

**CONTRACT for CDBG Housing Rehabilitation Category Administration Services FFY 2017 (CONTRACT #19DB-ON-10-40-01-H 03)**

THIS CONTRACT for CDBG Housing Rehabilitation Category Administration Services ("CONTRACT") is entered into as of this 5<sup>th</sup> day of March, 2019 by and between INDIAN RIVER COUNTY, a political Subdivision of the State of Florida, ("COUNTY"), and Guardian CRM, Inc. a Florida corporation, 15000 Citrus Country Drive, Suite 331, Dade City, Florida, 33523 ("CONSULTANT").

**BACKGROUND RECITALS:**

In compliance with federal, state and local laws and requirements, the COUNTY has selected the CONSULTANT to provide Community Development Block Grant (CDBG) Housing Rehabilitation Category Administration Services.

A. The CONSULTANT is willing and able to perform the Services for the COUNTY on the terms and conditions set forth below; and

B. The COUNTY and the CONSULTANT wish to enter into this CONTRACT for CONSULTANT's Services for administering the County's FFY 2017 Housing Rehabilitation CDBG, contingent upon COUNTY entering into a CDBG Housing Rehabilitation Category Award Agreement with the Florida Department of Economic Opportunity (DEO Agreement).

NOW THEREFORE, in accordance with the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. SCOPE OF SERVICES AND GENERAL REQUIREMENTS**

- 1.1 The obligations of COUNTY hereunder are subject to annual appropriation and budget as required by law.
- 1.2 Project: CONSULTANT shall commence and furnish services as outlined in Request for Proposals #2019036 and as expanded upon by CONSULTANT's response thereto, attached hereto as Exhibits "A" and "B", respectively, for Community Development Block Grant (CDBG) grant administration services in a manner consistent with industry standards and applicable laws, codes and customs. CONSULTANT shall furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the CDBG administration.
- 1.3 DEO Agreement: The COUNTY's CDBG Award Agreement from DEO and the requirements contained in that agreement shall become part of this CONTRACT. If the DEO Agreement is amended, the scope of services for the project contained within this CONTRACT shall be amended to be consistent with the amended CDBG Award Agreement.
- 1.4 Payments: Payment of funds pursuant to this CONTRACT is subject to and conditioned upon DEO's approval of the Grant Administration Services Procurement for CONSULTANT and the release of authorized appropriations from DEO for

CONSULTANT CDBG Housing Rehabilitation Category Administration Services.  
CONSULTANT shall be paid in accordance with Section 5 of this CONTRACT.

- 1.5 Administration of CONTRACT: The Indian River County Community Development Department shall administer this CONTRACT for COUNTY. No change in the CONTRACT scope or payment shall be valid without the prior written approval of the Board of County Commissioners.
- 1.6 Complete CONTRACT: This CONTRACT constitutes the entire and exclusive CONTRACT between County and CONSULTANT with reference to the Project. This CONTRACT supersedes any and all prior documents, discussions, communications, representations, understandings, negotiations or agreements by and between the parties.
- 1.7 Assignment: This CONTRACT may not be assigned except at the written consent of County, and if so assigned, shall extend and be binding upon the successors and assigns of CONSULTANT.

## **2. COUNTY OBLIGATIONS**

2.1 The COUNTY shall arrange for access to, and make provisions for the CONSULTANT to enter upon, public and private property (where required) as necessary for the CONSULTANT to perform its Services, upon timely written request of CONSULTANT to COUNTY.

2.2 The COUNTY shall examine work presented by the CONSULTANT, and when requested/required, respond within a reasonable time.

2.3 Approval by the COUNTY of any of the CONSULTANT's work, including but not limited to written reports, or any work products of any nature whatsoever furnished hereunder, shall not in any way relieve the CONSULTANT of responsibility for the technical accuracy and adequacy of the work. Neither the COUNTY's review, approval or acceptance of, or payment for, any of the Services furnished under this CONTRACT shall be construed to operate as a waiver of any rights under this CONTRACT or of any cause of action arising out of the performance of this CONTRACT. The CONSULTANT shall be and remain liable in accordance with all applicable laws for all damages to the COUNTY caused by the negligent performance by the CONSULTANT of any of the Services furnished under this CONTRACT.

2.4 The COUNTY reserves the right to appoint one or more Project Managers for specific Services in connection with this CONTRACT. The Project Manager shall:

(a) act as the COUNTY's agent with respect to the Services rendered hereunder; (b) transmit instructions to and receive information from the CONSULTANT; (c) communicate the COUNTY's policies and decisions to the CONSULTANT regarding the Services; and (d) determine, initially, whether the CONSULTANT is fulfilling its duties, responsibilities, and obligations hereunder.

2.5 The CONSULTANT shall not be considered in default for a failure to perform if such failure arises out of causes reasonably beyond the CONSULTANT's control and through no fault or negligence of the CONSULTANT. The parties acknowledge that adverse weather conditions, acts of God, or other unforeseen circumstances of a similar nature, may

necessitate modifications to this CONTRACT. If such conditions and circumstances do in fact occur, then the COUNTY and CONSULTANT shall mutually agree, in writing, to the modifications to be made to this CONTRACT.

### **3. RESPONSIBILITIES OF THE CONSULTANT**

3.1 The CONSULTANT agrees to perform all necessary Services in connection with the Project as set forth in this CONTRACT.

3.2 The CONSULTANT agrees to complete the Project within the time frame specified.

3.3 The CONSULTANT will maintain an adequate staff of qualified personnel. CONSULTANT's primary contact responsible for administration of this CONTRACT is J. Corbett Alday, CEO, Guardian Community Resource Management, Inc.

3.4 The CONSULTANT will comply with all present and future federal, state, and local laws, rules, regulations, policies, codes, and guidelines applicable to the Services performed under this CONTRACT. This includes, when applicable, the provisions contained in Exhibits C and D and incorporated herein and the rules and regulations contained in the DEO Agreement.

3.5 The CONSULTANT, as a part of the consideration hereof, does hereby covenant and agree that: (1) in connection with the furnishing of Services to the COUNTY hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to the services to be performed by CONSULTANT under this CONTRACT on the grounds of such person's race, color, creed, national origin, religion, physical disability, age, or sex; and (2) the CONSULTANT shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or guidelines; as such rules, regulations, or guidelines may be from time to time amended.

3.6 The CONSULTANT shall during the entire term of this CONTRACT, procure and keep in full force, effect, and good standing any and all necessary licenses, registrations, certificates, and any and all other authorizations as are required by local, state, or federal law, in order for the CONSULTANT to render its Services as described in this CONTRACT. The CONSULTANT shall also require all sub-consultants to comply by contract with the provisions of this section.

3.7 The CONSULTANT will cooperate and coordinate with other COUNTY CONSULTANTS, as directed by the COUNTY.

3.8 The CONSULTANT shall report the status of the Services under this CONTRACT to the County Project Manager upon request and hold all work open to the inspection of the County Project Manager or his authorized agent at any time, upon reasonable request.

3.9 All documents, reports, tracings, plans, specifications, information, maps, contract documents, and other data developed by the CONSULTANT for the purpose of this CONTRACT, are and shall remain the property of the COUNTY. The foregoing items will be created, maintained, updated, and provided in the format specified by the COUNTY. When all work contemplated under this CONTRACT is complete, all of the above data shall be delivered to the County Project Manager.

3.10 The CONSULTANT agrees to maintain complete and accurate books and records ("Books"), in accordance with sound accounting principles and standards for all Services, costs, and expenditures under this CONTRACT. The Books shall identify the Services rendered during each month of the CONTRACT and the date and type of each Project-related expense. The COUNTY shall have the right at any reasonable time and through any of its designated agents or representatives, to inspect and audit the Books for the purpose of verifying the accuracy of any invoice. The CONSULTANT shall retain the Books, and make them available to the COUNTY as specified above, until the later of three (3) years after the date of termination of this CONTRACT, or such longer time if required by any federal, state, or other governmental law, regulation, or grant requirement.

#### **4. TERM; DURATION OF CONTRACT**

4.1 This CONTRACT shall remain in full force and effect until final completion and administrative closeout of the DEO Agreement, or unless otherwise terminated by mutual consent of the parties hereto, or terminated pursuant to Section 8 "Termination".

#### **5. COMPENSATION**

5.1 Amount of Consideration: The Local Government agrees to pay, from the funding set forth in the Background Recitals Section and Section 1 of this CONTRACT, CONSULTANT in the following manner:

Compensation for the CONSULTANT shall be the total sum of Ninety Thousand and 00/100 Dollars (\$90,000.00), distributed as Twenty Four (24) equal monthly payments of Three Thousand One Hundred Twenty Five and 00/100 Dollars (\$3,125.00). If an extension of the grant is requested and approved by The Florida Department of Economic Opportunity, the monthly payment will be reduced accordingly to correspond with the remaining portion of the CONTRACT. Five Thousand and 00/100 Dollars (\$5,000.00) will be paid after the U.S. Department of Housing and Urban Development environmental review is completed and request for release of funds is approved by DEO. The balance of Ten Thousand and 00/100 Dollars (\$10,000.00) will be paid upon approval by the County of the consultant's proposed CDBG closeout report. Payments will commence thirty (30) days after the effective date of the agreement between the Florida Department of Economic Opportunity and COUNTY.

At the end of the twelfth month of this CONTRACT, COUNTY and CONSULTANT shall review the progress of the project to determine if the project is proceeding on schedule. If the project is determined not to be progressing on schedule, a revised payment schedule shall be developed that is acceptable to both parties.

If the DEO Agreement obligations are met and the grant closes out prior to the twenty four month ending date, the CONSULTANT can be paid the sum remaining in the contract upon issuance of a "Notice of Administrative Closeout" for the project by the Florida Department of Economic Opportunity.

All requests for payment shall be submitted by the Administrator in detail sufficient for a proper pre audit and post audit review. No payments shall be made to the Administrator if the CDBG NSP grant is not awarded to the Local Government.

5.2 Method of Payments: CONSULTANT will submit a monthly invoice. The invoice shall be submitted to the COUNTY in sufficient detail for a proper pre audit and post audit review. Payment shall be made in accordance with the Local Government Prompt Payment Act, Florida

Statutes 218.70. The invoice shall be consistent with the payment schedule established in 5.1 and any additional amount for services rendered pursuant to 5.3.

5.3 Additional Services: If additional services are requested by the COUNTY or required, then the cost of these additional services shall be based on the hourly rates identified in Exhibit B of this CONTRACT and shall only be performed if a work order or CONTRACT amendment is executed by both COUNTY and CONSULTANT.

5.4 Social Security: The County shall not be liable for Social Security contributions or federal withholding of income tax relative to the compensation of CONSULTANT staff.

## **6. STATUTORY DISCLOSURES**

6.1 Solicitation of Contract: The CONSULTANT warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for CONSULTANT to solicit or secure this CONTRACT and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other compensation contingent upon or resulting from the award or making of this CONTRACT.

6.2 Public Entity Crime Affidavit: As provided by Florida Statute 287.133(2)(a), a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or a public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Any person must notify the County within 30 days after a conviction of a public entity crime applicable to that person or to an affiliate of that person. By its execution hereof, CONSULTANT certifies that neither it nor an affiliate is on the convicted vendor list.

## **7. INSURANCE AND INDEMNIFICATION**

7.1 The CONSULTANT shall not commence work on this CONTRACT until it has obtained all insurance required under this CONTRACT as may be modified and approved by the County's Risk Manager.

7.2 CONSULTANT shall procure and maintain, for the duration of this CONTRACT, the minimum insurance coverage as set forth herein. The cost of such insurance shall be included in the CONSULTANT's fee:

7.2.1 Workers' Compensation: Workers' Compensation as required by the State of Florida Employers' Liability of \$100,000 each accident, \$500,000 disease policy limit, and \$100,000 disease each employee.

7.2.2 General Liability: commercial general liability coverage, including contractual liability and independent contractor, with a minimum combined single limit of \$500,000 per occurrence. The listed breakdown of required General Liability insurance coverages included in the RFP (e.g. Each Occurrence, Fire Damage-any one fire, Medical Expenses-any one person, etc.) shall not apply to this CONTRACT.

7.2.3 Business Automobile Liability: owned, hired, and non-owned vehicles at a minimum combined single limit of \$500,000 per occurrence.

7.2.4 Professional Liability Insurance: providing coverage for negligent acts, errors, or omissions committed by CONSULTANT with a limit of \$1,000,000 per claim/annual aggregate. This insurance shall extend coverage to loss of interest, earning, profit, use, and business interruption, cost of replacement power, and other special, indirect, and consequential damages.

7.3 CONSULTANT's insurance coverage shall be primary.

7.4 All required insurance policies shall be placed with insurers licensed to do business in Florida and with a Best's rating of A-VII or better.

7.5 The insurance policies procured shall be occurrence forms, not claims made policies with the exception of professional liability.

7.6 A certificate of insurance shall be provided to the County's Risk Manager for review and approval, ten (10) days prior to commencement of any work under this CONTRACT. The COUNTY shall be named as an additional insured on all policies except workers' compensation and professional liability.

7.7 The insurance companies selected shall send written verification to the County Risk Manager that they will provide 30 days prior written notice to the County Risk Manager of its intent to cancel or modify any required policies of insurance.

7.8 CONSULTANT shall include all sub-consultants as insured under its policies or shall furnish separate certificates and endorsements for each sub consultants. All coverages for sub-consultants shall be subject to all of the requirements stated herein.

7.9 The COUNTY, by and through its Risk Manager, reserves the right periodically to review any and all policies of insurance and reasonably to adjust the limits of coverage required hereunder, from time to time throughout the term of this CONTRACT. In such event, the COUNTY shall provide the CONSULTANT with separate written notice of such adjusted limits and CONSULTANT shall comply within thirty (30) days of receipt thereof. The failure by CONSULTANT to provide such additional coverage shall constitute a default by CONSULTANT and shall be grounds for termination of this CONTRACT by the COUNTY.

