELOPER/SPONSOR 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 DEVELOPER/SPONSOR 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.

C. LOCAL AND FEDERAL RULES, REGULATIONS AND LAWS

The SUBRECIPIENT agrees to comply with any applicable laws, ordinances, regulations and orders of the State, local and Federal governments, including, but not limited to:

1. 24 CFR Part 92.206, HOME Investment Partnership Program - The regulations governing the disbursement of HOME funds.
2. 24 CFR 58 - The regulations prescribing the Environmental Review procedure.
3. Title VI of the 1984 Civil Rights Act, 42 USC § 2000d, *et. seq.*
4. 24 CFR 107 - The regulations issued pursuant to Executive Order 11063 which prohibits discrimination and promotes equal opportunity in housing.
5. 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.

6. Title VII of the 1968 Civil Rights Act as amended by the Equal Employment Opportunity Act of 1972, 42 USC § 2000e, *et. seq.*
7. 24 CFR 135 – Regulations outlining requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended.
8. Age Discrimination Act of 1975.
9. Contract Work Hours and Safety Standards Act, 40 USC 327-332.
10. Section 504 of the Rehabilitation Act of 1973, 29 USC 776(b)(5).
11. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.
12. 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)).
13. Executive Order 11914 - Prohibits discrimination with respect to the handicapped in federally assisted projects.
14. 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.
15. Public Law 100-430 - the Fair Housing Amendments Act of 1988.
16. OMB Circular A-133 - concerning annual audits.
17. OMB Circular A-122 - which identifies cost principles.
18. 24 CFR 84 - Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.
19. 24 CFR 85- Uniform Administrative Requirements for Grants and Agreements to State and Local Governments.
20. Immigration Reform and Control Act of 1986 as located at 8 USC 1324, *et seq.* and regulations relating thereto. Failure by the SUBRECIPIENT to comply with the laws referenced herein shall constitute a breach of this agreement, and the County shall have the discretion to unilaterally terminate this agreement immediately.

21. Chapter 112, *Florida Statutes*.
22. Prohibition Of Gifts To County Employees - No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any County employee, as set forth in Chapter 112, Part III, *Florida Statutes*, Collier County Ethics Ordinance No. 2004-05, as amended, and County Administrative Procedure 5311.
23. Order of Precedence - In the event of any conflict between or among the terms of any of the Contract Documents, the terms of the Agreement shall take precedence over the terms of all other Contract Documents, except the terms of any Supplemental Conditions shall take precedence over the Agreement. To the extent any conflict in the terms of the Contract Documents cannot be resolved by application of the Supplemental Conditions, if any, or the Agreement, the conflict shall be resolved by imposing the more strict or costly obligation under the Contract Documents upon the Contractor at Owner's discretion.
24. Venue - Any suit or 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, Florida, which courts have sole and exclusive jurisdiction on all such matters.
25. 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. The negotiation 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. The 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 at mediation to COUNTY'S board for approval. Should either party fail to submit to mediation as required hereunder, the other party may obtain a court order requiring mediation under § 44.102, *Fla. Stat.*

D. SUBCONTRACTS

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

This review also includes ensuring that all consultant contracts and fee schedules meet the minimum standards as established by the Collier County Purchasing Department, Florida Statutes, and HUD. Reimbursements for such services will be made at DEVELOPER/SPONSOR cost. None of the work or services covered by this Agreement, including but not limited to consultant work or services, shall be subcontracted by the DEVELOPER/SPONSOR or reimbursed by the COUNTY without prior written approval of the HHVS or its designee.

E. AMENDMENTS

This Agreement, and any exhibit or attachment, may be amended only by written agreement executed by the governing boards of both parties, except that County representative(s) may approve adjustments between line item amounts, scope clarifications, or an extension of time and schedule that do not change the project, or exceed the amount funded by the County, as stated herein. Any modifications to this contract shall be in compliance with the County Purchasing Policy and Administrative Procedures in effect at the time such modifications are authorized.

F. INDEMNIFICATION

To the maximum extent permitted by Florida law, the DEVELOPER/SPONSOR shall indemnify and hold harmless Collier County, its officers and employees from any and all liabilities, damages, losses and costs, 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 DEVELOPER/SPONSOR or anyone employed or utilized by the DEVELOPER/SPONSOR 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. 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*.

G. GRANTEE RECOGNITION

All facilities purchased or constructed pursuant to this Agreement shall be clearly identified as to funding source. The DEVELOPER/SPONSOR will include a reference to the financial support herein provided by HHVS in all publications and publicity. In addition, the DEVELOPER/SPONSOR will make a good faith effort to recognize HHVS' support for all activities made possible with funds made available under this Agreement. The DEVELOPER/SPONSOR will mount a temporary construction sign for projects funded by HHVS. This design concept is intended to disseminate key information regarding the development team as well as Equal Housing Opportunity to the general public. The construction sign shall comply with applicable County codes.

H. TERMINATION

In event of termination for any of the reasons identified in sub-sections 1-3 as follows, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared, and capital equipment secured by the DEVELOPER/SPONSOR with funds under this Agreement shall be returned

to HHVS or the COUNTY. In the event of termination, the DEVELOPER/SPONSOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Contract by the DEVELOPER/SPONSOR, and the COUNTY may withhold any payment to the DEVELOPER/SPONSOR for set-off purposes until such time as the exact amount of damages due to the COUNTY from the DEVELOPER/SPONSOR is determined.

1. TERMINATION FOR CAUSE

If through any cause either party shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement in whole or part by giving written notice of such termination to the other party and specifying therein the effective date of termination. (See 24 CFR 85.43.)

2. TERMINATION FOR CONVENIENCE

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party. Upon termination, the COUNTY shall pay the DEVELOPER/SPONSOR for services rendered pursuant to this Agreement through and including the date of termination. (See 24 CFR 85.44.)

3. TERMINATION DUE TO CESSATION

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

I. INSURANCE

DEVELOPER/SPONSOR shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts described herein and further set forth in Exhibit "D" to this Agreement.

J. DEVELOPER LIABILITY OBLIGATION

Compliance with the insurance requirements in Exhibit "D" shall not relieve the DEVELOPER/SPONSOR of its liability and obligation under this subsection or under any subsection of this contract. The contract is contingent upon receipt of the insurance documents within fifteen (15) calendar days after the Board of County Commissioners' approval. If the Insurance certificate is received within the specified period, but not in the manner prescribed in these requirements, the DEVELOPER/SPONSOR shall be verbally notified of the deficiency and shall have an additional five (5) calendar days to submit a corrected Certificate to the County.

If the DEVELOPER/SPONSOR fails to submit the required insurance documents in the manner prescribed in these requirements within twenty (20) calendar days after the Board of County Commissioners' approval, the DEVELOPER/SPONSOR shall be in default of the terms and conditions of the contract.

K. INDEPENDENT AGENT AND EMPLOYEES

The DEVELOPER/SPONSOR agrees that it will be acting as an independent agent and that its employees are not Collier County employees and are not subject to the County provisions of law applicable to County employees relative to employments, hours of work, rates of compensation, leave, unemployment and employee benefits.

VII. ADMINISTRATIVE REQUIREMENTS

A. FINANCIAL MANAGEMENT

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

B. DOCUMENTATION AND RECORDKEEPING

1. The DEVELOPER/SPONSOR shall maintain all records required by the HOME Federal Regulations for a period of six years (6) years after expiration of this Agreement.
2. All reports, plans, surveys, information, documents, maps, and other data procedures developed, prepared, assembled, or completed by the DEVELOPER/SPONSOR for the purpose of this Agreement shall be made available to the COUNTY by the DEVELOPER/SPONSOR at any time upon request by HHVS. Upon completion of all work contemplated under this Agreement copies of all documents and records relating to this Agreement shall be surrendered to HHVS if requested.
3. The DEVELOPER/SPONSOR shall submit reports as required to assist the COUNTY in the preparation of HUD Labor Relations, WBE/MBE, Equal Opportunity Employment, and HUD Section 3 reports, pursuant to 24 CFR 570.502, 507, and 92 (3)(vi).
4. DEVELOPER/SPONSOR shall submit monthly beneficiary reports to HHVS using Exhibit "E".
5. The DEVELOPER/SPONSOR 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. DEVELOPER/SPONSOR shall maintain records showing contractor compliance with the Contract Work Hours and Work Safety Law. Similarly, the DEVELOPER/SPONSOR shall maintain records showing compliance with federal purchasing requirements and with other federal requirements for grant implementation.
6. Indirect Costs: If indirect costs are charged, the Developer will develop an indirect cost allocation plan for determining the appropriate Developer's share of administrative

costs and shall submit such plan to the County for approval, in a form specified by the County.