7.10 The CONSULTANT shall indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this CONTRACT.

## **8. TERMINATION (CAUSE AND/OR CONVENIENCE)**

This CONTRACT may be terminated: (a) by the COUNTY, for any reason, upon thirty (30) days' prior written notice to the CONSULTANT; or (b) by the CONSULTANT, for any reason, upon thirty (30) days' prior written notice to the COUNTY; or (c) by the mutual agreement of the parties; or d) as may otherwise be provided below. In the event of the

termination of this CONTRACT, any liability of one party to the other arising out of any Services rendered, or for any act or event occurring prior to the termination, shall not be terminated or released.

8.1 In the event of termination by the COUNTY, the COUNTY's sole obligation to the CONSULTANT shall be payment for those portions of satisfactorily completed work previously authorized and completed. Such payment shall be determined on the basis of the hours of work performed by the CONSULTANT, or the percentage of work complete as estimated by the CONSULTANT and agreed upon by the COUNTY up to the time of termination. In the event of such termination, the COUNTY may, without penalty or other obligation to the CONSULTANT, elect to employ other persons to perform the same or similar services.

8.2 The obligation to provide services under this CONTRACT may be terminated by either party upon seven (7) days prior written notice in the event of substantial failure by the other party to perform in accordance with the terms of this CONTRACT through no fault of the terminating party.

8.3 In the event that the CONSULTANT merges with another company, becomes a subsidiary of, or makes any other substantial change in structure, the COUNTY reserves the right to terminate this CONTRACT in accordance with its terms.

8.4 In the event of termination of this CONTRACT, the CONSULTANT agrees to surrender any and all documents prepared by the CONSULTANT for the COUNTY in connection with this CONTRACT.

8.5 The COUNTY may terminate this CONTRACT for refusal by the CONSULTANT to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119 Florida Statutes and made or received by the CONSULTANT in conjunction with this CONTRACT.

8.6 The COUNTY may terminate this CONTRACT in whole or in part if the CONSULTANT submits a false invoice to the COUNTY

8.7 TERMINATION IN REGARDS TO F.S. 287.135: CONSULTANT certifies that it and those related entities of consultant as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this CONTRACT is for goods or services of one million dollars or more, CONSULTANT certifies that it and those related entities of CONSULTANT as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria.

8.8 COUNTY may terminate this CONTRACT if CONSULTANT is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes.

8.9 COUNTY may terminate this CONTRACT if CONSULTANT, including all wholly owned

subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

## **9. TRUTH-IN-NEGOTIATION CERTIFICATE: CONTINGENCY FEES**

9.1 Execution of this CONTRACT by the CONSULTANT shall act as the execution of a truth- in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this CONTRACT are accurate, complete and current as of the date of the CONTRACT and no higher than those charged the CONSULTANT's most favored customer for the same or substantially similar service. The wage rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the wage rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside CONSULTANTS. The COUNTY shall exercise its rights under this "Certificate" within one (1) year following final payment. COUNTY has the authority and right to audit CONSULTANT's records under this provision. The COUNTY does not hereby waive any other right it may have pursuant to Section 287.055, Florida Statutes, as it may be from time-to-time amended.

## **10. MISCELLANEOUS PROVISIONS**

10.1 Independent Contractor: It is specifically understood and acknowledged by the parties hereto that the CONSULTANT or employees or sub-consultants of the CONSULTANT are in no way to be considered employees of the COUNTY, but are independent contractors performing solely under the terms of the CONTRACT and not otherwise.

10.2 Merger: Modification. This CONTRACT incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings of any nature whatsoever concerning the subject matter of the CONTRACT that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations or agreements, whether oral or written. No alteration, change, or modification of the terms of this CONTRACT shall be valid unless made in writing and signed by the CONSULTANT and the COUNTY.

10.3 Governing Law: Venue. This CONTRACT, including all attachments hereto, shall be construed according to the laws of the State of Florida. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this CONTRACT shall be in Indian River County, Florida, or, in the event of federal jurisdiction, in the United States District Court for the Southern District of Florida.

10.4 Remedies: No Waiver. All remedies provided in this CONTRACT shall be deemed cumulative and additional, and not in lieu or exclusive of each other or of any other remedy available to either party, at law or in equity. Each right, power and remedy of the parties provided for in this CONTRACT shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this CONTRACT or now or hereafter existing at law or in equity or by statute or otherwise. The failure of either party to insist upon compliance by the other party with any obligation, or exercise any remedy, does not waive



the right to so in the event of a continuing or subsequent delinquency or default. A party's waiver of one or more defaults does not constitute a waiver of any other delinquency or default. If any legal action or other proceeding is brought for the enforcement of this CONTRACT or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this CONTRACT, each party shall bear its own costs.

10.5 Severability: If any term or provision of this CONTRACT or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this CONTRACT, then the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this CONTRACT shall be deemed valid and enforceable to the extent permitted by law.

10.6 Availability of Funds: The obligations of the COUNTY under this CONTRACT are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Indian River County.

10.7 No Pledge of Credit: The CONSULTANT shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

10.8 Survival: Except as otherwise expressly provided herein, each obligation In this CONTRACT to be performed by CONSULTANT shall survive the termination or expiration of this CONTRACT.

10.9 Construction: The headings of the sections of this CONTRACT are for the purpose of convenience only, and shall not be deemed to expand, limit, or modify the provisions contained in such sections. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the parties or parties may require. The parties hereby acknowledge and agree that each was properly represented by counsel and this CONTRACT was negotiated and drafted at arm's-length so that the judicial rule of construction to the effect that a legal document shall be construed against the draftsman shall be inapplicable to this CONTRACT.

10.10 Counterparts: This CONTRACT may be executed in one or more counterparts, each of which shall be deemed to be an original copy and all of which shall constitute but one and the same instrument.

10.11 Notices: Unless otherwise requested, any notices hereunder shall be provided by hand delivery, certified U.S. Mail (return receipt requested) or by a nationally-recognized delivery service (with proof of delivery) to the other Party in writing at the address specified in the opening paragraph hereof. Additionally, a corporate officer of CONSULTANT or the on-site superintendent in charge of the Project are appropriate persons to receive notice on behalf of CONSULTANT.

10.12 Public Records Compliance: Indian River County is a public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. All documents, including but not limited to, letters, memos, e-mails, computer files, photographs, drawings, tracings, plans, specifications, maps, evaluations, reports and other records and data of any type relating to the Project prepared or developed by CONSULTANT under this CONTRACT are public records subject to Florida Statutes Chapter 119 and shall not

be destroyed.

Specifically, the CONSULTANT shall:

- (1) Keep and maintain public records required by the County to perform the service.
- (2) Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to the County.
- (4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the CONSULTANT or keep and maintain public records required by the County to perform the service. If the CONSULTANT transfers all public records to the County upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**(772) 226-1424**  
**[publicrecords@ircgov.com](mailto:publicrecords@ircgov.com)**  
**Indian River County Office of the County Attorney**  
**1801 27<sup>th</sup> Street**  
**Vero Beach, FL 32960**

Failure of the CONSULTANT to comply with these requirements shall be a material breach of this CONTRACT.

10.13 Access and Retention to Records: The County, the Florida Department of Economic Opportunity, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records of CONSULTANT which are directly pertinent to this CONTRACT for the purpose of making audit, examination, excerpts, and transcriptions. CONSULTANT shall retain all records relating to this CONTRACT for six (6) years after the County makes final payment and all other pending matters are closed.

10.14 E-Verify: CONSULTANT shall utilize the U. S. Department of Homeland Security's E-

Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

- (1) all persons employed by the CONSULTANT during the term of the CONTRACT to perform employment duties within Florida; and
- (2) all persons, including sub consultants, assigned by the CONSULTANT to perform work pursuant to the CONTRACT with the County.

10.15 No obligation to third parties: No party to this CONTRACT shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by the other party to third parties, and nothing in this CONTRACT shall be deemed to contemplate either party as a partner, agent or representative of the other party.

10.16 Representation before DEO and HUD: It is understood that a representative of CONSULTANT will represent this project before any and all DEO and United States Department of Housing and Urban Development (HUD) meetings or hearings. A representative of COUNTY may attend upon being notified of the meeting or hearing.

IN WITNESS WHEREOF the parties hereto have executed this CONTRACT as of the date first written above.

Consultant:

INDIAN RIVER COUNTY  
By its Board of County Commissioners

By \_\_\_\_\_

By \_\_\_\_\_  
Bob Solari, Chairman

\_\_\_\_\_  
Printed Name and Title

Date Approved by BCC: \_\_\_\_\_

Date \_\_\_\_\_

Witness:

Attest: Jeffrey R. Smith, Clerk of Court  
And Comptroller

By \_\_\_\_\_

By \_\_\_\_\_  
Deputy Clerk

Printed Name \_\_\_\_\_

Approved:

\_\_\_\_\_  
Jason E. Brown  
County Administrator

Approved as to form and legal  
sufficiency:

\_\_\_\_\_  
Dylan Reingold  
County Attorney



**Indian River County Purchasing Division**

1800 27<sup>th</sup> Street  
Vero Beach, FL 32960  
Phone (772) 226-1416

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## **Request for Proposals**

Project Name: Housing Rehabilitation Category  
CDBG Administration Services  
FFY 2017 (Contract # 19DB-ON-10-40-01-H 03)

RFP #: 2019036

**RFP Opening Date: January 25, 2019**

**RFP Opening Time: 2:00 P.M.**

**All submittals must be received by the Purchasing Division, 1800 27<sup>th</sup> Street, Vero Beach, Florida 32960 prior to the date and time shown above. Late submittals will be not be accepted or considered.**

PLEASE SUBMIT (1) ONE PRINTED VERSION MARKED ORIGINAL, FIVE (5) PRINTED COPIES AND ONE (1) ELECTRONIC COPY OF YOUR PROPOSAL IN PORTABLE DOCUMENT FORMAT (PDF) ON EITHER CD OR THUMB DRIVE.

**Refer All Questions to:**  
[purchasing@ircgov.com](mailto:purchasing@ircgov.com)

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**REQUEST FOR PROPOSALS 2019036  
CDBG ADMINISTRATIVE SERVICES**

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The Indian River County Board of County Commissioners is requesting proposals from qualified individuals or firms to provide administration services in conjunction with a Florida Small Cities Community Development Block Grant (CDBG) in the Housing Rehabilitation category for Federal Fiscal Year 2017 (Contract # 19DB-ON-10-40-01-H 03).

The specific project to be administered is a Housing Rehabilitation category CDBG to assist very-low, low, and moderate income households in the unincorporated areas of Indian River County with rehabilitation, demolition, replacement of housing units that do not meet the standards of safe and sanitary housing.

A CDBG of \$750,000.00 was awarded to the County; therefore, procurement and contracting will follow CDBG regulations.

The Request for Proposals (RFP) containing a detailed "Scope of Work" and submittal instructions for this project may be obtained from [www.demandstar.com](http://www.demandstar.com) or by selecting "Current Solicitations" at <http://www.ircgov.com/Departments/Budget/Purchasing>.

All submittals must be received by the Purchasing Division, 1800 27th Street, Building B, Vero Beach, Florida 32960 by 2:00 p.m. Friday, January 25, 2019. Late submittals will not be accepted or considered.

The Board of County Commissioners reserves the right to accept or reject any and all proposals in whole or in part and to waive any technicality or irregularity.

INDIAN RIVER COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER, A FAIR HOUSING ADVOCATE AND A HANDICAP ACCESSIBLE JURISDICTION.

**PURCHASING MANAGER  
INDIAN RIVER COUNTY**

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**Publish: For Publication in the Indian River Press Journal**

**Date: Sunday, December 30, 2018**

**Please furnish Tear Sheet, Affidavit of Publication, and Invoice to:**

**Indian River County**  
Purchasing Division  
1800 27<sup>th</sup> Street  
Vero Beach, FL 32960

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## Statement of No Bid/Proposal

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Should you elect not to submit a response, please complete and send this page by email ([purchasing@ircgov.com](mailto:purchasing@ircgov.com)), fax (772-770-5140) or by mail to Indian River County Purchasing, 1800 27<sup>th</sup> Street, Vero Beach, FL 32960.

Please select all of the following that apply. Our decision not to bid on the subject project was based on:

- Project is located too far from our base of operations
- Project value too low
- Project specifications unclear (please explain below)
- Material availability may be a challenge
- Our current schedule will not allow us to perform
- Unable to meet insurance requirements
- Other:
- Other:

General comments regarding the bid and/or plans and specifications:

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## Proposer Information Form

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Please return one copy of this form to assist us in learning more about where our solicitation opportunities are most often found.

Please tell us how you found out this Request for Proposals was released/available:

- Indian River Press Journal (TCPalm)
- Demandstar/Onvia
- Email from Purchasing Division
- Indian River County Web Site
- Planroom (Please provide the name): \_\_\_\_\_
- Other (please describe): \_\_\_\_\_



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## **General Project Information and Scope of Services/Work**

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### **Purpose**

Indian River County is soliciting proposals for consultants to administer a Federal Fiscal Year 2017 Housing Rehabilitation Category Community Development Block Grant (CDBG). The successful proposer shall have the proven ability to provide services required pursuant to this Request for Proposals (RFP), which includes, but is not limited to all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment, personnel, and services to provide full and complete program administration services for the Housing Rehabilitation CDBG and, in particular, the following specific requirements and conditions described in this RFP, including all applicable terms and conditions as set forth in the Florida Department of Economic Opportunity (DEO) Agreement and not expressly referenced in the RFP.

### **Overview**

Indian River County is an urbanizing county in East Central Florida, encompassing approximately 543 square miles. The current population of the County is approximately 151,000. About 34% of those residents live in one of the county's five municipalities, while the remainder lives in the unincorporated area of the county.

In August 2018, the County applied for, and was later awarded, a \$750,000 Housing Rehabilitation CDBG for FFY 2017. That grant must be used for housing rehabilitation/demolition/replacement for owner-occupied single family homes as approved by the Florida Department of Economic Opportunity. A minimum of eleven (11) Low and Moderate Income (LMI) households must be assisted, with no less than three (3) of those households in the "low-income" category (at or below 50% Area Median Income) and no less than two (2) of those households in the "very low income" (incomes not exceeding 30% of Area Median Income) category.

The period of performance for the contract for grant administration services is anticipated to run from date of contract award to closeout of the CDBG project.

### **Tentative Submission, Review, and Contract Award Schedule**

December 30, 2018	Advertise for Request for Proposals
January 25, 2019	Proposal Submission Deadline
January 29, 2019	Selection Committee meets to rank proposals, short-list proposals, and provide notification regarding interviews (if held)
February 1, 2019	Presentation by consultants; and consultants ranking by consultant selection committee (if necessary)
February 12, 2019	Board of County Commissioners Approval of Proposal

### **Limitation**

This request for proposals does not commit the Indian River County Board of County Commissioners to award a contract or to pay any costs incurred in preparation of a response to this request.

### **The County's Obligations**

- The County shall make available to the consultant any data available in the County's files pertaining to the work to be performed under this agreement.
- The County agrees, upon contract award, to pay fees and other compensation in accordance with a fee schedule to be incorporated in a final contract.
- The County shall have the sole right to determine which units or sections of the work that the consultant shall initiate and in what order.
- The County Community Development Director shall decide and dispose of all claims, questions, and disputes arising under this agreement.
- The County reserves the right to audit the records of the consultant related to this agreement at any time during the contract period and for a period of three years after final payment is made. The consultant shall provide copies of any records solely at the cost of reproduction.

### **The Consultant's Obligation**

The consultant shall administer the County's CDBG in accordance with the County's CDBG Housing Rehabilitation agreement with DEO (forthcoming), the County's CDBG Housing Assistance Plan (Attachment A), and other applicable documents and requirements related to the County's CDBG. All professional services must be to current professional standards and adequate qualified staff shall be maintained for the duration of the CDBG award. Specific tasks involved with this project include, but are not limited to:

### **General Requirements**

- Assist the County in the actions approved by DEO for the CDBG within the specified budget.
- Perform an environmental review and request release of project funds.
- Assist County staff with the financial procedures for receiving funds and disbursement of payments. Assist in financial reporting.
- Prepare spreadsheets of budget and expenditures and monitor budget and expenses.
- Assess and ensure the local government's compliance with federal, state, and local regulations concerning procurement, employment, personnel and property management, records retention, fair housing, ethics, etc.
- Provide assistance in solicitations for needed services, which may include abstractors, surveyors, lead inspectors, and contractors.
- Conduct a project area meeting (if necessary) to explain the program to residents/owners.
- Meet with the local building official to lay out the parameters of the specific code criteria the building department wishes utilized in the rehabilitation of the housing units.
- Maintain all CDBG Housing Rehabilitation and client/applicant files.
- Retain CDBG related files/records for the length of time required by DEO and the US Department

of Housing and Urban Development and provide access to those files as needed.

- Supervise all payment authorizations to assure proper documentation and appropriate payments.
- Produce and submit required program reports, including any quarterly, final, Section 3 and Women and Minority Business-Owned Enterprises (W/MBE) reports, and other reports as may be requested.
- Represent the local government during local/state/federal agency monitoring visits and inquiries.
- Provide responses to audits and monitoring reports for review and approval by County.
- Develop corrective action plans to address noted deficiencies (from audit or monitoring reports).
- Respond to questions and/or complaints from citizens.
- Recommend policy and/or grant amendments. Take necessary actions in response to the local government's decision, such as advertising and conducting public hearings, updating the project environmental review file, and attended meetings.
- Organize and conduct Citizens Advisory Task Force meetings as needed.
- Perform program close-out activities, including submission of reports and provision of follow-up information.
- Other administrative tasks related to the Indian River County Housing Rehabilitation CDBG for the successful administration and closeout of the grant.
- Ensure compliance with all applicable CDBG requirements.
- Attend meetings as needed and requested by the County.

#### Client/Applicant Selection & Work Write-ups

- Administer an intake application for potential clients and carrying out housing inspections of all identified units to determine if applicants qualify for the program and the extent of work needed for each residence.
- Verify each applicant's income to determine eligibility.
- Carry out detailed housing inspections, complete work write-ups, and construction cost estimates. If the unit was constructed prior to 1978 a lead based paint test will be carried out by an independent contractor.
- Review work write-ups with the owner and obtain the owners signed acknowledgment that they are in agreement with the work to be carried out.
- Obtain title searches on each potential unit to ensure the applicants have equitable interest in the property.
- Rank all potential clients and present the ranked list to County for approval or revision.
- Identify and appropriately acknowledging all clients with potential conflicts of interest. Consultant must request and obtain from DEO waivers to rehabilitate units belonging to clients with potential conflicts of interest.

#### Construction & Contractor Related Activities

- Work with County staff to prepare invitations to bid, request for quotes, and associated documents.
- Oversee the rehabilitation work bidding process. Consultant must ensure that contractors will perform a mandatory walk through of the dwellings, prior to bidding and must coordinate with

County staff to ensure compliance with county requirements.

- Review bids and provide input regarding contractor eligibility and compliance.
- Review proposed bids and coordinate with County staff prior to presenting bids and contracts to the homeowner for approval.
- Oversee execution of rehabilitation contracts. The contractor and owner will be required to be in attendance and both the contractor and the owner will sign a written acknowledgment of the work to be completed.
- Prepare notices to proceed.
- Ensure that contractors will record Notices of Commencement.
- Manage construction contracts and ensure that all federal, state and local laws are met.
- Photo and video pre-construction, during construction, and post construction activities at each housing unit.
- Perform interim and final housing inspections.
- Relocate the owner out of the dwelling, if it is necessary.
- Obtain a signed work acceptance verification from the owner prior to release of final funds to contractor.
- Ensure satisfaction of the mechanics' lien law.
- Monitor contractor performance and compliance with contract requirements, including required evaluation of contractors' weekly payroll for federal projects.

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## Proposal Instructions

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Proposers shall submit the following:

**Information to Be Submitted:** Submit one marked original, five (5) copies, and one (1) electronic copy of your proposal in portable document format (pdf) on either cd or thumb drive. Submittals should be concise and should demonstrate the proposer's ability to provide information in a succinct manner. Submittals must include and are requested to be organized as follows:

- a. Cover Letter. The proposer shall provide a cover letter with the following information: name, address, telephone number, FAX number and e-mail address of the individual(s) with authority to negotiate and contractually bind the consultant, if selected. Proposer shall also provide a comprehensive organizational chart.
- b. Proposal. The proposer shall describe how the requested services will be provided. Any specific approach or methodology should be identified. Proposer shall provide proposed timeliness for the specified services/deliverables. The proposal must include a statement of recent, current, and projected workloads of the firm. Specific concerns regarding the scope of work called for in this request and recommended potential solutions to these concerns should be identified.
- c. Corporate experience and capacity. The proposer shall state the size of the firm, the size of the firm's staff, the location of the office from which this service is to be performed and the number and nature of the professional staff to be employed in the performance of this service on a full-time basis and the number and nature of the staff to be so employed on a part-time basis. Proposals will only be considered from those firms demonstrating historical expertise and experience in CDBG grant administration.
- d. Qualifications. The proposer shall submit comprehensive statements for qualifications and resumes of all involved in the delivery of the offered services. In addition, the submittal shall include:
  - identification of project manager and statement of amount of project director's time to be devoted to the project;
  - a statement as to the amount of time each staff member will spend on the project.
- e. References. The proposer shall provide at least three (3) references for similar CDBG contracts. Include the name of the organization, the length of the contract, a brief summary of the work, and the name and telephone number of a responsible contact person. References should contain only those for similar services.
- f. Cost. The proposer shall state a fee for services, with an explanation of the basis for the fee. Fees must be quoted as lump sum. A proposed payment schedule will be developed prior to contract award. The administrative fees will be scored as 5% of the total for ranking of proposals as indicated in the Evaluation Criteria section. Non-CDBG administration fees (if any) will be negotiated after ranking, in compliance with the Florida Consultants Competitive Negotiation Act.
- g. Sworn statement on Disclosure of Relationships as per Section 105.08 of the Indian River County Code.
- h. Certification Regarding Prohibition Against Contracting with Scrutinized Companies

**Method of Selection:** The County shall convene the Selection Committee of which the responsibility shall be as follows:

- a. Independently review and evaluate each Submittal
  1. Each committee member shall evaluate each firm by assigning a number of points for each criterion, as established in the solicitation, and then totaling the number of points for all criteria.

2. Each committee member shall then rank the firms on the basis of the total number of points received for all criteria, with the firm receiving the most points being ranked # 1.
- b. As a "committee of the whole", develop a combined ranking order of all Submittals meeting minimum qualifications. The ranking of firms shall be done in the following manner:
  1. The rankings received by each firm from all committee members shall be totaled and divided by the number of committee members, to produce an average ranking.
  2. The firm receiving the lowest average ranking (i.e. closest to # 1) shall be ranked the # 1 firm, and the process repeated until all firms have been ranked according to their average ranking.
  3. In the event of a tie, the ranking of tied firms shall be determined by a comparison of the total number of points received by each firm from all committee members. The firm with the highest number of points will be awarded the higher ranking position.
  4. The Committee may discuss the rankings and their reasons behind them, and each member may modify their ranking of firms accordingly until the committee is satisfied with the rankings.
  5. After interviews (if the committee decides to hold interviews), and based upon information learned during the interviews, each committee member will rank the firms in order of preference and a consolidated final committee ranking established.
  6. The committee's meeting(s) shall be open, except that interviews/presentations and meetings (if any) held to discuss negotiation strategies, shall be closed.
- c. The County may, solely at its own option, seek additional Submittals with this or a similar Submittal in the event the County, solely at its own option, determines that the quantity and/or quality of Submittals received is insufficient to meet the County's needs and/or that award of a contract arising from this RFP would not be in the public interest.
- d. The Committee shall forward its recommendations in accordance with the ranking to the Indian River County Board of County Commissioners, which shall, at its sole option, authorize negotiations of a contract pursuant to the requirements of Florida law.
- e. The Indian River County Board of County Commissioners possesses sole authority to award a contract for the services sought herein.

**Initial Ranking Criteria:**

Criteria	Maximum Points Awarded
Successful similar Florida Small Cities CDBG Experience	25
Management and staffing: experience, capacity and availability.	25
Familiarity or ability to quickly become familiar with local conditions. (This does not require previous employment or contractual experience with the County.)	25
Approach to needs, tasks to be performed (thorough, services match needs).	20
Administrative Fee	5
<b>Total</b>	<b>100</b>

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## General Instructions

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**Cone of Silence.** Potential respondents and their agents shall not communicate in any way with the Board of County Commissioners, County Administrator or any County staff other than Purchasing personnel in reference or relation to this solicitation. This restriction shall be effective from the time of bid advertisement until the Board of County Commissioners meets to authorize ranking and/or award. Such communication may result in disqualification.

**Sealed Submittals and Envelope Markings:** All proposals shall be submitted in a sealed envelope. The outside of the envelope shall be clearly marked with the Submitter's Name and Return Address, Proposal #, Title, Date of opening, and Time of Opening.

**Opening Location:** Submittals must be received by the Purchasing Division at 1800 27<sup>th</sup> Street, Vero Beach, FL 32960, on or before the closing hour and date listed in the Request for Proposals. Submittals received after the stated time and date will not be considered.

**Submission:** Submit one (1) marked original, five (5) copies, and one (1) electronic copy of your proposal in portable document format (pdf) on either cd or thumb drive. All proposals must be signed with the legal Firm name by an Officer or employee having authority to bind the company or firm by his / her signature.

**Confidential or Trade Secret Information:** Proposals submitted in response to this request are public records. Pursuant to section 119.071, Florida Statutes, any financial statement that the County requires a prospective bidder to submit in order to prequalify for bidding or for responding to a proposal for a public works project is exempt from the Public Records Law. Therefore, any financial statement that you submit that you wish to remain confidential shall be submitted in a sealed opaque envelope and marked "Confidential Financial Statement Enclosed." Trade secret information must be clearly identified as instructed per section 812.081(1)(c), Florida Statutes. Proposers are requested to specifically identify any information contained in their proposals which they consider confidential as a trade secret and which they believe to be exempt from disclosure. You must cite to the specific facts that demonstrate that such information is exempt as a trade secret under the applicable law. Any Proposer marking, labeling or declaring their entire proposal "Confidential and Proprietary" may be disqualified. By submission of a response to this RFP the proposer agrees to indemnify and hold the County and its commissioners, officers, employees and agents harmless should any information marked as confidential and/or proprietary knowingly or unknowingly be released as the result of a public records request or if any information marked as confidential and/or proprietary is not released as a result of a public records request.

**Taxes:** Indian River County is exempt from any taxes imposed by State and / or Federal Government. Exemption Certificates, if required, are to be furnished by the successful proposer and will be filled out by the County.

**Indemnification:** The Proposer shall defend, indemnify and hold harmless the County and its commissioners, officers, employees and agents, from any and all losses, damages, expenses (including reasonable attorneys fees) and other liabilities of any type whatsoever, arising out of or relating to any negligence, intentional tort, breach of contract, or breach of applicable law by the proposer, or its employees, agents, subcontractors, or other persons or entities performing work under the contract.

**Public Access:** The Proposer shall comply with Florida's Public Records Law in accordance with the provisions of Chapter 119, Florida Statutes. Specifically, the Proposer shall keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service. The Proposer shall provide the

public with access to public records on the same terms and conditions that the County would provide the records at a cost that does not exceed the costs provided in Chapter 119 or as otherwise provided by law. The Proposer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. The Proposer shall meet all requirements for retaining public records and transfer, at no cost, to the County, all public records in possession of the Proposer upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

**Public Entity Crimes:** Pursuant to Florida Statutes Section 287.133(2)(a), all Submitters are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity (defined as the State of Florida, any of its departments or agencies, or any political subdivision); may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes Section 287.017 for CATEGORY TWO [currently \$35,000] for a period of 36 months from the date of being placed on the convicted vendor list. A "public entity crime" means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

**Suspension and Debarment:** Indian River County will not make award to parties listed on the government-wide exclusions in the System for Award Management (SAM). The bidder agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**Scrutinized Companies Lists:** The bidder certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, Contractor certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. The County may terminate this Contract if Company is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes. County may terminate this Contract if Company, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

Accordingly, firms responding to this solicitation shall return with their response an executed copy of the attached "Certification Regarding Prohibition Against Contracting With Scrutinized Companies." Failure to return



this executed form with submitted bid/proposal/statement of qualifications will result in the response being deemed non-responsive and eliminated from consideration.