7. Failure to adequately maintain any former HOME funded project may result in the delay of processing reimbursement requests for ongoing activities or in the forfeiture of future HOME funds.
8. The DEVELOPER/SPONSOR 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.
9. The DEVELOPER/SPONSOR further agree that HHVS shall be the final arbiter on the DEVELOPER/SPONSOR's compliance with the above.

C. REPORTS, AUDITS, AND EVALUATIONS

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

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

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

E. WRITTEN APPROVALS-SUMMARY

- (1) All subcontracts and agreements proposed to be entered into by the DEVELOPER/SPONSOR pursuant to this Agreement;
- (2) All capital equipment expenditures of \$1,000 or more;
- (3) All out-of-town travel; (travel shall be reimbursed in accordance with § 112.061, *Fla. Stat.*, unless otherwise required by HOME);
- (4) All change orders; and
- (5) All requests to utilize uncommitted funds after the expiration of this agreement for programs described in Exhibit "A", and
- (6) All rates of pay and pay increases paid out of HOME funds, whether for merit or cost of living.

F. PURCHASING

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

G. AUDITS AND INSPECTIONS

1. Non-profit organizations that expend \$500,000 or more annually in federal awards shall have a single or program-specific audit conducted for that year in accordance with OMB A-133. Non-profit organizations expending federal awards of \$500,000 or more under only one federal program may elect to have a program-specific audit performed in accordance with OMB A-133.
2. Non-profit organizations that expend less than \$500,000 annually in federal awards shall be exempt from an audit conducted in accordance with OMB A-133, although their records must be available for review (e.g., inspections, evaluations). These agencies are required by HHVS to submit "Reduced Scope" audits (e.g., financial audit, performance audits). They may choose, instead of a Reduced Scope Audit, to have a program audit conducted for each federal award in accordance with federal laws and regulations governing the program in which they participate.
3. When the requirements of OMB A-133 apply, or when the DEVELOPER/SPONSOR elects to comply with OMB A-133, an audit shall be conducted for each fiscal year for which federal awards attributable to this contract have been received by the DEVELOPER/SPONSOR. A copy of the audit report must be received by HHVS no later than six months following the end of the DEVELOPER/SPONSOR's fiscal year.
4. If an audit is required by Section G of this contract, but the requirements of OMB A-133 do not apply or are not elected, the DEVELOPER/SPONSOR may choose to have an audit performed either on the basis of the DEVELOPER/SPONSOR's fiscal year or on the basis of the period during which HHVS-federal assistance has been received. In either case, each audit shall cover a time period of not more than twelve months and an audit shall be submitted covering each assisted period until all the assistance received from this contract has been reported. Each audit shall adhere to all other audit standards of OMB A-133, as these may be limited to cover only those services undertaken pursuant to the terms of this contract. A copy of the audit report must be received by HHVS no later than six months following each audit period.
5. The DEVELOPER/SPONSOR shall maintain all contract Records in accordance with generally accepted accounting principles, procedures, and practices which shall sufficiently and properly reflect all revenues and expenditures of funds provided directly or indirectly by the County pursuant to the terms of this Agreement.

6. The DEVELOPER/SPONSOR shall include in all HHVS approved subcontracts used to engage subcontractors to carry out any eligible substantive programmatic services, as such services are described in this contract and defined by HHVS, each of the record-keeping and audit requirements detailed in this contract. HHVS shall, in its sole discretion, determine when services are eligible substantive programmatic services and subject to the audit and recordkeeping requirements described above.

H. PROGRAM-GENERATED INCOME

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

Program Income, as defined by 24 CFR 92.503 for HOME funds, may be retained by the Agency. Program Income shall be utilized to undertake activities specified in "Exhibit "A"" of this Agreement, and all provisions of this Agreement shall apply to stated activities. Any Program Income received by the DEVELOPER/SPONSOR or its sub-contractors shall be returned to the COUNTY unless the DEVELOPER/SPONSOR requests and is authorized to utilize uncommitted funds.

I. GRANT CLOSEOUT PROCEDURES

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

VIII. OTHER PROGRAM REQUIREMENTS

A. OPPORTUNITIES FOR RESIDENTS AND CIVIL RIGHTS COMPLIANCE

The DEVELOPER/SPONSOR 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 DEVELOPER/SPONSOR shall comply with the Section 3 of the Housing and Community Development Act of 1968.

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

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

C. PROGRAM BENEFICIARIES

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

D. CONFLICT OF INTEREST

The DEVELOPER/SPONSOR covenants that no person who presently exercises any functions or responsibilities in connection with the Project, has any personal financial interest, direct or indirect, in the target areas or any parcels therein, which would conflict in any manner or degree with the performance of this Agreement and that no person having any conflict of interest shall be employed by or subcontracted by the DEVELOPER/SPONSOR. Any possible conflict of interest on the part of the DEVELOPER/SPONSOR or its employees shall be disclosed in writing to HHVS. (See 24 CFR 92.356).

E. PUBLIC ENTITY CRIMES

As provided in Section 287.133, *Fla. Stat.*, by entering into this Agreement or performing any work in furtherance hereof, the DEVELOPER/SPONSOR 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 Section 287.133(3) (a), *Fla. Stat.*

F. DRUG-FREE WORKPLACE REQUIREMENTS

The DEVELOPER/SPONSOR must certify that it will provide drug-free workplaces in accordance with the Drug-Free Workplace Act of 1988 (41 USC 701).

G. CERTIFICATION REGARDING LOBBYING

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all DEVELOPER/SPONSOR'S shall certify and disclose accordingly.

H. REAL PROPERTY

Any real property acquired by the DEVELOPER/SPONSOR 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 part 24, shall be subject to the provisions of the CDBG/HOME Regulations including, but not limited to, the provisions on use and disposition of property. Any real property within the DEVELOPER/SPONSOR's control, which is acquired or improved in whole or part with CDBG/HOME funds in excess of \$25,000, must adhere to the CDBG/HOME Regulations at 24 CFR 570.505.

IX. ENVIRONMENTAL CONDITIONS

The DEVELOPER/SPONSOR agrees to comply with the following requirements:

A. AIR AND WATER

1. Clean Air Act, 41 USC 7401, *et seq.*
2. Federal Water Pollution Control Act, 33 USC 1251, *et seq.*, as amended.

B. FLOOD DISASTER PROTECTION

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4002), the DEVELOPER/SPONSOR 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.

C. LEAD-BASED PAINT

The DEVELOPER/SPONSOR 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 in 24 CFR 92.355.

D. HISTORIC PRESERVATION

The DEVELOPER/SPONSOR agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 USC 470) and the procedures set forth in 36 CFR 800, Advisory Council on Historic Preservation Procedures for Protection of Historical Properties.

X. CONDITIONS FOR RELIGIOUS ORGANIZATIONS

HOME funds may not be used for religious activities or provided to primarily religious organizations. 24 CFR 92.257 specifies the limitations on HOME funds for faith based activities.

XI. REVERSION OF ASSETS

Upon expiration of the Agreement, the DEVELOPER/SPONSOR shall transfer to the COUNTY any HOME funds on hand at the time of expiration and any accounts receivable attributable to the use of HOME funds. 24 CFR 92.504(2)(vii).

XII. SEVERABILITY OF PROVISIONS

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

XIII. COUNTERPARTS OF THE AGREEMENT

This Agreement, consisting of **twenty-five (25)** enumerated pages, which include the exhibits referenced herein, shall be executed in two (2) counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument.

XIV. ENTIRE UNDERSTANDING

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

IN WITNESS WHEREOF, the Developer and the County, have each, respectively, by an authorized person or agent, hereunder set their hands and seals on this _____ day of _____, 20__.