**Non-Discrimination:** Indian River County will not knowingly do business with vendors, proposers, or contractors who discriminate on the basis of race, color or national origin, sex, sexual orientation, gender identity, age and/or disability. Through the course of providing services to the County, Contractors shall affirmatively comply with all applicable provisions of Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as well as all other applicable regulations, guidelines and standards. Any person who believes their rights have been violated should report such discrimination to the County's Title VI/Nondiscrimination Coordinator through the office of the County Attorney.

**Local Preference:** Indian River County has no local ordinance or preferences, as described in Florida Statutes section 255.0991(2) in place, therefore no preference prohibited by that section will be considered in the acceptance, review or award of this bid.

**Energy Policy and Conservation Act** – The proposer agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**Regulations:** It shall be the responsibility of the proposer to assure compliance with any OSHA, EPA and / or other Federal or State of Florida rules, regulations, or other requirements, as each may apply.

**Interpretations:** No oral interpretations will be made to any proposer as to the meaning of the request for proposal documents. Every request for such an interpretation shall be made in writing, addressed and forwarded to Indian River County ([purchasing@ircgov.com](mailto:purchasing@ircgov.com)) ten (10) or more days before the date fixed for opening of the proposals. The County shall not be responsible for oral interpretations given by any County employee. Every interpretation made to proposers will be in the form of an Addendum, which if issued, will be sent promptly as is practical to all persons to whom RFP documents have been issued. All such Addenda shall become part of the RFP documents. Further, it shall be the responsibility of each proposer, prior to submitting their response, to contact Indian River County's Purchasing Division at (772) 226-1416 to determine if addenda were issued and to make such addenda a part of their submittal.

**Direct Purchase:** Indian River County reserves the option to purchase certain tangible materials necessary for the performance of the Contract, and thereby save the amount of the sales tax thereon by virtue of the Owner's status as a Tax Exempt Institution. For the purpose of these procedures, the proposer will assign to the County any rights the proposer may have under quotes, contracts or commitments received from the particular vendor or supplier for the materials described in the requisition. The invoiced amount of County Purchased Materials and applicable sales tax, had the purchases not been tax exempt, once finalized through the Owner's Purchase Order and after confirmation of completed delivery and acceptance, will be deducted from the proposer's Contract price via Change Order.

**Permits, Impact and Inspection Fees.** In accordance with Florida Statutes Section 218.80, the "Public Bid Disclosure Act", Indian River County as OWNER is obligated to disclose all license, permit, impact, or inspection fees that are payable to Indian River County in connection with the construction of the Work by the accepted proposer. All permit, impact, or inspection fees payable to Indian River County in connection with the work on this County project will be paid by Indian River County, with the exception of re-inspection fees. The Proposer shall not include ANY PERMIT, IMPACT, NOR INSPECTION FEES payable to **Indian River County** in their cost proposal.

**Applicable Law and Venue:** This solicitation, its resulting agreement and all rights and duties of the parties hereto shall be governed by the laws of the State of Florida, including but not limited to the provisions of the Florida Uniform Commercial Code Chapters 671-679 F.S., for any terms and conditions not specifically stated in this solicitation and any resulting agreement. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Contract shall be in Indian River County, Florida, or, in the event of a federal jurisdiction, in the United States District Court for the Southern District of Florida.

**Conflict of Interest:** Any entity submitting a bid or proposal or entering into a contract with the County shall disclose any relationship that may exist between the contracting entity and a County Commissioner or a County Employee. The relationship with a County Commissioner or a County Employee that must be disclosed is as follows: *father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, or grandchild*. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity. The disclosure of relationships shall be a sworn statement made on a County approved form. Failure to submit the form will be cause for rejection of the bid or proposal.

**Cancellation:** It is the intention of Indian River County to purchase material and / or services from sources of supply that will provide prompt and convenient shipment and service. Any failure of the supplier to satisfy the requirements of the County shall be reason for termination of the award.

**Errors:** When an error is made in the extension of generating total prices or in any other process of completing the proposal, the original unit prices submitted will govern. Carelessness in quoting prices, or in preparation of the proposal otherwise, will not relieve the proposer.

**Right to Protest:** Any actual or prospective bidder or proposer who is aggrieved in connection with a competitive selection process may protest to the Purchasing Manager. The protest shall be submitted to the Purchasing Manager in writing within seven (7) calendar days after the bidder or proposer knows or should have known of the facts giving rise to the protest. If the protest is not resolved by mutual agreement, the Purchasing Manager shall promptly issue a decision in writing, after consulting the Department and the Office of the County Attorney.

**Awards:** The County reserves the right to cancel the solicitation, reject any and all proposals or waive any irregularity or technicality in submittals received. The County reserves the right to not make any award(s) under this solicitation.

**Termination by the County:** The County reserves the right to terminate a contract by giving thirty (30) days notice, in writing, of the intention to terminate, if at any time the Contractor/Proposer fails to abide by or fulfill any of the terms and conditions of the contract. The County also reserves the right to terminate this contract for convenience of the County and / or with or without cause.

**Compliance with Laws and Regulations:** Submitter agrees that they will comply with all Federal, State, and Local Laws and Regulations applicable to the production, sale, and delivery of the goods or the furnishing of any labor or services called for by this solicitation and any resulting agreement, and any provisions required thereby to be included herein shall be deemed to be incorporated herein by reference. Noncompliance may be considered grounds for termination of contracts.

**Insurance:**

The Selected Firm shall not commence work until they have obtained all the insurance required under this section, and until such insurance has been approved by the County. Firm's insurance shall be primary. The County shall be named as an additional insured for both General Liability and Automobile Liability. The awarded firm shall maintain the following limits of insurance during the term duration of this agreement.

**General Liability**

Each Occurrence \$500,000  
Fire Damage-any one fire \$50,000  
Medical Expenses-any one person \$5,000  
Personal and Advertising Injury \$500,000  
General Aggregate \$500,000  
Combined Single Limit \$500,000

**Automobile Liability** – Combined Single Limit \$500,000

**Worker's Compensation** as required by the State of Florida

Each accident \$100,000  
Each Disease – Each employee \$100,000  
Each disease – policy limit \$500,000

**Professional Liability Insurance**

\$1,000,000 per occurrence  
\$2,000,000 aggregate combined single limit  
\$5,000 maximum deductible per claim

The policy shall cover the firm, all employees, and/or volunteers, and all independent contractors, subcontractors and professional contractual persons hired or retained by contractor.

All above insurance policies shall be placed with insurers with a Best's rating of no less than A-VII. The insurer chosen shall also be licensed to do business in Florida. The insurance policies procured shall be "Claims Made" policies or as generally available on the open insurance market.

The Insurance Carriers shall supply Certificates of Insurance evidencing such coverage to the Indian River County Risk Management Department prior to the execution of this Agreement.

The insurance companies selected shall send written verification to the Indian River County Risk Management Department that they will provide 30 days written notice to the Indian River County Department of Risk Management of its intent to cancel or terminate.

***Indian River County reserves the right to accept or reject any or all proposals in whole or in part and waive all any technicality or irregularity.***

**PROPOSAL PRICING – RFP 2019036 – Housing Rehabilitation Category  
CDBG Administration Services**

Proposer submits the following price for the work described in this solicitation:

Description	Cost*
Total Project Budget	\$

\*A proposed payment breakdown by task will be identified prior to contract award.

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown above all of the services specified in the RFP document, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Title

(     )     -  
\_\_\_\_\_  
Phone

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
E-mail

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**SWORN STATEMENT UNDER SECTION 105.08, INDIAN RIVER COUNTY CODE, ON DISCLOSURE OF  
RELATIONSHIPS**

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**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement **MUST** be submitted with Bid, Proposal or Contract No. 2019036  
for Housing Rehabilitation CDBG Category Administration Services

2. This sworn statement is submitted by: \_\_\_\_\_  
\_\_\_\_\_  
(Name of entity submitting Statement)

whose business address is:

\_\_\_\_\_ and its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

3. My name is \_\_\_\_\_  
(Please print name of individual signing)

and my relationship to the entity named above is \_\_\_\_\_

4. I understand that an "affiliate" as defined in Section 105.08, Indian River County Code, means:

The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity.

5. I understand that the relationship with a County Commissioner or County employee that must be disclosed as follows:

Father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, or grandchild.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the

entity, have any relationships as defined in section 105.08, Indian River County Code, with any County Commissioner or County employee.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents, who are active in management of the entity have the following relationships with a County Commissioner or County employee:

Name of Affiliate or entity	Name of County Commissioner or employee	Relationship
_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC

SIGN: \_\_\_\_\_

PRINT: \_\_\_\_\_

Notary Public, State at large  
My Commission Expires:

(Seal)

---

**CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH  
SCRUTINIZED COMPANIES**

---

**(This form MUST be submitted with your response)**

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Name of Respondent: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Signature)

Title: \_\_\_\_\_

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

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**Attachment A – Indian River County CDBG Housing Assistance Plan**

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**Community Development Block Grant  
(CDBG)**

**Housing Assistance Plan**

**For**

**INDIAN RIVER COUNTY  
FFY  
2018 - 2022**

**July 10, 2018**

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## I. INTRODUCTION

This manual is a guide for implementing the housing strategies and related aspects of Indian River County's (henceforth "County") Community Development Block Grant (CDBG) Housing Programs, including the Regular CDBG categories (henceforth "CDBG"), and the Community Development Block Grant Disaster Recovery Initiative (henceforth "DRI"). The responsibilities of the County, the Applicant homeowner, construction contractor, the Program Administrator (PA) and the Housing Rehabilitation Specialists (HRS) are specifically addressed in this manual.

The Program Administrator (PA) shall be the County Designee for oversight of this Housing Assistance Plan (HAP) and Procedures, and his/her duties are addressed herein. The PA shall approve all HRS work, including any Consultant or contract work, such as grants administration or project delivery services. The PA makes all final recommendations and decisions as to awards, monitoring reports, policies or other work generated by contractors or consultants. The major focus of this manual is on housing finance, housing rehabilitation, demolition/clearance, procurement and replacement of eligible, HRS-approved dwellings. Relocation of households is also covered to a limited extent, as described herein. The Anti-Displacement Policy should be consulted if displacement or permanent relocation becomes a concern. Except under Federally Declared Disasters and similar extenuating circumstances, and by waiver of the County Commission and approval by the Florida Department of Economic Opportunity (FDEO), no CDBG housing activity shall be undertaken that causes displacement of legal residents from a dwelling unit. Permanent relocation shall only be considered for replacement units where the existing lot is not suitable for the replacement unit or is unsafe for the residents. Eminent domain shall not be addressed using County CDBG Housing funds.

The goal of the CDBG program(s) is to meet the U.S. Department of Housing and Urban Development (HUD) CDBG (DRI where applicable) National Objectives including but not limited to the rehabilitation of substandard units, and the rehabilitation of units affected by natural disasters, located within the unincorporated limits of the County and to bring them up to a minimum acceptable living standard. This standard shall include the HUD Section 8 Minimum Housing Quality Standards (Section 8 HQS), the current Florida Residential Building Code and other relevant local codes (whichever is most stringent for each code-related item). This goal will be achieved through the use of CDBG funds to contract for the required rehabilitation construction. The rehabilitation units under the CDBG regular category and DRI categories to be assisted shall be owner-occupied.

**DISCLAIMER:** Not all provisions apply to all programs herein. County staff, or designee, reserves the right to make final interpretation of this plan. Further, in the event of any conflict between or among any provision(s) herein applicable

Florida Administrative Rules, statutes, or HUD regulations the more stringent may be applied by County staff or designee.

## **II COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND DRI PROGRAMS OPERATIONAL POLICES AND PROCEDURES**

All procedures outlined in this section are applicable to all CDBG categories including Regular Category Housing Rehabilitation, and the Disaster Recovery Initiative Housing Rehabilitation and Assistance Category. The operational procedures in this section govern all categories, unless otherwise specified, and may be amended or expanded by any requirements set forth in the individual strategies and the different programs and categories may require.

### ***A. Housing Program Objectives***

Maximizing community improvement and benefit should be the goal of any housing program on its way to meeting national and/or State funding objectives. The objectives of the County's Housing Rehabilitation Programs include but are not limited to:

1. For all CDBG Programs, to assist and encourage the revitalization of very low, low to moderate income neighborhoods through a Housing Rehabilitation and Deferred Payment Loan (DPL) Program.
  - a. AMI means Area Median Income
  - b. VLI shall mean very low income or below thirty percent (30%) of AMI
  - c. LI shall mean low income or between thirty percent (30%) and fifty percent (50%) of AMI
  - d. LMI shall mean low-to-moderate income or not to exceed eighty percent (80%) AMI
  - e. OI shall mean over income for the particular income for which an Applicant is applying for benefit under the list above. OI households cannot benefit from CDBG direct assistance (in this case housing).
2. For DRI Only, to encourage the revitalization of very low, low to moderate income neighborhoods affected by declared natural disasters through a DRI Housing Rehabilitation and Deferred Payment Loan (DPL) Program.
3. For CDBG and DRI programs, to remove unhealthy or hazardous conditions (slum and blight) in VLI and LMI households.
4. To use Community Development Block Grant rehabilitation grant funds as a catalyst to encourage residents of VLI and LMI neighborhoods to improve their community.
5. For CDBG and DRI programs, to address urgent community needs.

6. For all CDBG programs, to preserve existing housing stock, or replacement of substandard housing.
7. For all CDBG programs, to enable VLI and LMI families to rehabilitate their homes by providing financial and technical assistance to those unable to obtain private financing.
8. For all CDBG programs, to reduce utility costs and to improve the comfort of VLI and LMI families through green construction standards and weatherization activities related to rehabilitation.
9. For all CDBG programs, to improve the property tax base in VLI and LMI neighborhoods.
10. For all CDBG programs, to increase employment and training opportunities for local residents and minority persons through the hiring of individuals and small businesses owned and operated by Section 3 persons and businesses or persons residing in the vicinity of local projects.
11. For all CDBG programs, to make homes accessible to elderly/handicapped occupants as may be required by code, accessibility requirements or as determined at the County's discretion.
12. For all CDBG programs, to minimize impact of program participation on Applicants and to limit direct costs encountered because of program participation.
13. For all CDBG programs, to adopt modern, green building and energy-efficient improvements for building rehabilitation and construction.
14. For CDBG and DRI programs, treat all participating Applicant homeowners, residents, and contractors fairly, with sensitivity and respect for their needs, and in accordance with program rules.
15. For CDBG and DRI programs, to provide all program Applicants any reasonable assistance necessary to carry out the objectives of the program, bearing in mind:
  - a. that Applicant homeowners hold the primary responsibility for maintaining their property and personal finances,
  - b. that contractors are primarily responsible for the quality of their work and their obligations to suppliers, creditors, subcontractors and employees; and
  - c. that any assistance provided must be authorized at the proper level.

16. For CDBG and DRI programs, to prepare and harden homes against high velocity winds and wind borne debris in the event of hurricanes and other such natural disasters.
17. For all CDBG programs, to allow some flexibility in administering the CDBG programs in order to meet the overall CDBG goals and objectives of rehabilitating each addressed dwelling, and to comply with HUD Section 8 HQS, the current Florida Residential Building Code and any local codes that may apply. The County Commission may waive program rules to achieve CDBG objectives and benefits only when the result will be consistent with established goals and objectives, and applicable federal, state or local regulations and requirements.
18. For all CDBG programs, to adopt Complementary activities which are eligible activities, as provided in Section 290.042, F.S., which are necessitated by the primary activity or project scored in the CDBG Application for which grant funds are requested.
19. For all CDBG programs, to allow Complementary activities in the Housing category, which include water and sewer hookups to provide service to units being rehabilitated or providing rehabilitation to the kitchen and/or bathroom plumbing of houses so that they can access water and/or sewer hookups. Water and sewer hookups are not complementary if they are the primary activity because the home is not being rehabilitated except as needed to allow the hookup.
  - a. For the purpose of this HAP the per-housing unit cost of providing service shall not exceed \$5,000. The use of CDBG funds for complementary activities may not exceed thirty five percent (35%) of the total CDBG funds requested for the primary activity.

## ***B. Key Terms***

### **Program Implementation:**

HAP: Housing Assistance Plan

PA: Program Administrator

HRS: Housing Rehabilitation Specialist

DPL: Deferred Payment Loan

SOW: Scope of Work

### **Governing bodies:**

CATF: Citizens Advisory Task Force

AHAC: Affordable Housing Advisory Committee

HRS: Housing Rehabilitation Specialist

FDEO: Florida Department of Economic Opportunity

SHIP: State Housing Initiatives Partnership

SHPO: State Historic Preservation Office

THPO: Tribal Historic Preservation Office

EPA: Environmental Protection Agency  
Local Government: Local elected body  
Recipient: Local governing body

**Income Status:**

AMI- Area median Income  
VLI: Very Low Income: Below 30% of AMI  
LI: Low Income: Between 30% and 50% of AMI  
LMI: Low-to-Moderate Income: Below 80% of AMI

**Other terms:**

Section 3: a person or business that meets the Federal Section 3 definition  
LBP: Lead Based Paint  
ACM: Asbestos Containing Material  
DRI: Disaster Recovery Initiative

**C. Common Housing Program Types**

Common Housing Program Types: Community Development Block Grants: *The Community Development Block Grant (CDBG) program is a flexible program that provides communities with resources to address a wide range of unique community development needs. CDBG Grants consist of the following Categories:*

1. Entitlement Communities:  
The CDBG entitlement program allocates annual grants to larger cities and urban counties (200,000 or greater in population) to develop viable communities by providing decent housing, a suitable living environment, and opportunities to expand economic opportunities, primarily for low- and moderate-income persons.
2. State Administered CDBG:  
Also known as the Small Cities CDBG program, the State award grants to smaller units of general local government (less than 200,000 population) that carry out community development activities. Annually, each State develops funding priorities and criteria for selecting projects.
3. Disaster Recovery Assistance:  
HUD provides flexible grants to help cities, counties, and States recover from federally declared disasters, especially in low-income areas, subject to availability of supplemental appropriations.

**D. Purpose of Policies and Procedures**

It is the policy of the County's Housing Rehabilitation Programs to document program policy guidelines and procedures to be used by County staff in the



everyday operations and practices utilized in reaching the goals of the Housing Assistance Programs. Further it is the County's policy to:

1. Assure that all programs are administered in strict conformance with the community development and rehabilitation rules and all applicable local, state and federal requirements (including equal opportunity, conflict of interest, etc.).
2. Assure that no member of the Congress of the United States, the Citizen's Advisory Task Force (CATF), County Commission, or any other elected official shall serve on the CATF or share in proceeds or benefits of CDBG funded rehabilitation work. This monetary benefit would constitute a conflict of interest.
3. With regard to regular category CDBG and DRI categories, housing rehabilitation will be the first priority, with housing replacement units being addressed when program funds are available.

#### ***E. Administrative Program Policies and Procedures***

##### **1. Housing Assistance Plan (HAP)**

As required by Federal and State rules and requirements, this Housing Assistance Plan was drafted for approval by the County Commission to be used as a written guide for implementing CDBG and DRI program specific housing strategies. Including but not limited to Applicant intake procedures, maximum funding amounts, and specific program inclusions and exclusions.

##### **2. Citizen Participation (See the County's Citizens Participation Plan)**

As required by specific program rules and requirements, public hearings will be held to provide information and discuss proposed activities to be undertaken, as well as address questions or concerns from the public. All public hearings and workshops shall be advertised in accordance with the appropriate funding agency (HUD, FDEO) requirements.

##### **3. Conflict of Interest**

The adherence to the rules and regulations in regard to Conflict of Interest is mandatory. All Applicants that may have a business or familial relationship with a member of the County Commission, CATF, HRS, PA, or participating construction contractors must fully disclose this relationship on the Application and defiantly before a construction contract is executed. In addition, all Applicant names must be disclosed at the regular meeting of the Board of County Commission and the CATF as the application process proceeds and these names must be included in the minutes of both the County Commission and the CATF meetings. County Commission and CATF members must disclose any relationship with an Applicant and must abstain from any vote related to that Applicant. Any cases of conflict of interests must be made known at a meeting of the County Commission. Before an Applicant with a

potential or real conflict as described in 24 C.F.R.570.489 (h)(2), is given final approval for participation the County must notify FDEO in writing. Prior to the expenditure of housing grant funds, the County must receive written notification of FDEO's approval of the waiver of conflict of interest, in accordance with C.F.R. Section 570.489 (h)(4). If this process is not followed the County and/or the Applicant may be liable for returning the funds expended to the program.

County employees that submit an application for rehabilitation assistance and who are involved in the decision making process related to the CDBG program or are involved in the financial approvals of this program must identify their conflict of interest at the time of application.

The Federal requirements are found in 24 CFR 85.36 (b) (3) and 24 CFR 570.489(h). The State of Florida requirements are found in Chapter 112.311 – 112.3143 of the Florida Statutes. A Conflict of Interest is defined as a relationship or circumstances whereby a person or organization exercises functions or responsibilities for funded activities through which they, their relatives, or know associates obtain or appear to obtain a financial benefit.

Two types of conflicts are noted, those being beneficiary and procurement.

1. A beneficiary conflict of interest would involve any direct benefit, such as housing rehab, utility hook-up or façade renovation. The conflict would occur when benefits are awarded to anyone with a role in the CDBG and or DRI program approval process, to include but not limited to, a member of a CATF, PA, County officials and Commission members. There are however exceptions to this rule which are explained in 24 CFR 570.611 (d). To request a waiver, the Applicant through the HRS and PA must be submitted in writing to the County for approval, who must then submit the request to FDEO for final approval. Any costs incurred prior to FDEO approval are unallowable. There are no retroactive waivers.
2. A procurement conflict of interest exists if there appears to be a relationship between a funded activity and County officers, their employees or agents, any member of their immediate family or any organization that employs or is about to employ, any of the aforementioned individuals. This conflict covers all aspects of the procurement, from solicitation, to award, to administration to include the writing of the Applicant Selection Criteria and in the Priority of Assistance, evaluating proposals and negotiating terms. The affected person must not participate in the procurement process in any manner; the level of conflict is irrelevant. Any conflict or appearance of a conflict requires non-participation. A procurement conflict cannot be waived.
4. Fair Housing (See the County's Fair Housing Policy)  
The County and all its Contractors, Consultants and vendors receiving CDBG and/or DRI grant funds shall comply with Title VIII of the Civil Rights Act of

1968, Restoration Act of 1987, Sec. 800 [42 U.S.C. 3601 note] (Fair Housing Act), as amended, 24 CFR Part 92.252, Fair Housing Rents, Title VI of the Civil Rights Act of 1964, Housing for Older Persons Act of 1995 (HOPA), Fair Housing Amendment Act of 1988, Age Discrimination Act of 1975, HCD Act of 1987, as amended, Section 109 of Title 1 of the Housing and Community Development Act of 1974 (570.487 and 570.495(b)), Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990 (ADA), Executive Order 11063, Executive Order 11259. Indian River County also will comply with 42 U.S.C. § 3604(f) (3), to ensure that the design and construction of covered multifamily dwellings include features of accessible design for disabled persons.

It is important to ensure that the housing program does not discriminate against any class of potential Applicants. All persons must be treated equally and not discriminated against on the basis of race, color, religion, sex, national origin, familial status, and disability, when serving housing needs.

The Fair Housing Act is the term commonly used to describe the provisions of Title VIII of the Civil Rights Act of 1968, as amended in 1988. The Act states that it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, familial status, and disability. In addition to what is covered under the Federal act, Florida law also prohibits discrimination on the basis of material status.

This language should be included in all program information announcements and advertisements relating to the housing program. It is important for housing administrators to be familiar with Fair Housing Laws, as well as the more subtle forms of discrimination.

Where possible, application materials and handouts for Applicant meetings should be in Spanish, and/or a multi-lingual representative of the organization receiving applications is present to assist Spanish speaking Applicants.

It is the policy of the County to ensure that all state and federally funded projects and activities prohibit discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, on the basis of race, color, religion, sex, national origin, familial status, and disability (including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18).

5. Equal Opportunity Employment: (See the County's EEO Policy)

It is the policy of the County to use state and federal grant funded programs to provide services to very low, low to moderate income Applicants. At no time will employment opportunities provided through the expenditure of state or federal funds or otherwise be denied on the basis of race, color, religion, sex, national origin, familial status, and disability. Notice of the policy will be placed in plain sight on the job location for the benefit of interested parties

and all Contractors, Consultants, vendors will be notified. All Equal Employment Opportunity Posters will be displayed as required by state and federal guidelines.

Equal Employment Opportunity protects all employees and the potential employment of all Applicants of the County and any Contractors, Consultants, and vendors receiving grant funds. These requirements apply at all times for the County or Contractors receiving state or federal grant funds.

6. Section 3 Employment Opportunities: (See the County's Section 3 Policy)  
The County and/or Contractors, Consultants, and vendors receiving grant funds shall comply with the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (as amended), Section 3 Statute—12 U.S.C. 1701u, Section 3 Regulation—24 CFR Part 135, 24 CFR 85.36(B)(8).

It is the policy of the County to use its best efforts to afford Section 3 residents and Section 3 business concerns the maximum practicable opportunity to participate in the performance of all grant funded contracts. The County may rely on written representations by businesses and residents regarding their status as Section 3 in lieu of an independent investigation.

Every effort shall be made to notify Section 3 residents and businesses residing or maintaining offices in the local area through public notices, as part of complying with Section 3. Documentation of such efforts is required.

7. W/MBE Employment Opportunities: (See the County's W/MBE Policy)  
The County and/or Contractors, Consultants, and vendors shall comply with: Public Law 95-507, The Small Business Act, and Executive Order 11625 of 1971. It is the policy of the County to use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of all grant funded contracts.

8. Permanent Relocation / Displacement:

General:

This activity involves replacement of an eligible owner-occupied unit. The County Commission or its PA will decide with the HRS on a case-by-case basis whether to utilize a slab "site built" replacement unit, a prefabricated unit, or a modular home. Decision items will include budget, zoning, replacement requirements, cost estimates, and a number of other items that may vary on a case-by-case basis.

Once the decision is made, the HRS prepares bid specifications based on Applicant homeowner input from review of available plans from the Contractor. Bidding contracting and inspections then proceed as in the rehabilitation process.

For all CDBG categories, permanent relocation (due to flood plain, non-conforming lot, hazards, etc.) and/or demolition-relocation are synonymous terms used in the rehabilitation program when a home is unsound and not suitable for rehabilitation based on the structural integrity criteria. The units must be redeveloped (replaced) on site or elsewhere due to problems with the site. Homeowner eligibility requirements are the same as for rehabilitation. Further policies are included in the local Anti-displacement and Relocation Policy. In this HAP, demolition-relocation shall refer to replacement housing to build a new unit in place of one that must be demolished for reasons outlined in this HAP and as recommended by the HRS.

The Housing Program will comply with the Uniform Relocation Act (URA) and Real Property Acquisition Policies Act of 1970. Except as provided for herein under a Federally Declared Disaster (and then only by Commission Waiver and FDEO approval), the County will not engage in any project under this HAP that displaces any legal, URA-covered occupants. When provided for in the program budget, for homeowner occupied housing assistance, temporary relocation services can be made available to qualified persons who need to relocate while rehabilitation work is completed. The maximum assistance amount and documentation required to show proof of use of funds shall be determined by the County Anti-Displacement and Relocation Policy that covers those situations in great detail. .

Applicant homeowners previously approved for proposed housing assistance may voluntarily withdraw their application for assistance, which must be confirmed in writing. If the PA determines the Applicant to be ineligible for assistance, the HRS shall recommend, and the County will send written notification to the Applicant stating that the application has been rejected and the reason for the rejection.

9. Property Acquisition: (See the County's URA Policy)

In the event the housing program needs or seeks to acquire property to address a specific community need, some fundamentally required steps will need to occur in order to ensure compliance and the success. Each purchase, or acquisition, may vary case by case.