ATTEST:
DWIGHT E. BROCK, CLERK

BOARD OF COUNTY COMMISSIONERS OF
COLLIER COUNTY, FLORIDA

By: _____
FRED W. COYLE, CHAIRMAN

Dated: _____
(SEAL)

First Witness

INSERT NAME OF SUBRECIPIENT

By: _____
Subrecipient Signature

Type/print witness name

Name, Title
Type/print Subrecipient name and title

Second Witness

Type/print witness name

Approved as to form and legal sufficiency:

Jennifer B. White
Assistant County Attorney

EXHIBIT "A"

SCOPE OF SERVICES
HOME – CHDO INSERT NAME OF PROEJCT
INSERT NAME OF SUBRECIPIENT

A. PROJECT SCOPE:

On April 27, 2010, the BCC approved the HUD Action Plan allocating funding for this initiative. Home Investment Partnerships Program (HOME) funding will be used for
XX.

In the Action Plan for this program the intended outcome of this funding is to INSERT WHAT IS TO BE PROVIDED.

Funds will be used for
XX
XX
XX.

The project activities will meet the U.S. Department of Housing and Urban Development’s national objective to pay operating costs and build the CHDO’s capacity to develop successful affordable housing projects and programs.

B. BUDGET:

Collier County Housing, Human and Veteran Services is providing INSERT AMOUNT ZERO ZERO Thousand ZERO Hundred ZERO Dollars (\$00,000.00) in HOME funding for the project scope described above.

Line Item Description	HOME Funds
	\$00,000.00
<u>Operating expenses</u>	\$ 0,000.00
Total	<u>\$00,000.00</u>

Any modifications to this contract shall be in compliance with the County Purchasing Policy and Administrative Procedures in effect at the time such modifications are authorized.

C. PROJECT WORK PLAN:

The following Project Work Plan is in effect for program monitoring requirements only and as such, is not intended to be used as a payment schedule.

Date Start	Date End	Work Plan
		Continue implementing the housing programs. Provide all reports to HHVS as required.

D. PAYMENT SCHEDULE:

The following table details the project deliverables and payment schedule.

Deliverable	Payment Schedule
CHDO Operating Expenses OR CHDO SET-ASIDE EXPENSES	Upon monthly invoicing of allowable expenses

End of Exhibit "A"

EXHIBIT "B"

**COLLIER COUNTY HOUSING, HUMAN AND VETERAN SERVICES
REQUEST FOR PAYMENT**

SECTION I: REQUEST FOR PAYMENT

DEVELOPER/SPONSOR Name: INSERT NAME OF SUBRECIPIENT)

DEVELOPER/SPONSOR Address: ADDRESS

Project Name: CHDO

Project No: HM11- Payment Request #

Dollar Amount Requested: \$

SECTION II: STATUS OF FUNDS

1. Grant Amount Awarded	\$	<u>00,000</u>
2. Sum of Past Claims Paid on this Account	\$	<u></u>
3. Total Grant Amount Awarded Less Sum Of Past Claims Paid on this Account	\$	<u></u>
4. Amount of Previous Unpaid Requests	\$	<u></u>
5. Amount of Today's Request	\$	<u></u>
6. Current Grant Balance (Initial Grant Amount Awarded Less Sum of <u>all</u> requests)	\$	<u></u>

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

<u>Signature</u>	<u>Date</u>
<u>Title</u>	

Authorizing Grant Coordinator

Supervisor (approval authority under \$14,999)

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

End of Exhibit B

EXHIBIT “C”

ADDITIONAL HOME GRANT REQUIREMENTS

No additional HOME requirements for this agreement

End of Exhibit C

EXHIBIT “D”

INSURANCE REQUIREMENTS

The DEVELOPER/SPONSOR shall furnish to Collier County, c/o Housing, Human and Veteran Services Department, 3301 E Tamiami Trail, Bldg H Suite 211, Naples, Florida 34112, Certificate(s) of Insurance evidencing insurance coverage that meets the requirements as outlined below:

- (a.) Workers’ Compensation as required by Chapter 440, Florida Statutes.
- (b.) Public Liability Insurance on a comprehensive basis in an amount no less than \$300,000 per occurrence for combined Bodily Injury and Property Damage. Collier County must be shown as an additional insured with respect to this coverage.
- (c.) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this contract in an amount not less than \$300,000 per occurrence for combined Bodily Injury and Property Damage.

DESIGN STAGE (IF APPLICABLE)

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

- (d.) Professional Liability Insurance in the name of the DEVELOPER/SPONSOR or the licensed design professional employed by the DEVELOPER/SPONSOR in an amount not less than \$300,000 per occurrence providing for all sums which the DEVELOPER/SPONSOR and/or the design professional shall become legally obligated to pay as damages from claims arising out of the services performed by the DEVELOPER/SPONSOR or any person employed by the DEVELOPER/SPONSOR in connection with this contract. This insurance shall be maintained for a period of two (2) years after the certificate of Occupancy is issued.

CONSTRUCTION PHASE (IF APPLICABLE)

In addition to the insurance required in (1) – (4) above, the DEVELOPER/SPONSOR shall provide or cause its Subcontractors to provide original policies indicating the following types of insurance coverage prior to any construction:

- (e.) 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 DEVELOPER/SPONSOR.

Exhibit “D”, Continued

- (f.) Flood Insurance shall be provided for those properties found to be within a flood hazard zone, in an amount not less than the full replace values of the completed structure(s) or the maximum amount of coverage available through the National Flood Insurance Program (NFIP), whichever is greater. The policy will show Collier County as a Loss Payee A.T.I.M.A. This policy will be provided as such time that he buildings’ walls and roof exist.

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:

- (g.) Public Liability coverage in an amount not less than \$1,000,000 per occurrence for combined Bodily Injury and Property damage. Collier County must be shown as an additional insured with respect to this coverage.
- (h.) 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.
- (i.) 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.

End of Exhibit “D”

“ATTACHMENT E”

HOME MONTHLY PROGRESS REPORT

Complete form for past month and submit to Housing, Human and Veteran Services staff by the 10th of the following month.

Status Report for Month of _____ Submittal Date: _____

Project Name _____ CHDO - _____

Project Number _____ HM11- _____ Activity Number _____

DEVELOPER/SPONSOR/SUBRECIPIENT: _____ INSERT NAME _____

Contact Person _____

Telephone: _____ Fax: _____

E-mail: _____

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

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

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

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

5. Identify any potential issues that may cause delay.

Exhibit E, Continued

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

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

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

TOTAL BENEFICIARIES

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

INCOME

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

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

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

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

FEMALE HEAD OF HOUSEHOLD

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

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

Exhibit E, Continued

DEVELOPER must indicate total beneficiaries for Race AND Ethnicity

Definitions of Race:

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

Definitions of Ethnicity:

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

Tabulation Table of Race and Ethnicity Beneficiaries

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

End of Exhibit E

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing -- The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential antidisplacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

Drug Free Workplace -- It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will -
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted:
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

Anti-Lobbying -- To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction -- The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan -- The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.


 Fred W Coyle
 Chairman, Collier County Board of County Commissioners

 Date

ATTEST:
DWIGHT E. BROCK, Clerk

By: _____

Approved as to form & legal Sufficiency



 Assistant County Attorney
 JENNIFER S. WHITE

Specific CDBG Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

Following a Plan -- It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. **Maximum Feasible Priority.** With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);
2. **Overall Benefit.** The aggregate use of CDBG funds including section 108 guaranteed loans during program year 2011-2012, shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;
3. **Special Assessments.** It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements. However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

Compliance With Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, subparts A, B, J, K and R;

Compliance with Laws -- It will comply with applicable laws.

Fred W Coyle

Date

Chairman, Collier County Board of County Commissioners

Approved as to form & legal Sufficiency

ATTEST:
DWIGHT E. BROCK, Clerk

By: _____

J B White
Assistant County Attorney

JENNIFER B. WHITE

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If the participating jurisdiction intends to provide tenant-based rental assistance:

The use of HOME funds for tenant-based rental assistance is an essential element of the participating jurisdiction's consolidated plan for expanding the supply, affordability, and availability of decent, safe, sanitary, and affordable housing.

Eligible Activities and Costs -- it is using and will use HOME funds for eligible activities and costs, as described in 24 CFR § 92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in § 92.214.

Appropriate Financial Assistance -- before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing.

Fred W Coyle
Chairman, Collier County Board of County Commissioners

Date

ATTEST:
DWIGHT E. BROCK, Clerk

By: _____

Approved as to form & legal Sufficiency

J B White

Assistant County Attorney

JENNIFER B. WHITE

ESG Certifications

The Emergency Shelter Grantee certifies that:

Major rehabilitation/conversion - It will maintain any building for which assistance is used under the ESG program as a shelter for homeless individuals and families for at least 10 years. If the jurisdiction plans to use funds for rehabilitation (other than major rehabilitation or conversion), the applicant will maintain any building for which assistance is used under the ESG program as a shelter for homeless individuals and families for at least 3 years.