However, in general terms, the following should take place:

1. Confirm source of funds and authority to acquire,
2. Identify the property/site and determine its suitability,
3. Perform legal description/boundary survey/preliminary title search (services procured as necessary),
4. Send notice of intent to acquire to Owner,
5. Solicit appraisal services and retain Appraiser,
6. Where recommended by the HRS or program required, solicit review appraisal services and retain review appraiser,

7. Receive appraisal review (when required), then solicit and retain Title Company (ies) (title insurance amount and necessity determined in advance),
8. Send offer to purchase and notice of just compensation to Owner of no less than the appraised fair market value,
9. Obtain Homeowner(s) acceptance of offer in writing
10. Finalize contract for purchase with Owner after County legal reviews and approves,
11. Company calculates settlement costs and closing date is set,
12. Closing conducted with funds changing hands and,
13. Records of proceedings retained.

**10. Voluntary Acquisition:**

The County may purchase property with CDBG/DRI funds for use on eligible activities. While property acquisition must follow the procedures outlined in the Uniform Relocation and Real Property Acquisition Act, residential property to be used for relocation purposes shall be purchased only on a voluntary basis.

The County shall determine the features needed and the funds available for land purchases in the State Sub-recipient agreement(s). When property is needed or required for CDBG/DRI activities, solicitation procedures of the County shall be followed. The request will state the specifications and budget, and indicate that the purchase is voluntary. All property acquired by any CDBG/DRI funds shall meet all the requirements of the Florida CDBG program and shall be used only for eligible CDBG/DRI activities.

No displacement of tenants (or other legal occupants) will occur as a result of any of the County CDBG Housing programs. For lease property, owners do not receive any relocation assistance. Owner-occupants under rehabilitation must voluntarily participate.

A voluntary acquisition occurs when real property is acquired from an owner who has submitted a proposal to the County for purchase of their property in response to a public invitation or solicitation of offers. The County Commission is committed to this mode of acquisition to the maximum practicable extent.

Voluntary acquisition shall be permitted only if the property being acquired is not site-specific and at least two (2) properties in the community meet the criteria established by the County for usage, location and/or interest to be acquired. The County Commission, prior to publication of a public notice or attendance of any local government representative at a property auction, must approve all voluntary acquisitions in principle.

A public notice must be published inviting offers from property owners. This notice must:

1. Accurately describe the type, size and approximate location of the property it wishes to acquire;
2. Describe the purpose of the purchase;
3. Specify all terms and conditions of sale, including maximum price;
4. Indicate whether or not an owner-occupant must waive relocation benefits as a condition of sale;
5. Announce a time and place for offers to be accepted; and
6. Announce that local powers of condemnation shall not be invoked to acquire any property offered for which a mutually agreed to sale price cannot be reached.

Property may also be acquired at auction. The Uniform Relocation Act will be followed, but all acquisitions shall be voluntary and without displacing legal, URA eligible occupants.

In each voluntary acquisition, a public solicitation shall occur. Offers shall be sealed and opened at the same time, in the same place, by a County official. Records of offers shall be kept. Appraisals are not required for purchases less than two thousand five hundred dollars (\$2,500) if a mutually agreed-to sales price can be reached. Clear title must be present in every transaction. The PA must decide at the time of approving the acquisition whether or not appraisals and review appraisals will be necessary and what the maximum permissible sales price will be. The decision to acquire will rest with the County Commission that can reject or accept any and all offers. Written records shall be maintained documenting decisions and rationale for selected courses of action.

11. Non-Voluntary Acquisition Plan: (when applicable under DRI for emergency purposes) (not applicable under CDBG regular housing categories)  
Acquisition of property (including easements and right-of-way) using federal funds shall occur in accordance with the Uniform Relocation Act of 1970 (as amended) and with any State and Federal regulations that may apply.

Fundamental steps that occur in each purchase may vary case by case. However, in general terms, the following should take place: (1) source of funds and authority to acquire confirmed, (2) property/site identified and suitable, (3) legal description/survey/preliminary title search performed (services procured as necessary), (4) notice of intent to acquire sent to owner, (5) appraisal services solicited and appraiser retained, (6) where recommend by the HRS or program required, review appraisal services solicited and appraiser retained (7) appraisal received and sent for review, (8) title companies solicited and retained after review received (title insurance amount and necessity determined in advance), (9) offer to purchase and

notice of just compensation sent to owner, (10) owner contacted by attorney or other representative and contract formalized, (11) settlement costs calculated and closing date set, (12) closing conducted with funds changing hands and, (13) records of proceedings retained.

The Uniform Relocation Act requires certain specific procedures such as some letters being sent via certified mail. The CDBG implementation manual provides a checklist that may be utilized in following each transaction to successful conclusion. County CDBG/DRI housing funds cannot be used in any way that would cause involuntary displacement. (Refer to the County's separate Anti-Displacement Policy on this subject.)

#### 12. Timing and Planning

Properties necessary for easements or acquisition shall be identified as early in the planning stage as is practicable. Every attempt shall be made to affect a design that is not wholly site-dependent that is where two or more sites are suitable for the project. It is recognized this may not always be possible; however, a policy of minimizing single-site alternatives is emphasized.

In general terms, the voluntary acquisition process shall be utilized to identify possible sites early in the project. Sites shall be evaluated for suitability prior to the final design phase to the maximum practicable extent. As soon as alternative sites are identified and evaluated, applicable acquisition procedures should commence.

Projects shall not normally be sent out for bids unless properties to be acquired or utilized for easements have been formally acquired or a commitment exists which is sufficiently firm and binding to be considered safe for the project to proceed with start up. The PA shall make the determination as to whether or not bidding, award and start-up may proceed to closing on the property.

In those cases where needed for easements and/or acquisition is not identified until after the project is underway, procedures shall be expedited to the maximum practicable extent and utilization of funds, the value of which would be unrecoverable if the transaction did not occur, minimized.

The County's Anti-displacement and Citizen Complaint Policies shall be followed in these cases.

#### 13. Appeals / Complaints: (See the County's Grievance Policy)

The HRS and the PA are authorized by the County to make all determinations of eligibility for assistance and level of assistance, scheduling of rehabilitation, demolition and relocation, and contract management. Citizens and/or contractors should issue complaints to the HRS or the PA. For a complaint to be considered valid, it must be issued in writing within a period of ten (10)



calendar days of its occurrence. Responses also shall be issued in writing. The County's Citizen Complaint and Grievance Policy, Citizen Participation Plan and Fair Housing Ordinance shall be adhered to in addressing any complaints.

If the complainant is not satisfied with the PA's response, the issue must be presented in writing to the BCC Chair and/or County Administrator) in accordance with the Complaint Procedures set forth in the County's CDBG policies and procedures. Further action on any complaints shall be governed by County CDBG policies, including Citizen's Participation and Grievance Procedures. Any appeals will be made according to the County CDBG policies and procedures. Further appeals, if necessary, must be addressed to the Florida Department Economic Opportunity (FDEO).

#### 14. Fraud

All levels of housing program management are responsible for the detection and prevention of fraud, misappropriations, waste, and other inappropriate conduct as it pertains to the use of specific program funding.

Fraud is defined in this document as a willful or deliberate act or failure to act with the intention of obtaining an unauthorized benefit. Any fraud that is detected or suspected will be reported immediately to the PA, who will conduct or employ on his/her behalf to conduct an objective and impartial investigation into the fraudulent activity, along with other applicable departments and/or law enforcement agencies, as deemed necessary or appropriate. Any individual found to have engaged in fraudulent activity, as defined by this policy, is subject to disciplinary action as program regulation and the law will allow, which may include program, service, and/or employment dismissal, as well as prosecution by appropriate law enforcement authorities, when appropriate.

#### 15. Actions Constituting Fraud:

As used in this policy, the term "fraud" includes, but is not limited to, the following:

1. Any dishonest or fraudulent act.
2. Forgery or alteration of any financial document used for the purpose of program eligibility.
3. Deliberately including and/or providing false information from the program assistance application.
4. Deliberately withholding any required information requested to properly determine eligibility status, including all assets, liabilities, incomes.
5. Destruction or concealment of records, income and/or assets.
6. Failure to disclose and/or an attempt to conceal any conflicts of interest relationships.

7. Failure to disclose and/or an attempt to conceal any required information on employment.
8. Any similar or related inappropriate conduct.

16. Non Fraud Irregularities and Conduct:

This Section covers allegations of personal improprieties or other irregularities not constituting fraud, such as drug abuse or distribution of, vandalism, assault, murder, sex offense or other such public nuisances, or criminal activity. Suspected improprieties concerning employees, managers, committee members, elected officials, or constituents seeking assistance from the various programs administered by the County, as it pertains to moral, ethical, or behavioral conduct should be resolved by the appropriate Local Government Department Director and Administration whenever possible. This section uses 24 CFR part 5 subpart I; PREVENTING CRIME IN FEDERALLY ASSISTED HOUSING--DENYING ADMISSION AND TERMINATING TENANCY FOR CRIMINAL ACTIVITY OR ALCOHOL ABUSE (5.851-5.861) and 24 CFR part 5 subpart J; ACCESS TO CRIMINAL RECORDS AND INFORMATION ( 5.901-5.905), as a guide when referencing non fraud irregularities and conduct.

17. Local Government Status Reports:

The housing program may as applicable to funding requirements, create and maintain or require any of its Sub-Recipients, Contractors, Consultants and/or vendors to create and maintain a monthly status report. This report is to be presented to the PA/HRS on a regular pre-designated date and time each month. It is important that the PA and local governing body be kept informed as to the project scheduling (i.e. bidding, work write-ups, contracting, construction, and completion) and budget to ensure that program compliance is being maintained. Every status report should be prepared in a format approved by the PA/HRS and have an attached budget summary, as applicable. The budget summary shall contain all relevant construction cost, and demographic data relevant to budget and administrative closeout audits and/or compliance reviews. Likewise the HRS and PA will submit periodic reports to the local elected officials and submit all required monthly, quarterly, annual required reporting to the funding agency on time and as required.

Per Federal and/or state rules, the following reports required by the funding agency include, but may not be limited to:

1. Monthly Status Report (MSR)
2. Quarterly Status Report (QSR)
3. W/MBE Report (bi-yearly)
4. Section 3 Report (annual)

18. Subordination: (See the County's Subordination Policy)

Approved Applicant homeowners who have received financial assistance from the various housing programs frequently request the local government to subordinate its interest in their property to a new loan mortgage/deed of trust

for the purposes of; refinancing an existing first mortgage, obtaining a new line of credit, home improvement, or debt consolidation.

The allowance of the subordination of the DPL shall be in accordance with the local policy as approved by the County and/or the policy approved by the funding agency. An active subordination policy is critical and is intended to protect the local government's financial interest in the homeowner's property without unduly restricting the homeowner's access to the equity in their property.

The language of the documents (grants, mortgages, deeds of trust) filed as liens against a property to secure the County's interest prohibit the transfer of title, or portion thereof, without prior consent by the County. Executing an additional lien, subsequent to the execution of the County's security instruments, constitutes a transfer of title that would make the County's loan/grant immediately due and payable.

#### 19. Consent to Place Subordinate Lien

The County will generally consent to the placement of a Subordinate Lien upon written request from the homeowner(s) under the following conditions:

1. Requests for Subordination of Lien must be approved by the PA, or his/her designee.
2. The following documentation at a minimum should be provided to the PA for consideration of Subordination requests:
  - a. Proof of licensure of refinancing lender to do business in the State of Florida.
  - b. Authorization for Release of Information signed by the homeowner(s). Signatures will be verified.
  - c. Written statement from the Homeowner(s) stating reason for the subordination request.
  - d. Supporting documentation as to the validity of the reason.
  - e. Lender's Good Faith Estimate.
  - f. Complete terms and conditions of the existing loan and the new loan.
  - g. Documentation about payment of taxes and insurance and their status.
  - h. Copy of appraisal or property valuation information with method of determining same.

Note: Consideration should not be given to any request for Subordination of Lien without this information. Additional information may be required.

3. Requests for Subordination of Lien will be reviewed and a decision made on a case by case basis on such merits as the following:
  - a. Emergency needs arising from a natural disaster.
  - b. Emergency housing repairs which eliminate a threat to the health or safety of the occupants or that eliminate an immediate or imminent danger to the dwelling itself.

- c. Refinancing to lower the interest rate on the first mortgage if the closing costs and/or fees can be recovered within four (4) years.
- d. There is sufficient property value to support all outstanding mortgages.
- e. Refinancing for educational purposes.
- f. Refinancing for medical emergencies.

4. Request for Subordination of Lien should not be considered under the following circumstances:
  - a. The interest rate on the new mortgage exceeds the interest rate of the existing mortgage.
  - b. The cumulative loan-to-value ratio exceeds 100%.
  - c. The housing debt-to-income exceeds 30%.
  - d. The total debt-to-income ratio exceeds 40%.
  - e. There is cash paid out to the borrower(s).
  - f. The mortgage lender and applicant fail to provide all required documentation.

5. Additionally, no subordination request should be approved if it contains any of the following provisions:
  - a. Adjustable rate mortgage (ARM)
  - b. Balloon payment(s)
  - c. Open line of credit
  - d. Reverse mortgage
  - e. Prepayment penalty
  - f. Interest only mortgage
  - g. Negative amortization

6. In the event the County agrees to subordinate its affordable housing liens or mortgages:

Usually such consideration is given only for proven hardship. Payment of credit card debt is not a basis for approval in accordance with the County's Subordination Policy. It is the intent that granting of subordination shall be one time only and shall not include any liens/mortgages recorded subsequent to the County's lien interest.

20. Refinancing Existing Superior Liens:

The County will generally agree to subordinate its interest in a rehabilitated or newly constructed owner-occupied residential property assisted under the CDBG or DRI programs if the proposed new loan is in an amount that does not exceed the current aggregate balance of existing superior lien(s) plus reasonable closing costs. This policy applies to both repayable and deferred payment loans. Requests for a Subordination Lien due to hardship will be considered on a case-by-case basis and are contingent upon state and federal funder guidelines and rules.

## 21. Program Income

No program income is planned to result from the CDBG program. Program income should only result in the case of DPL repayment where the title is transferred or the unit is no longer the primary residence of the Applicant homeowner. All Deferred Payment Loans (DPLs) shall be zero-interest and deferred payment with repayment of CDBG/DRI funds only in the event of transfer of title or where the eligible Applicant homeowners no longer occupy the unit as a primary residence within the DPL period. After the expiration of the FDEO CDBG Award Agreement between the County and the State, the monitoring will be performed by the PA annually through site visits and title verification through the Clerk of Courts and County Appraiser offices. The County's DPL mortgage documents and liens shall always include a notice to the County as soon as the title changes ownership.

If repayment of CDBG/DRI funds is received during the DPL period, it will be relegated back to the Florida Department of Economic Opportunity (FDEO) or used for additional eligible CDBG/DRI activities as may be authorized by FDEO. Program income or DPL payments received subsequent to closeout will be returned to FDEO (within ten (10) days or the time frame allowed by FDEO at the time of program income receipt if longer than ten (10) days) unless the state's program income regulations provide for the County to retain those funds and use them for allowable purposes.

## ***F. General Program Policies***

1. Objectives/Goals of Assistance: The Housing program is designed to provide the following community opportunities:
  - a. To allow for public and community participation.
  - b. Provide safe and affordable housing solutions to VLI and LI families and individuals.
  - c. To eliminate deficient code and housing quality standards (HQS) within the housing stock of the community.
  - d. Eliminate housing units that can be considered to be a blighted influence on the community.
  - e. Eliminate emergency housing conditions that pose an immediate health and safety concern to residents/inhabitants.
  - f. Provide energy efficient and affordable green housing features to VLI and LI families and individuals.
  - g. Address other housing issues that meet program funding criteria within the intent and policy of the specific housing program.
2. Funding Sources

The funding sources listed below will be used to conduct all approved activities associated with the CDBG DRI Program. The specific rules and regulation requirements approved for each program shall govern the specific use of the associated funds.

- a. Community Development Block Grant (CDBG):
- b. Community Development Block Grant Disaster Recovery Initiative (CDBG DRI):
- c. Matched or leveraged State Housing Initiative Partnership (SHIP) funds

The above funding sources may be used to supplement all approved activities associated with the CDBG DRI Program. The specific rules and regulation requirements approved for each program shall govern the specific use of the associated funds.

**G. Priority of Assistance:**

Priority of assistance is determined based on local need and specific program requirements. When awarding funds for assistance to Applicants of housing-related services, it is important for the County to establish a fair and equitable underwriting process for selection. For awards to individual Applicants, criteria are established by the program requirements, the current established HUD Area Median Income (AMI) limits, those affected by documented federal disasters, and other non-demographic preferences, such as targeting to special needs populations, elderly and disabled. Eligibility for individuals is based upon annual household income and on a first come, first qualified, and first serve system.

Applicants must complete and submit all required information on all household members for a determination of income eligibility and must be willing to execute all necessary documents on a timely basis.

Applicant Qualification Criteria and Requirements

Applicants will not be served until they have submitted a complete Application with all documentation required and have been found by the HRS to be income-eligible and can document clear and/or unencumbered title.

Income-eligible Applicants are those Applicants with household incomes that fall between Very Low Income (VLI or 30% AMI) to Low-to-Moderate (LMI or 80% AMI). Income eligibility is determined by using the total household gross income and shall be determined upon completion of the application process.

Applicant Selection Criteria and Requirements

Applicants will be selected on a first-come, first-qualified, first-served basis using the ranking system found in Appendix B and will be documented by the individual(s) receiving the Applications by date and time stamp. Program rules require that a minimum number of VLI and LI Applicants be served. Therefore, priority will be given to VLI Applicants (minimum of two {2}) and LI Applicants (minimum of five {5}) until the required number of VLI and LI units has been satisfactorily addressed in accordance with and as outlined in the Agency Award Agreement with (HUD, FDEO). Assistance is subject to funding availability. No other ranking or scoring process will be used.

### Applicant Priority

There are times when priority must be given to certain underserved groups or to meet funding agency requirements.

These other Applicant priority consideration factors will take effect in the event that Applicants simultaneously submit an Application and it is not discernible by the individual(s) receiving the Application which Applicant entered the facility to submit the Application first, or in the event that the Applicants enter the facility to submit the Application at the same time and there is only one individual to receive the Applications causing one person to have a later date and time stamp on their Application.

In addition, if the HRS, in consultation with the PA and other applicable local government departments (Housing, Building, Fire, Health Department or Code, etc.) determines that one Applicant's housing unit poses a greater hazard to health and safety than another's, the Applicant at greater risk of physical harm may be given priority (i.e. roof replacement would take precedence over a window repair).

### **H. Applicant Intake**

As required by specific program rules, the County will solicit and advertise the appropriate public notification and public hearing(s) notices. A notice of funding availability shall be placed in the appropriate media outlets to provide information and discuss specific program housing activities to be undertaken with the available program funding. Subsequent to the public hearing and advertising periods a minimum of:

1. One (1) Applicant workshop should be advertised and held in a public setting to address additional questions or concerns from the participating public.
2. All public hearings, advertisements, and workshops shall be advertised in accordance with the appropriate funding agency (HUD, and FDEO) requirements.

An informed Applicant will help minimize future misunderstandings. To this end, Applicants should be informed early in the process of the program's income limits, benefits, stipulations for assistance; repayment terms (if applicable) and anticipated timeline from application to assistance. This information can be effectively conveyed via a program and/or goal specific fact sheet or program brochure and should be discussed during the initial Applicant workshop and as required during any follow up contact.

The HRS shall review and Program Administrator shall review and rank the applications based on a first come, first qualified, and first serve process. The DRI category will be based on the same criteria.

The application process will have a noticed cutoff date for the receipt of applications. Applications received after that date shall only be considered on a 'first come, first qualified, first served' basis as alternates after the primary list of Applicants has been considered and exhausted and where sufficient funds still remain to address more units. Primary consideration of 'first come, first qualified, first served' status shall be when the Applicant complies with all program criteria and has furnished all required documentation and can therefore be qualified by the HRS, rather than time of receipt of the initial application. This is contingent upon funds remaining available at the time of approval and the unit in question also qualifying. Income qualification and unit qualification both apply (e.g. an Applicant completes their file and is qualified, but the unit is in the flood plain or historic and insufficient funds remain to address those issues. However, the next Applicant in the first come, first qualified, first served line qualifies and only needs roof and window repairs within the remaining budget.

The HRS or the County's PA may remove an Applicant from any CDBG program for a change in household income, approved in the Applicant Selection Criteria, not complying with the minimum qualification procedures, refusing to comply with the program requirements or HRS directions (such as temporary relocation from an unsafe dwelling or work area), not accepting the program standards or HRS recommendations for eligible repairs or other just cause that would expose the County to unacceptable risk. If it is determined that it is necessary to remove an Applicant from the program, a certified letter will be drafted and recommended by the HRS and sent by the County to the Applicant stating the reasons for the removal. The Applicant will have the right to appeal the decision as identified in the Citizen Participation Plan. The HRS's best judgment shall be the guide in determining whether it is in the best interest of the program or the County to reject a unit or application. The practical housing rehabilitation experience of the HRS is critical in dealing with potential risk to the County or program, or the safety of the occupant in cases where Applicants refuse to cooperate with program guidelines or HRS directions.

**Note:**

It is important to ensure that the housing program does not discriminate against any class of potential Applicants. All persons must be treated equally when serving housing needs. The Fair Housing Act is the term commonly used to describe the provisions of Title VIII of the Civil Rights Act of 1968, as amended in 1988. The Act states that it is unlawful to discriminate on the basis of race, creed, color, religion, age, sex/gender, familial status, national origin, or disability. In addition to what is covered under the federal act, Florida law also prohibits discrimination on the basis of marital status. This language should be included in all program information announcements and advertisements relating to the housing program. It is important for housing administrators to be familiar with fair housing laws, as well as the more subtle forms of discrimination.



### ***I. Application Process and Applicant Eligibility***

Listed below are the minimum functions to be performed in processing an Application for Assistance. The County should make every good faith effort to notify the Applicant of eligibility within thirty (30) days of the application date.

1. Review with the Applicant the objectives of the rehabilitation activities.
2. Advise the Applicant on the specifics of the grant program and other funding sources that may be available.
3. Advise Applicant concerning the conditions under which a loan/grant is made.
4. Assign an application number and set up a separate file for each Applicant.
5. Check all local tax records to determine that property taxes are current.
6. Verify Applicant's household income. Retain documentation in program files. (Also housing expenses and assets if they are used.)
7. Determine eligibility of the Applicant for assistance. Evidence that ownership of the property has been verified through the Property Appraisers Office shall be retained in the office files.

The application for assistance should contain all the necessary information to determine whether an Applicant is eligible for program assistance, including but not limited to:

1. The number of people residing in the household including name, age, relationship to head of household, Social Security number, present address and home phone number and employment status;
2. Name and address of employer(s), work phone number(s), position title and number of years on job with employer;
3. Sources of annual income, including earned, unearned and asset income (this subject will be described in detail below);
4. A statement signed by the adults who reside in the household consenting to the disclosure of information for the purpose of verifying income and assets for determining income eligibility for program assistance.
5. A signed statement indicating that the Applicant understands that all information provided is subject to Florida's public records laws.
6. An authorization for release of information sheet.
7. A statement that it is a first degree misdemeanor to falsify information for the purpose of obtaining assistance.

To ensure proper Applicant qualification, each Applicant shall also be required to provide, at a minimum, the following documentation, as applicable, on a case-by-case basis.

1. Completed Application for Assistance and disclosures with signatures and date. *(including duplication of benefits documentation from FEMA, Insurance, SBA, family assistance, faith, or community assistance documentation, and duplication affidavits)*
2. Government Photo Identification for Applicant and any co-Applicants.

3. Proof of Ownership, e.g. recorded copy of Property Deed.
4. Current Property Tax Receipt.
5. Most current year's Tax Returns or current year's Tax Transcripts from IRS.
6. Paycheck Stubs (last 3 pay stubs for each working member, with additional and updated stubs required at the County's discretion).
7. Most current Social Security Statement of Benefits for each household member.
8. Most current documentation for other assets - 401(k), retirement/pension, IRA, CDs, annuities, etc.
9. Most current self-employment income statement with schedule C, E, or F.
10. Documentation on dependents claimed (including birth certificate, school records, court-ordered letter of guardianship, divorce decree and/or letter of adoption).
11. Three most current bank statements for all open checking, savings or other interest bearing accounts at the time of application and at contract signing.
12. Property Appraiser documentation showing what year the unit was built.
13. Third party contact information and release to obtain third party verification of employment signed by employer and notarized. This documentation must be received for eligibility determination.
14. DRI only: Documentation showing the Applicant was displaced or received damage from Federally Declared Disaster.

The PA/HRS should review the application carefully to ensure that the Applicant has provided all sources of income, including total household assets and asset income. If an Applicant has trouble completing the program application and providing the required back up documentation necessary needed for final program eligibility. It may be preferable to schedule a meeting between the HRS and Applicant to complete the application for assistance in a scheduled, face-to-face interview where the Applicant can be prompted to provide accurate and comprehensive income and household information. It is common for Applicants to misunderstand what items to count toward annual income.

1. Applicant Responsibility:

Applicant Homeowners and all household members are responsible for working in good faith and in a responsible, reasonable, and timely manner with the HRS. Reasonable deadlines shall be established at each step of the process of submittal of information by the homeowner. Generally after two written notifications, any refusal or failure to provide information, or any established pattern of untimely submittal of information by the homeowner, at the HRS's discretion and approval by the PA the Applicant's case file may be closed.

***J. Applicant Homeowner Eligibility Standards***

In order for a homeowner Applicant to be eligible for purchase and/or rehabilitation assistance, the following criteria must be met:

1. Total household income under CDBG and DRI must not exceed the very low income (VLI) to low-to-moderate income (LMI) limits set for the HUD Section 8 program at the time assistance is provided or no greater than eighty percent (80%) of the Area Median Household Income (AMI) limits.
2. For regular category CDBG and DRI. The Applicant homeowner must possess and provide clear title to the property, although it may be jointly owned and the property may be mortgaged. Ownership through life estate, heir property or other legal satisfactorily documented ownership is considered satisfactory for program participation. Providing proof of title is an owner responsibility and expense.
3. The Applicant homeowner must reside in the dwelling as a primary residence to be rehabilitated for at least one (1) year prior to the time of application (owner occupied assistance). In the case of the DRI category, the Applicant homeowner must have been permanently residing in the dwelling unit as the primary residence at the time of the declared disaster.
4. Property tax, mortgage payments and utility bills must be current and ownership must not be jeopardized by any other threat of foreclosure, default or clouded title to be eligible for CDBG and DRI owner-occupied rehabilitation.
5. For all CDBG programs, the property must be fully insured for basic hazard/homeownership insurance. Flood Insurance also applies in the one hundred (100) year flood plain and the County must be named as a policy holder if the home is in the one hundred (100) year flood plain. Flood insurance must remain in effect for the entire period of the Deferred Payment Loan Agreement. Any unit to be addressed with CDBG funds must be elevated to at least one foot (1') above base flood elevation (or to local code) whichever is greater, or disqualified due to cost infeasibility. This applies to all categories and all activities involving construction.
6. For all CDBG programs, all Applicants that may have a business or familial relationship with a member of the County Commission, the Citizen's Advisory Task Force Committee, HRS, PA and participating construction contractors must fully disclose this relationship at the time of the Application, at the point in time in which the conflict occurs and definitely before a construction contract is executed (see Conflicts of Interest)
7. For regular category CDBG and DRI, if a boundary survey is required, the Applicant homeowner is responsible for providing necessary proof or documentation at the homeowner's expense.