Essential Services and Operating Costs - Where assistance involves essential services or maintenance, operation, insurance, utilities and furnishings, it will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure as long as the same general population is served.

Renovation - Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services - It will assist homeless individuals in obtaining appropriate supportive services, including permanent housing, medical and mental health treatment, counseling, supervision, and other services essential for achieving independent living, and other Federal State, local, and private assistance.

Matching Funds - It will obtain matching amounts required under 24 CFR 576.51.

Confidentiality - It will develop and implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement - To the maximum extent practicable, it will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, operating facilities, and providing services assisted through this program.

Consolidated Plan - It is following a current HUD-approved Consolidated Plan or CHAS.

Discharge Policy - It has established a policy for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons.

HMIS - It will comply with HUD's standards for participation in a local Homeless Management Information System and the collection and reporting of client-level information.

Fred W Coyle
Chairman, Collier County Board of County Commissioners

Date

ATTEST:
DWIGHT E. BROCK, Clerk

By: _____

Approved as to form & legal Sufficiency

J B White

Assistant County Attorney
JENNIFER B. WHITE

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS:

A. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

B. Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.
2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).
5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).
6. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)
3339 E Tamiami Trail Suite 211
Naples, Collier County, FL 34112

Check _____ if there are workplaces on file that are not identified here.

The certification with regard to the drug-free workplace is required by 24 CFR part 24, subpart F.

7. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

RESOLUTION NO. 2011 - _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, APPROVING: A FIVE-YEAR CONSOLIDATED PLAN FOR FISCAL YEAR 2011-2015, A REVISED CITIZEN PARTICIPATION PLAN, A ONE-YEAR ACTION PLAN FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), HOME INVESTMENT PARTNERSHIPS (HOME) AND EMERGENCY SHELTER GRANT (ESG) PROGRAMS FY 2011-2012; AUTHORIZING THE CHAIR TO EXECUTE REQUIRED HUD CERTIFICATIONS; AND AUTHORIZING TRANSMITTAL OF THE PLANS TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the United States Department of Housing and Urban Development (HUD) requires a Five-Year Consolidated Plan and One-Year Action Plan be developed and submitted as an application for planning and funding of Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Shelter Grant (ESG) Programs; and

WHEREAS, the overall goal of the community planning and development programs covered by this plan is to develop viable communities by providing decent, affordable housing, a suitable living environment and expanding economic opportunities for low and moderate-income persons; and

WHEREAS, the Five-Year Consolidated Plan for FY 2011-2015 AND One-Year Action Plan for FY2011-2012 was developed following the Collier County Citizen Participation Plan, adopted January 9, 2001; and

WHEREAS, the FY 2011-2012 One-Year Action Plan will serve as a planning document for Collier County; an application for federal funds under the HUD formula grant programs; a strategy to be followed in carrying out the HUD programs; and an action plan that provides a basis for assessing performances.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY

COMMISSIONERS OF COLLIER COUNTY, FLORIDA, that:

1. The Board of County Commissioners of Collier County approves the Five-Year Consolidated Plan for FY2011-2015 and the FY2011-2012 One-Year Action Plan for the CDBG, HOME, and ESG Programs, which is attached and incorporated herein by reference, and authorizes the Housing, Human and Veteran Services Department to transmit the Plans to the proper funding authority and take all necessary actions for implementation of the CDBG, HOME, and ESG programs.

2. The Chairman of the Board of County Commissioners is authorized to execute certifications pertaining to the Consolidated Plan and Action Plan on behalf of the County.

3. The One-Year Action Plan sets forth the dollar amounts estimated for each activity to be funded by the CDBG, HOME, and ESG Programs. A copy of the proposed projects, funding and beneficiaries is included in the Executive Summary and incorporated by reference based on the template included in the document. Accordingly, the Subrecipient Agreement for all CDBG, HOME and ESG projects will be subsequently entered into on behalf of Collier County and each such Agreement is hereby acknowledged as providing for a valid public and worthwhile County purpose. Based on these findings, the Board of County Commissioners is authorized to approve CDBG, HOME, and ESG Subrecipient Agreements to implement each such Activity, so long as: 1) each such Subrecipient Agreement conforms to the format of the attached standard contract in the Appendix, adopted and incorporated by reference, and 2) the dollar amount of each Activity and corresponding Subrecipient Agreement is consistent with targeted areas outlined in the One-Year Action Plan, referenced above. Subrecipient Agreements and any amendments thereto must be brought to the Board for consideration in compliance with the Purchasing Policy of Collier County, Florida. 3) Citizen

participation Plan outline the timing, steps and methods in which the public will be notified of actions or change to HUD related plans and activities.

This Resolution adopted this _____ day of July 26, 2011, after motion, second and majority vote favoring same.

ATTEST:
DWIGHT E. BROCK, CLERK

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
FRED W. COYLE, CHAIRMAN

Approved as to form and
legal sufficiency:

J B White *JBW*
Jennifer B. White, Assistant County Attorney

Collier County Housing and Human Services
1ST DRAFT ACTION PLAN TIMELINE FOR PROGRAM YEAR 2011-2012

Date	Day	Action/Event
March 2, 2011	WED	Send invitation/press release to non profits re: workshops date time and location
		Staff Updates Applications, Applications Available Online and Via Email 3/18/2011
March 18, 2011	FRI	Application available online and by email
March 21, 2011	MON	Grant Application Workshop @ Golden Gate Library
March 22, 2011	TUE	Grant Application Workshop @ Immokalee
Mach 14-April 31, 2011		Technical Assistance and One on One Counseling Available
April 1, 2011	FRI	Grant Applications Due @ 2:00 p.m.
April 1, 2011		Begin Annual Action Plan.
April 4-18, 2011		Staff Review, Evaluation, and Preliminary Scoring of Applications
April 19-22, 2011	TUE-FRI	Preliminary Scoring and Cure Period.
May 9, 2011	MON	HHS Summary of Applications Received to AHAC *2d Mon in Month
May 24, 2011	TUES	Announce Final Scoring and Ranking of Grant Applications.
May 24, 2011	TUES	Conditional Award Letters/Denial Letters Out
May 26 2011	THU	Ads to NDN & Imm. Bulletin
June 7, 2011	TUES	Annual Action Plan 30 Day Public Comment Period Begins.
June 13, 2011	MON	Draft Annual Action Plan, AHAC, 1st Public Hearing *2d Mon in Month
June 17, 2011	FRI	Public Comment Meeting
June 27, 2011	MON	TENT: PSD NOVUS deadline for 7/26/2011 BCC Meeting
July 1, 2011	FRI	Sire Level 1 Approval Deadline
July 7, 2011	THU	Annual Action Plan 30 Day Public Comment Period ENDS.
July 8, 2011	FRI	SIRE Deadline to M. RAMSEY
July 26, 2011	TUE	Annual Action Plan, BCC Approval, 2nd Public Hearing. *4th Tue in Month
August 15, 2011	MON	Annual Action Plan MUST be @ HUD.
September 12, 2011	MON	TENT: PSD NOVUS deadline for 10/11/11 Meeting
October 1, 2011	SAT	2011 Entitlement Funding Begins
October 11, 2011	TUE	HUD Funds Receipts & Agreements to BCC for Approval (Tent) *2d Tue in Month



Public Comment Meeting Notice

Collier County Housing, Human & Veteran Services (HHVS) will be hosting a series of community information meetings in September to gather input from **citizens, nonprofit social service and housing organizations and other interested parties** regarding the housing needs and community and economic development needs of low and moderate income residents.

The following community meetings are open to the public and nonprofit service providers and other interested individuals are encouraged to attend:

River Park Community Center
301 11th Street North
Naples, FL
10:00-12:00 am.
Wednesday September 15, 2010

Golden Gate Community Center
4701 Golden Gate Parkway
Naples, FL
4:00-6:00 pm
Wednesday, September 15, 2010

Immokalee Community Park
321 North N 1st St
Immokalee, FL
6:00-7:00 p.m.
Wednesday September 22,

The County's HHVS Department administers HUD funded programs including Community Development Block Grant (CDBG) and Home Investment Partnerships Program (HOME). The department is beginning to gather information and data to prepare a new Five-Year Consolidated Plan. The HUD mandated Consolidated Plan is used to guide housing programs and non-housing community planning for fiscal years 2011-2016. The Consolidated Plan and One Year Action Plan will identify how Collier County will use the CDBG and HOME funds it anticipates receiving. The annual allocation may be approximately \$3,000,000 for eligible activities that benefit very low, low to moderate income residents.

CDBG funds may be used for activities which include, but are not limited to:

- acquisition of real property; relocation and demolition; rehabilitation of residential and non-residential structures; construction of public facilities and improvements, such as water and sewer facilities, streets, neighborhood centers, and the conversion of school buildings for eligible purposes; public services activities relating to energy conservation and renewable energy resources provision of assistance to profit-motivated businesses to carry out economic development and job creation/retention activities.

HOME Funds may be used for activities which include, but not limited to:

- to provide home purchase or rehabilitation financing assistance to eligible homeowners and new homebuyers; build or rehabilitate housing for rent or ownership; including site acquisition or improvement, demolition of dilapidated housing; funds to provide tenant-based rental assistance

If you require special aid or services as addressed in the Americans with Disabilities Act or require someone to translate or sign, please contact the Collier County Housing, Human & Veteran Services at (239) 252-2273 no later than two (2) days prior to the community meeting date.



3301 East Tamiami Trail • Health Building • Naples, FL 34112
239-252-CARE (2273) • 239-252-HOME (4663) • 239-252-CAJE (2233) • 239-252-RSVP (7787) • 239-252-VEITS (8387) • www.colbergov.net/humanservices



Community Information Meeting

Collier County Housing, Human & Veteran Services will be hosting a series of community information meetings in September to gather input from citizens, nonprofit social service and housing organizations and other interested parties regarding the housing needs and community and economic development needs of low and moderate income residents.

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CDBG funds may be used for activities which include, but are not limited to:

- acquisition of real property;
- relocation and demolition;
- rehabilitation of residential and non-residential structures;
- construction of public facilities and improvements, such as water and sewer facilities, streets, neighborhood centers, and the conversion of school buildings for eligible purposes;
- public services
- activities relating to energy conservation and renewable energy resources
- provision of assistance to profit-motivated businesses to carry out economic development and job creation/retention activities.

HOME Funds may be used for activities which include, but not limited to:

- to provide home purchase or rehabilitation financing assistance to eligible homeowners and new homebuyers;
- build or rehabilitate housing for rent or ownership; including site acquisition or improvement, demolition of dilapidated housing
- funds to provide tenant-based rental assistance contracts of up to 2 years if such activity is consistent with their Consolidated Plan and justified under local market conditions. This assistance may be renewed.

The following community meetings are open to the public and nonprofit service providers and other interested individuals are encouraged to attend:

River Park Community Center 301 11 th Street North Naples, FL 10:00-12:00 am. Wednesday September 15, 2010	Golden Gate Community Center 4701 Golden Gate Parkway Naples, FL 4:00-6:00 pm Wednesday, September 15, 2010
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Immokalee Community Park
321 North N 1st St
Immokalee, FL
6:00-7:00 p.m.
Wednesday September 22, 2010

If you require special aid or services as addressed in the Americans with Disabilities Act or require someone to translate or sign, please contact the Collier County Housing, Human & Veteran Services at (239) 252-2901 no later than two (2) days prior to the community meeting dates.

Junta de Información Comunitaria

El Departamento de Vivienda, Servicios Humanos y Veteranos acogerá una serie de juntas con información comunitaria en Septiembre para reunir entrada de ciudadanos, agencias sin ganancias de servicios sociales, y organizaciones de viviendas y otros partidos interesados con respecto a las necesidades de envoltura y las necesidades del desarrollo económico y de comunidad.

El Departamento de Vivienda, Servicios Humanos y Veteranos del condado (HHVS) administra programas fundidos por HUD inclusive las becas Community Development Block Grant (CDBG) y Home Investment Partnerships Program (HOME). El departamento está comenzando a reunir información y datos para preparar un nuevo Plan Consolidado de Cinco Años. El Plan Consolidado bajo el puesto mandato de HUD es usado para guiar programas de viviendas y planificación no-albergando de comunidad para los años fiscales 2011-2016. El Plan Consolidado y el Plan de Acción de un Año identificarán como el Condado de Collier gastará los fondos de las becas de CDBG y HOME que anticipan a recibir en los siguientes años. La Asignación Anual puede ser aproximadamente \$3,000,000 para actividades elegibles que beneficiaran a residentes de ingresos muy bajos, bajos a moderados.

Los Fondos de CDBG podrán ser usados para actividades que incluyen, pero no limitados:

- adquisición de propiedad real;
- Recolocación y demolición;
- rehabilitación de estructuras residenciales y no residenciales;
- Construcción de instalaciones públicas y mejoras, como facilidades de agua y alcantarilla, calles, centros vecindarios, y la conversión de edificios de educación para propósitos elegibles;
- Servicios Públicos;
- Actividades que relacionan a la conservación de la energía y recursos energéticos renovables;
- Provisión de ayuda a negocios motivados de ganancia- para llevar a cabo actividades de desarrollo económicos y actividades de creación de empleo/retención.

Los fondos de HOME podrán ser usados para actividades que incluyen, pero no limitados:

- para proveer compra de casa o asistencia de financiamiento de rehabilitación a propietarios elegibles y nuevos compradores de vivienda;
- Construir o rehabilitar albergar para el alquiler o la propiedad; inclusive adquisición de sitio o para mejoras, la demolición de albergar ruinosos;
- Fondos para proporcionar contratos de arrendatario-baso para ayuda de alquiler de hasta 2 años si tal actividad es consistente con su Plan Consolidado y justificado bajo condiciones de mercadotecnia locales. Esta ayuda podrá ser renovada.

Las Juntas siguientes de la comunidad están abiertas al público y proveedores de servicios de agencias sin ganancias y otros individuos interesados son favorecidos a atender:

River Park Community Center 301 11 th Street North Naples, FL 10:00-12:00 am. Wednesday September 15, 2010	Golden Gate Community Center 4701 Golden Gate Parkway Naples, FL 4:00-6:00 pm Wednesday, September 15, 2010
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Immokalee Community Park
321 North N 1st St
Immokalee, FL
6:00-7:00 p.m.
Wednesday September 22, 2010

Si usted requiere asistencia especial o servicios ofrecidos bajo el Acto de Americanos Incapacitados, o si requiere asistencia con traducciones o traduzca en el idioma del signo, por favor llame al Departamento de Vivienda, Servicios Humanos y Veteranos al (239) 252-2901 no menos de dos días antes de las reuniones comunitarias.



COLLIER COUNTY, FLORIDA
HUD Consolidated Plan
Citizen Participation



Collier County is developing a One Year Action Plan and a 5-Year Consolidated Plan (CP) required by the U.S. Department of Housing and Urban Development (HUD). The 5-Year Consolidated Plan guides housing and non-housing community activities. The goals of the CP are to: provide decent housing; provide a suitable living environment; and expand economic opportunities for very low, low and moderate-income persons. The 5-Year Consolidated Plan will cover program years 2011-2016. The One-Year Action Plan which is included within the Consolidated Plan will determine expenditures for activities that will be conducted in the 2011-2012 program year.

Pending entitlement notification, Collier County has tentatively allocated approximately \$2,021,492 in Community Development Block Grant (CDBG) funds. Eligible activities include, but are not limited to: job creation, installation of public facilities and improvements, public services and program administration in accordance with 24 CFR § 570. Approximately 100% of the total allocation will benefit low and moderate-income persons.

There will be an allocation of approximately \$496,921 in HOME funds to expand the supply of decent, affordable housing for low and very low-income families. HOME funds must be used for housing programs that meet local needs and priorities. Eligible activities include Tenant Based Rental Assistance, CHDO Set Aside Activities, CHDO Operating funds, and Homebuyer Education, and program administration. Approximately 100% of the total allocation will benefit very low and low-income persons.

There will be an allocation of approximately \$131,453 in Emergency Shelter Grant (ESG) funds for facilities for homeless individuals and families, to operate these facilities and provide essential social services, and homelessness prevention activities. Potential activities include Emergency Shelter rehabilitation, renovation or conversion, essential services to homeless families and individuals, shelter and transitional housing operational costs, and homeless prevention activities, and program administration. Approximately 100% of the total allocation will benefit homeless individuals and families.

The *proposed* One Year Action Plan for fiscal year 2011-2012 includes the following activities and the approximate funding amounts. Please note, funding is based on actual funds received from HUD:

David Lawrence-Crossroads Expansion Project	\$ 208,223
City of Naples-Park Improvements	\$ 100,954
Immokalee CRA-Main Street Crosswalk Project	\$ 140,000
Collier County Housing, Human & Veteran Services Department-Senior Meals Expansion	\$ 95,000
Collier County Housing Authority-Tenant Based Rental Assistance	\$ 300,000
Collier County Housing Authority-Tenant Based Rental Assistance, Administration	\$ 30,000
Guadalupe Center-Job Creation Program	\$ 25,000
CDBG-Planning & Administration (HHVS)	\$ 404,298
Shelter for Abused Women & Children-Emergency Shelter Grant	\$ 128,166
ESG-Administration (HHVS)	\$ 3,286
Housing Development Corp of SW FL-Homebuyer Education Program-CDBG Partial	\$ 30,000
Housing Development Corp of SW FL-Homebuyer Education Program-HOME Partial	\$ 47,844
CHDO Set-Aside-Florida Non-Profit	\$ 74,538
CHDO Operating-Empowerment Alliance of SW FL	\$ 24,846
Empowerment Alliance of SW FL-Homebuyer Education Program (Immokalee)	\$ 38,000
Parks & Recreation Department- Eagle Lakes Community Center/VPK	\$ 775,016
David Lawrence Center-Emergency Back-up Generator	\$ 175,000
HOME-Administration (HHVS)	\$ 49,692
TOTAL	\$2,649,863

Public Comment Period

There will be a public comment period from June 7, 2011 to July 7, 2011 regarding both the One Year Action Plan and the 5-Year Consolidated Plan. During this period, the draft plans will be available for review at the County's Public Libraries, at the Public Information Desk in the Harmon Turner Building on the Collier County Government Main Campus, in the Housing, Human & Veteran Services Department office located at 3339 E Tamiami Trail, Suite 211, Naples FL 34112, and the Collier County web site at www.colliergov.net. The document is available in a format accessible to persons with disabilities upon request (239-252-4663). All **written** comments from citizens will be considered in preparing the final 5-Year Consolidated Plan and the One Year Action Plan FY 2011-2012. The County will respond to all written comments in writing within 15 days of receipt.

Next Step

A public meeting to take input on the draft Consolidated and Action Plans will be held on June 17 from 9:00 a.m. to 10:00 a.m. at 3339 E Tamiami Trail, Suite 216, Naples FL 34112.

Final Action

Adoption of the 5-Year Consolidated Plan and the One Year Action Plan (FY 2011-2012) is scheduled for Tuesday July 26, 2011 at a regular meeting of the Board of County Commissioners. If you require special aid or services as addressed in the Americans with Disabilities Act or require someone to translate or sign, please contact the Housing, Human & Veteran Services office at (239) 252-4663, no later than two (2) days prior to the Public Hearing date. For additional information contact Margo Castorena at (239) 252-2912 or MargoCastorena@colliergov.net.

NDN staff:

Please publish one time on June 2, 2011 and provide proof of publication to Collier County Housing, Human & Veteran Services 3339 Tamiami E. Trail, Suite 211, Naples FL 34112

For questions please call Margo Castorena at 252-2912 or Wendy Klopf at 252-2901.



COLLIER COUNTY, FLORIDA



HUD Consolidated Plan Citizen Participation

Collier County is developing a One Year Action Plan and a 5-Year Consolidated Plan (CP) required by the U.S. Department of Housing and Urban Development (HUD). The 5-Year Consolidated Plan guides housing and non-housing community activities. The goals of the CP are to: provide decent housing; provide a suitable living environment; and expand economic opportunities for very low, low and moderate-income persons. The 5-Year Consolidated Plan will cover program years 2011-2016. The One-Year Action Plan which is included within the Consolidated Plan will determine expenditures for activities that will be conducted in the 2011-2012 program year.

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There will be an allocation of approximately \$496,921 in HOME funds to expand the supply of decent, affordable housing for low and very low-income families. HOME funds must be used for housing programs that meet local needs and priorities. Eligible activities include Tenant Based Rental Assistance, CHDO Set Aside Activities, CHDO Operating funds, and Homebuyer Education, and program administration. Approximately 100% of the total allocation will benefit very low and low-income persons.

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The proposed One Year Action Plan for fiscal year 2011-2012 includes the following activities and the approximate funding amounts. Please note, funding will be based on actual funds received from HUD:

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CONDADO DE COLLIER, FLORIDA



Participación del Ciudadano Plan de Acción de un Año Departamento de Vivienda y Desarrollo Urbano (HUD)

El condado de Collier está desarrollando un Plan de Acción de un Año y su Plan Consolidado de 5 Años (Consolidated Plan - CP) requerido por el Departamento de Vivienda y Desarrollo urbano de los Estados Unidos (HUD). El Plan Consolidado de 5-Años guía actividades comunitarias de vivienda al igual que de sin-vivienda. Las metas del Plan Consolidado son: proveer viviendas decentes; un entorno de vida apropiado; y la expansión de oportunidades económicas para personas de muy bajo, bajo y moderados ingresos. El Plan Consolidado de 5 Años cubrirá los años Fiscales 2011-2016. El Plan de Acción de un Año que se incluye en el Plan Consolidado determinará los gastos para las actividades que se conducirán para el programa del año Fiscal 2011-2012.

Estamos pendiente a la asignación de Fondos del Gobierno Federal que tentativamente a asignado al Condado de Collier aproximadamente la cantidad de \$2,021,492 en Fondos para el programa de Desarrollo de la Comunidad (CDBG). Las actividades elegibles incluyen, pero no son limitadas a: creación de empleos, instalación y mejoración de facilidades públicas, servicios públicos y administración de programas de acuerdo al Código de Regulaciones Federales, 24 CFR § 570, estos proyectos están guiados a beneficiar personas de ingresos bajos y moderados.

Habrà una asignación de aproximadamente \$496,921 en fondos del Programa de Asociación para Inversiones en Vivienda (HOME), para expandir el suministro de viviendas presentables y precios razonables, a familias de ingresos bajos y muy bajos. Los fondos de HOME deben utilizarse para programas de vivienda que reúnan las prioridades y necesidades locales. Las actividades elegibles incluyen la asistencia de alquiler al arrendatario (TBRA), actividades a organizaciones de viviendas desarrolladas, (CHDO), para actividades de educación con ejecuciones hipotecarias y para la administración de los programas. Aproximadamente 100% del total de la asignación beneficiará a personas de ingresos muy-bajos y bajos.

Habrà una asignación de aproximadamente \$131,453 en fondos del programa de Refugio de Emergencia (ESG) para instalaciones para personas y familias sin hogar, para el manejo de estas instalaciones y para proveer servicios sociales esenciales, y para actividades de prevención. Las actividades posibles incluyen rehabilitación, renovación o conversión de refugios de emergencias; servicios esenciales a familias e individuos sin hogar, costos para la operación de refugios de emergencias y los de Vivienda de Transición; actividades para prevenir carencia de hogar, y para la administración del programa. Aproximadamente 100% del total de la asignación beneficiará a personas y familias sin hogares.

El propuesto Plan de Acción de Un Año para el año fiscal 2011-2012 incluye las siguientes actividades y la aproximada asignación. Favor de notar, los fondos son basados en fondos actuales recibido de HUD.

CDBG-Planning & Administration (HHVS)	\$ 404,298
David Lawrence-Crossroads Expansion Project	\$ 208,223
City of Naples-Park Improvements	\$ 100,954
Immokalee CRA-Main Street Crosswalk Project	\$ 140,000
CC HHVS -Senior Meals Expansion	\$ 95,000
CC Housing Authority-Tenant Based Rental Assistance, Administration	\$ 30,000
Guadalupe Center-Job Creation Program	\$ 25,000
HDC of SW FL-Homebuyer Education Program- Partial	\$ 30,000
EASF of SW FL-Homebuyer Education Program	\$ 38,000
CC Parks & Recreation Department- Eagle Lakes Community Center/VPK	\$ 775,016
David Lawrence Center-Emergency Back-up Generator	\$ 175,000
HOME-Administration (HHVS)	\$ 49,692
Collier County Housing Authority-Tenant Based Rental Assistance	\$ 300,000
HDC of SW FL-Homebuyer Education Program-Partial	\$ 47,844
CHDO Set-Aside-Florida Non-Profit	\$ 74,538
CHDO Operating-EASF	\$ 24,846
Shelter for Abused Women & Children	\$ 128,166
ESG-Administration (HHVS)	\$ 3,286
TOTAL	\$2, 649,863

Período de Comentario Público

Habrà un período para comentarios desde el 7 de Junio hasta el 7 de Julio de 2011 con respecto al Plan de Acción de Un Año y al Plan Consolidado de 5-Años. Durante este período, El Plan de Acción de Un Año estará disponible para reviso en todas las Bibliotecas Públicas del Condado de Collier, en la Oficina de Información Pública que se encuentra en el edificio principal del Condado Collier-Harmon Turner que está localizado en el 3339 E. Tamiami Trail, Edificio F, Naples FL 34112; como también en el Departamento de Vivienda, Servicios Humanos y Veteranos localizado en el 3339 Tamiami Trail E, Suite 211, Naples, Florida 34112, y en la página del internet del Condado de Collier www.colliergov.net. Los documentos están disponibles a personas incapacitadas. Solicítelo llamando al (239) 252-4663. Todos los comentarios sometidos por escrito del público serán considerados para preparar la Enmienda del Plan Consolidado de 5-Años final y el Plan de Acción de Un Año para el Año Fiscal 2011-2012. Los comentarios presentados por escrito se tendrán en cuenta al preparar la copia final del Plan de Acción de Un Año. El Condado responderá por escrito a todos los comentarios del público presentados por escrito, dentro de 15 días de haber sido recibidos.

El Próximo Paso

Una junta pública para recibir comentarios de acuerdo al Plan Consolidado y Plan de Acción se llevara a cabo el 17 de June de 2011 de 9:00 a.m. a 10:00 a.m. en la siguiente dirección, 3339 Tamiami Trail E, Suite 216, Naples, Florida 34112.

Acción Final

La adopción del Plan Consolidado de 5-Años y el Plan de Acción de Un Año (Año Fiscal 2011-2012) está planificada para el Martes, 26 de Abril del 2011 en la junta regular de los Comisionados del Condado de Collier (Board of County Commissioners). Si usted requiere asistencia especial o servicios ofrecidos como los que especifica el Acta de Americanos con Incapacidades (Americans with Disabilities Act), o si requiere que alguien le traduzca en su idioma o lenguaje por señas, por favor llame a la oficina del Departamento de Vivienda, Servicios Humanos y Veteranos (Housing, Human and Veteran Services) al (239) 252-4663

June 2, 2011



Housing, Human and Veteran Services

▼ Housing, Human and Veteran Services

More About Our Mission

Contact Us

Our Staff

Frequently Asked Questions

Housing Programs

Media Corner

Social Services Program

Services for Seniors Program

Retired Senior Volunteer Program

Related Websites

Downloadable Forms

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Privacy Policy

Contractors

Neighborhood Stabilization Program

Veteran Services

Transportation Services for Veterans

U.S. Department of Veterans Affairs

VA Forms

Media Corner

Home > Department > Department of Housing, Human and Veteran Services

Housing, Human and Veteran Services

The Heart of Collier County

[Click here to sign up for Collier County's e-notices.](#)

About Us

Welcome to the Housing, Human and Veteran Services Department online. Collier County has a long history of providing services to citizens that meet family's basic needs, both health and social, when there is no other resource available to families.

The Housing, Human and Veteran Services Department provides comprehensive services such as prescription reimbursement to those in need in addition to its recently added responsibility (as of Feb. 5, 2007) of managing affordable housing opportunities in the community.

Example of Our Services

We "stretch" the service dollar to provide the most needed services to seniors and indigent including at home care.

For affordable housing, this department works with developers to fast track affordable housing developments to accommodate the workforce community in the expensive Naples area. Additionally, the Housing team helps qualify potential first-time buyers for affordable housing units through an educational class and a loan consortium that provides low-interest loans for first-time, lower income buyers.

Clienttrack

Only agencies who are participants of the HMIS (Homeless Management Information System) are authorized to use this link. [Click here](#) for Clienttrack link.

JUNE 7, 2011

PUBLIC NOTICE
CITIZEN PARTICIPATION PLAN
FIVE YEAR CONSOLIDATED PLAN FY2011-2015
ONE ACTION PLAN FY2011-2012

Housing, Human and Veteran Services (HHVS) administers U.S. Department of Housing and Urban Development (HUD) funded programs including the Community Development Block Grant (CDBG) and the HOME Investment Partnership Program (HOME). The department is beginning to gather information and data to prepare a new Five-Year Consolidated Plan. The HUD-mandated Consolidated Plan is used to guide housing programs and non-housing community planning for fiscal years 2011-2016. The Consolidated Plan and One Year Action Plan will identify how Collier County will expend the CDBG and HOME funds it anticipates receiving in coming years. The annual allocation may be approximately \$3,000,000 for eligible activities that benefit very low, low, or moderate income residents.

The following draft documents have been prepared in response to the aforementioned HUD mandate. They are arranged into six (6) sections and are available for review by clicking the

links below.

[Part 1: Five Year Consolidated Plan](#)

[Part 2: Citizen Participation Plan](#)

[Part 3: Housing Needs Tables](#)

[Part 4: Analysis of Impediments](#)

[Part 5: Action Plan FY2011-2012](#)

[Part 6: Templates and Backup Material](#)



Address:

Housing & Human Services
3339 Tamiami Trail East, Suite 211
Naples, FL 34112-5361
[Get a Google Map](#)

Webmaster: [Email](#)

Phone: (239) 252-CARE (2273)

Free viewers are required for some of the attached documents.
They can be downloaded by clicking on the icons below.



KlopfWendy

From: KrumbineMarcy
Sent: Tuesday, June 28, 2011 4:53 PM
To: ddondonna@aol.com; OchsLeo
Cc: CastorenaMargo; KlopfWendy
Subject: RE: HUD Consolidated Plan/ Citizen Participation

Donna:

Thank you for contacting me regarding questions on our proposed HUD 5 Year Consolidated Plan. I appreciate your interest and your question and our reply will be noted in our Plan

We can use administrative funds in the manner described below:

The Department of Housing and Urban Development (HUD) allows up to 20% of CDBG funds to be used for Administrative Costs. Examples of administration activities include:

General management, oversight and coordination;

Providing local officials and citizens with information about the CDBG program;

Preparing budgets and schedules;

Preparing reports and other HUD-required documents;

Fair Housing activities;

Indirect costs; and

Submission of applications for Federal programs;

Monitoring program activities;

Salary, wages and related costs of each person whose primary responsibility involves program administration assignments

Please note that all grantees received a substantial cut in both CDBG and HOME funding for the upcoming year and these budgets represent a significant decrease from previous year's administrative budgets.

Marcy Krumbine

Marcy Krumbine, MPA
Director
Collier County
Housing, Human and Veteran Services
239-252-CARE
239-252-HOME
239-252-8442
239-252-2638 - fax

From: ddondonna@aol.com [<mailto:ddondonna@aol.com>]
Sent: Tuesday, June 14, 2011 8:03 PM
To: KrumbineMarcy; OchsLeo
Subject: HUD Consolidated Plan/ Citizen Participation

Hope this finds you well and looking forward to a "summer reprieve" from the busy season

Not sure I will be able to attend the 6/17/11 public meeting scheduled but wanted to know where to find the details of the CDBG- Planning & Administration (HHVS) \$404,298 allocated, representing 20% of the \$2,021,492 CDBG total funds?

I read, "Eligible activities include, but are not limited to: job creation, installation of public facilities and improvements, public services and program administration in accordance with 24 CFR 570, these projects are aimed at benefitting low-moderate income persons;"

I am eager to learn how Collier County specifically utilizes these funds. I was told that the CDBG funding does not include funds for HMIS but that HMIS (HHVS) anticipated receiving Challenge Grant funding.

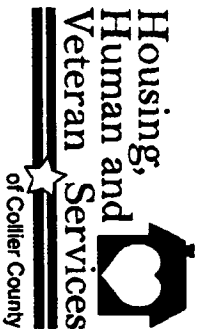
Also would like some clarification as to the \$49,692 of HOME-Administration(HHVS) and the ESG- Administration (HHVS) funding allocation details.

Thanks for your time and attention

donna connolly

592 1038

Under Florida Law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by telephone or in writing.



CONSOLIDATED PLAN MEETING
September 15, 2010 10:00 am to 12:00pm
River Park Community Center
301 11th Street North
Naples, Florida

Sign-In Sheet

Name	Address	City or Naples	
Greg Givens	SEA GIVENS	N/A	
*Jordan Pulliam	N/A	N/A	
Debra Mabe	CCHC		
Denise Collins	5105		
Sandra M...	1117	Naples	
Rich EVANETT	Avalon		
Bob M...	6nd St		
K...	11th St		
D...	11th St		
Tom G...	11th St		

From: Hunger & Homeless Coalition of Collier County

1. **Consolidated Plan Draft - Page 2. Citizen Participation Process:** As the local homeless coalition with a membership of more than 80 social service agencies, we assess needs, conduct gaps analyses and research solutions to homelessness. The Hunger & Homeless Coalition (Coalition) was not consulted in the consolidated plan process. This shows a lack of cooperation and collaboration which is essential for a high performing community.

Our executive director did attend one of the public hearings and she provided information, but the public forum didn't allow for the input, plans and research that the Coalition could have provided to insure that the Consolidated Plan is in line with the goals established for our Ten Year Plan to Eliminate Homelessness and the CoC strategic plan.

2. **Page 3. Homeless:** The County's homeless priorities are not directed toward implementing the Ten Year Plan to Eliminate Homelessness as stated. The Coalition has been leading the process to develop a Community Ten Year Plan to Eliminate Homelessness in Collier County and our organization received funding from the Community Foundation in 2010 to complete the project. Community meetings were held and goals and priorities were established. The primary goals of the plan are; Affordable Housing for All, Supportive Services for Housing Stability, Centralized Intake System and Solutions for Unaccompanied Homeless Youth. The Ten Year Plan takes a "Housing First" approach to homelessness, which is an evidence based strategy. The Coalition also utilized the Federal Ten Year Plan to Prevent and End Homelessness, "Opening Doors" as a guide to prioritize and consolidate the CoC goals.

These goals and priorities are not reflected clearly in the Consolidated plan draft, and no attempt was made to collect these priorities from the Coalition. Limited information was sent via e-mail, however, there were no attempts to collect valuable information from our organization.

3. **Page 13. Homeless:** As stated above, the County's priorities are not in line with the priorities outlined in the Ten Year Plan to Eliminate Homelessness in Collier County.
4. **Page 14. Consultations:** The Hunger and Homeless Coalition is listed however we have not been consulted throughout the year concerning ongoing topics of mutual interest. The public forums held in preparation of this document did not provide an effective

avenue to collect the information, plans and research that the Coalition could have provided to insure that the Consolidated Plan draft was in line with the goals established for our Ten Year Plan to Eliminate Homelessness and the CoC strategic plan.

5. **Page 17. Institutional Structure, Collier County:** Collier County is listed as the Lead Agency for homeless grant administration. Currently, the CoC voted to explore another Unified Funding Agent for HUD homeless funds because Collier County is inefficient in processing agreements and grant reimbursements and delays in the reimbursement of grant funds has caused fiscal hardship to some CoC agencies.
6. **Page 47. Homeless Priorities:** As stated above, this section does not include the priorities established from research conducted by the Coalition for the Ten Year Plan to Eliminate Homelessness.
7. **Page 49. Strategy to end chronic homelessness:** The Coalition is not mentioned as being involved in the preparation of the Ten Year Plan to Eliminate Homelessness and we are leading the process.
8. **Page 50. Steps in Continuum of Care System:** The steps are not consistent with a "Housing First" approach, which has been adopted by our CoC as a guiding principle to reduce homelessness in Collier County. Housing First is a research proven strategy to reduce homelessness that is cost effective.
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Hunger & Homeless Coalition of Collier County, 5251 Golden Gate Parkway, Naples, FL 34111



Collier County
Public Services Division
Housing, Human & Veteran Services

June 28, 2011

Debra Mahr
Collier County Hunger and Homeless Coalition
5251 Golden Gate Parkway
Naples, Florida 34111

Thank you for your comments on the 2011-2015 Consolidated Plan. Your comments and this response will be included in the final Action Plan that is submitted both to the Board of County Commissioners and U.S. Department of Housing and Urban Development (HUD).

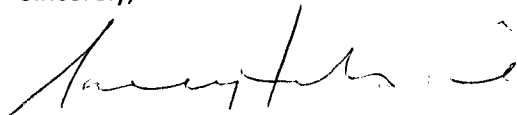
In accordance with HUD CFR guidance, Housing, Human and Veteran Services (HHVS) held public listening sessions in Immokalee, Golden Gate, and Naples River Park to gather input on community needs and priorities. Your attendance and input was noted at the River Park listening session.

HHVS and Phil Gonot, the consultant hired to assist in the preparation of the 2011-2015 Consolidated Plan, Year One Action Plan, and Citizen Participation Plan, spoke with you in person, telephonically and noted your email comments. HHVS thanks you for your comments and has incorporated many of your suggestions into the Plan.

Beyond working with the Continuum of Care (CoC), community stakeholders, and the Coalition on devising a 10- Year Plan to End Homelessness in Collier County, HHVS holds numerous sessions a year with CoC members to create the goals and objectives of the CoC Plan which, as mandated by HUD, guide homeless prevention activities in the County. Direct input from the Coalition was incorporated into the CoC Plan.

The Housing, Human and Veteran Services Department looks forward to continued work with you and all CoC members to end homelessness in Collier County.

Sincerely,



Marcy Krumbine, MPA
Director



3339 Tamiami Trail East, Suite 211 • Naples, FL 34112-5361

239-252-CARE (2273) • 239 252-HOME (4663) • 239-252-CAFÉ (2233) • 239-252-RSVP (7787) • 239-252-VETS (8387) • www.colliergov.net/humanservices



CONSOLIDATED PLAN MEETING
September 15, 2010 10:00 am to 12:00pm
River Park Community Center
301 11th Street North
Naples, Florida

Sign-In Sheet

Name	Signature	City of Naples	
Greg Givens	<i>Greg Givens</i>		
Dorothy Palmer	NDP		
Debra Marks	CCHC		
Deanne Gishler	E 1105		
Sandra M... ..	1111	City of Naples	
Rich EVANOFF	Goodwin		
Bob Macmillan	Goodwin		
K...		
D...		
Tom G...		

GreenNick

From: CastorenaMargo
Sent: Wednesday, June 29, 2011 9:48 AM
To: GreenNick
Subject: FW: Conversation with Debi Mahr

Just got this.

From: Phil Gonot [<mailto:phil@pmgaecon.com>]
Sent: Wednesday, June 29, 2011 9:45 AM
To: CastorenaMargo
Cc: KrumbineMarcy
Subject: Conversation with Debi Mahr

I spoke with Debi Mahr in January of 2011 regarding the Consolidated Plan and her potential input. She stated that the Homeless Coalition was responsible for the homeless count to be held in January and did not have much time for a conversation. She did say that she would send me the goals of the Coalition, which were just completed, and that represented the needs of the community as the Coalition envisioned them. Based on our conversation, it was clear that those goals were all of the input that she had.

During the review of the Plan draft, these goals were examined and those that coincided with the overall Plan and the actual homeless count were incorporated into the Plan.

Phil Gonot
PMG Associates, Inc.
(954) 427-5010
(828) 891-5121

Under Florida Law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by telephone or in writing.

CONSOLIDATED PLAN & FY2011-2012 ACTION PLAN
PUBLIC COMMENT MEETING

Friday June 17, 2011 9:00 am.
3339 Tamiami Trail E Room 216
Naples, FL 34110

Name:	Debra Mahr	5351 Golden Gate Parkway
Address:	Hunger & Homeless Coalition of Collier County: Naples, FL 34111	
Comment:	Attached Public Comment from Coalition Executive Director and Board of Directors.	



From: Hunger & Homeless Coalition of Collier County

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Our executive director did attend one of the public hearings and she provided information, but the public forum didn't allow for the input, plans and research that the Coalition could have provided to insure that the Consolidated Plan is in line with the goals established for our Ten Year Plan to Eliminate Homelessness and the CoC strategic plan.

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