8. Rental or other income generating properties are not eligible to participate in the CDBG or DRI owner-occupied rehabilitation program. Only units occupied by the Applicant(s) with clear title as a primary residence are eligible.
9. In DRI categories, lease units may be addressed if a) the County is seeking lease units to meet DRI VLI or LMMI needs, b) the project is cost feasible, c) the unit(s) are income restricted (either LI or VLI), d) the units comply with all HUD and FDEO eligibility requirements (or will by means of agreement and improvements), e) have CDBG eligible repair needs and f) for VLI rental set aside funds, the property management agency demonstrates capacity and the minimum five (5) years' experience required to participate. Such properties shall be screened and qualified by the selection process and review of the HRS. The property management organization is required to re-verify income annually for all tenants.
10. Applicants may be required to attend a HUD approved eight (8) hour homebuyers' education class prior to closing, this may apply to any new construction units under the DRI program.
11. For all CDBG and DRI programs, the County shall take all reasonable measures to avoid fraud and abuse. The County shall provide qualified oversight through competent staff of contract program oversight. Any fraud or abuse of Housing funds shall be grounds for disqualification.(See Fraud section of this document)

Each Applicant; to ensure proper homeowner qualification will also be required to provide at a minimum documentation as required in subsection ***I. Application Process and Applicant Eligibility.***

***K. Duplication of Benefits***

In regards to Disaster Recovery Initiative (DRI): Applicants who responded to an advertised request for Applications must provide additional documentation as listed below:

1. Proof that the residence was impacted by the applicable federally declared disaster event.
2. All FEMA, Small Business Administration (SBA), and Insurance claim documentation.
3. Written certifications and proof of all benefits received.
4. All receipts and/or invoices for work completed using FEMA, SBA, and/or Insurance monies from a filed claim.

Any and all program required self-certifications as is required by the funding agency, the housing program, and applicable local governments

**L. Applicant Household and Income Verification**

The household and income verification process may vary slightly from one program to another depending on the funding agency requirements. Generally speaking, an eligible household is comprised of one or more natural persons determined by the eligible municipality to be of very low income, low, low to moderate income according to the current HUD income limits adjusted for family size. The HUD Handbook 4350.3 Chapter 3 Section 3-6 (E) (as may be amended) provides guidance on whether or not to count an individual as a household member. Whenever the handbook indicates that an individual is a household member, the individual's full income must be included in the annual income.

**M. Household Income**

An Applicant homeowner's household income eligibility status shall be determined based on the total family Gross Annual Anticipated Income according to household size and make-up. The income eligibility of each household will be determined in accordance with current HUD "annual income" rules and regulations as defined in HUD Handbook 4350.3 rev 3 or those adopted through the funding agents Consolidated Plan and approved by HUD.

All household income inclusions and exclusions can be found at HUD 24 CFR part 5:

[http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/comm\\_planning/affordablehousing/training/web/calculator/definitions/part5](http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/affordablehousing/training/web/calculator/definitions/part5)

The income of each household assisted with any CDBG or DRI funds will be determined at the time of purchase in accordance with 24 CFR 570.3 using "annual income" as defined by the Section 8 Housing Assistance Payments Program to ensure income requirements are being met.

The following rules are applicable in determining household income:

1. For all CDBG programs, the gross income of all household members occupying the dwelling is included in calculating household income. However, wages earned by dependent minor children (under age 18) are not included in total.
2. For all CDBG programs, all Applicants applying for housing rehabilitation assistance under the CDBG program will be subject to a third party income verification process to ensure that all Applicants meet the minimum income guidelines set forth by the established HUD minimum income limits.

3. For all CDBG programs, occupants of a dwelling who are not related to or not dependent upon the Applicant homeowner(s) are considered part of the Applicant homeowner's household.
4. For all CDBG programs, rent or other household support contributed by non-household occupants of a dwelling is included in household income.

For all CDBG programs: The Applicant homeowner's assets, with the exception of the home in which he/she resides, unless previously assisted with SHIP funds, and personal property such as an automobile, will be considered in determining eligibility. The actual annual income from the asset will be calculated as part of the total household income. Inclusion of such assets, if any, will be in strict accordance with 24 CFR 813.106 and any current modification thereof.

## **II. COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG/DRI) PROGRAMS – REHABILITATION AND CONSTRUCTION POLICES AND PROCEDURES**

### ***A. Identification of Units***

Housing Rehabilitation will be performed only on units approved by the County and in accordance with grant requirements established by the State of Florida DEO and the U.S. Department of Housing and Urban Development (HUD). Alternate units may be provided to replace any primary units that may become ineligible. The County will solicit applications either from other housing assistance providers that have knowledge of need within the County, by placing notices in public areas throughout the County and/or by advertising in publicly circulated publications. The County will review applications received using the following selection criteria as defined in the *Priority of Assistance* section of this document:

1. For all CDBG programs, has the Applicant previously been furnished assistance under any County Housing assistance program including State Housing Initiative Partnership (SHIP) or Disaster Recovery Initiative (DRI), or other such federal/state programs, and if so, when and under what circumstances. A former Applicant that received assistance under the regular CDBG category cannot be assisted for five (5) years and in any event will not be served again until all other eligible Applicants have received assistance.
2. For all CDBG programs, number of persons in the family and the family income. Priority will be given to Applicants that meet the VLI and LI Applicant selection criteria as defined in the *Priority of Assistance* section of this document.
3. For DRI, housing units identified by the County when the County falls under a Federally Declared Disaster Event, having been affected by a disaster.

4. For regular category CDBG and DRI, type of construction (i.e., block, manufactured home, wood frame, etc.), state of deterioration of the residence and estimated cost to rehabilitate as compared to 1) average residence cost calculated in the application and 2) the value of the residence after rehabilitation. For DRI category funding only, assistance for mobile or manufactured housing will be included in the program, but will be restricted to replacement of said structure with a site built home, unless prohibited by local or state regulations or infeasible due to applicant or site conditions. The HRS shall make the final evaluation and recommendation for addressing any mobile or manufactured units.
5. For all CDBG programs, location of the residence with reference to defined areas, i.e., floodplain, zoning, incompatible use, historic preservation, hazards, etc.
6. For all CDBG programs, compatibility (consistency) of the proposed residence rehabilitation with the local Comprehensive Plan and/or land development regulations.
7. For all CDBG programs, confirm that the Applicant is current on all payments to the local government (i.e., garbage/trash bill, utility bills, taxes, etc.) and mortgage/lien holders.
8. For all CDBG programs, Applicants' willingness to maintain reasonable standard of care (code compliance) and maintenance to protect and enhance the investment by meeting local nuisance, trash, and other environmental or health codes.
9. For regular category CDBG and DRI owner-occupied units, to be eligible, Applicant must be able to show clear title to the property.
10. For all CDBG programs, is the structure more than fifty (50) years old? The Applicant shall indicate on the Application form whether to his/her knowledge the structure is older than fifty (50) years. If the answer is "yes," or if other evidence suggests the structure is more than fifty (50) years old, the County must notify the State Bureau of Historic Preservation and receive written approval for the rehabilitation. Property Appraiser, tax records, or other government agencies' records will be researched to verify the age of the structure.
11. The HRS shall make the final evaluation and recommendation for each Applicant and unit as to whether they are appropriate under any CDBG or DRI program and the HUD and FDEO requirements. The County makes the final determination of acceptance of an Applicant and of award of any units, subject to the guidelines of this HAP as set forth by the Board of County Commission Members.

12. For regular category CDBG and DRI, for owner-occupied rehabilitation, owner-occupied shall mean a residential unit with the clear title in the personal name of the Applicant(s) used as the primary residence of the Applicant(s). This does not include any non-residential unit or shared space with non residential uses or income generating property.
13. For all CDBG and DRI programs, this program will not assist in the rehabilitation or replacement of rental housing structures.
14. For regular category CDBG housing programs, only single family, owner occupied homes will be assisted.

### ***B. Eligible Property Types***

Eligible property types will vary based on the specific goals and regulations of a specific program and its funding origination. The most common eligible property types include but are not limited to:

1. Single-Family Homes.
2. Townhomes, Condominiums units and Duplexes.
3. Mobile Homes (replacement only)

All properties must be within the approved program jurisdiction boundaries and the following property eligibility criteria are applicable:

1. Type of construction, (i.e., block, mobile/manufactured home, wood frame, etc.), state of deterioration of the residence and estimated cost to rehabilitate as compared to 1) average residence cost calculated in the application and 2) the value of the residence after rehabilitation. Assistance for mobile or manufactured housing may be included in the program, but will be restricted to the specific requirements set forth in the local program guidelines unless otherwise prohibited by federal or state regulations or infeasible due to Applicant or site conditions.
2. Any home eligible for assistance where the cost of rehab will be in excess of fifty percent (50%) of the appraised value of the home as listed with the local Property Appraiser's office will be disqualified for CDBG Housing Rehabilitation funding.
3. Location of the residence with reference to defined areas, i.e., floodplain, zoning, incompatible use, historic preservation, hazards, etc.
4. Consistency of the proposed residence rehabilitation with the local comprehensive plan and/or land development regulations.
5. Whether or not the Applicant is current on all payments to the local government (i.e., garbage/trash bill, utility bills, code violations, taxes, etc.) and mortgage/lien holders.



6. Applicant's willingness to maintain reasonable standard of care and maintenance to protect and enhance the investment by meeting local nuisance, trash, and other environmental or health codes.
7. Whether or not the Applicant has clear title to the property. The Applicant shall have fifteen (15) calendar days from the date of the County's review, which will include the results of a title search. If fifteen (15) days pass without proper documentation or compliance, the application will become an alternate (falling to the bottom of the list on the sixteenth [16<sup>th</sup>] day) and shall not be considered until 1) all other applications are exhausted with funds remaining and 2) the Applicant has a completed file with full compliance with this requirement and all others.
8. Whether or not the structure is more than fifty (50) years old. The Applicant shall indicate on the application form whether to his/her knowledge the structure is older than fifty (50) years. If the answer is "yes," or if other evidence suggests the structure is more than fifty (50) years old, the County must notify the State Bureau of Historic Preservation and receive written approval for the rehabilitation or demolition/replacement prior to the start of work.
9. The HRS shall make the final evaluation and recommendation for each Applicant and unit as to whether they are appropriate and eligible under specific program rules and in compliance with the funding agency requirements. The PA makes the final determination of acceptance of an Applicant and of the award of any units, subject to the guidelines of the local policies.
10. Where applicable the HRS must complete the proper environmental review process, including but not limited to a site specific Tier 2 form, and receive written approval or release of funds from the funding agency prior to the start of rehabilitation.
11. Partner-assisted programs (with "partners" being affordable housing developers, community based organizations, housing authorities, non-profits and similar affordable housing providers) may be implemented as outlined in local policy guidelines. Partners shall be selected using the Request for Qualifications (RFQ) or Request for Proposals (RFP) competitive selection process. Deed restrictions and Deferred Payment Loans (DPLs) apply. All unit and Applicant qualifications and monitoring by the HRS and PA apply. Partners must agree to comply with all program specific requirements and submit to monitoring and directions of the HRS before any funds are released or payments made.
12. For owner-occupied rehabilitation, owner-occupied shall mean a residential unit with the title in the personal name of the Applicant(s) used as a primary residence of the Applicant(s). This does not include any non-residential unit or shared space with non-residential uses or income generating property.

**C. Scope of Rehabilitation Assistance**

CDBG financing of housing rehabilitation is available for the following purposes:

1. Addressing local housing code required repairs under current Florida Building Codes requirements for Existing Buildings and local Maintenance Codes and/or Section 8 HQS violations, whichever is most stringent for each code-related repair needs. This will include Florida Energy Efficiency Code for new construction where it applies and Accessibility Requirements (24CFR Part 8, 24 CFR 100.201, 24 CFR 100.205) where they may apply;
2. Providing for cost effective 'Green Standards and Additional "Green Standards" as described in section *J: Rehabilitation and Replace Procedures*. The most current Florida Green Building Coalition checklist of green features including those required by FDEO and that are appropriate for the type dwelling shall be used as a list of options for including affordable green features;
3. Providing reasonable repairs and modifications to make the dwelling accessible to handicapped and elderly occupants as necessary and technically feasible. The HRS shall determine the feasibility and eligibility of any such repairs; and
4. Correcting health and/or safety violations that may be present, including replacement of dilapidated or malfunctioning stoves or refrigerators and interim controls or abatement of lead-based paint hazards. The HRS shall determine the feasibility and eligibility of any such repairs;

Except for DRI new construction or redevelopment activities, new construction such as adding a room or closing in a carport is eligible for rehabilitation financing only to eliminate overcrowding or to provide bathroom or laundry hook ups. In all CDBG categories general property improvements are eligible for program funds when necessary to obtain an accurate level of utility, to decrease high maintenance costs, or to eliminate blight. Examples of eligible general property improvements include installation of cabinets and linen closets, functional changes in room layout, replacement of unapproved or damaged floor coverings, and enclosure of a porch for use as a bathroom where the dwelling does not have adequate interior space.

In the CDBG and DRI categories for owner occupied rehabilitation, some general property improvements that are not required by code, and/or Section 8, HQS, or the work required by the code and/or Section 8 HQS (creating a need for restoration) or other eligible reasons listed above and recommended by the HRS may be provided at the owner's expense. The cost for any such improvements shall be borne by the owner who must deposit the funds with the local government prior to construction otherwise the additional items will not be included in the construction. These items must be included in the Contract for Rehabilitation that is developed and administered by the Program. However, ineligible new construction must be contracted separately. Furthermore, any construction not covered in the construction contract will be inspected by the local building inspector and will not be inspected by the HRS or PA.

***D. Contractor/Vendor Listing***

The Housing Rehabilitation Program will establish and maintain a current listing of eligible contractors for bidding on all phases of the program. Only those contractors who are so listed will be considered for work on this program. Establishment of this list will include maximum outreach to allow for utilization of qualified local Section 3 and minority contractors.

Programs in which the funding originated from a federal source (CDBG, DRI) prohibit local preference in accordance with 24 CFR 85.36, but require maximum compliance with Section 3, W/MBE, and EEO practices as set forth in HUD and CFR regulations. Every effort shall be made to notify Contractors residing or maintaining offices in the local area through public notices, as part of complying with Federal Section 3 and Minority-Owned Business Enterprise (MBE) requirements. This special effort will be based upon the list of Contractors licensed in the jurisdiction including residential, building and general contractors. Letters sent to Contractors, and/or solicitation advertisements, will be placed in the appropriate program file to document compliance. In addition to active efforts to comply with Federal Section 3 and MBE requirements, the County will follow all program requirements in its advertising and will promote fair and open competition, with no restrictions to promote advantages for local firms or businesses.

Contractors residing or maintaining offices in the local area will be recruited through public notice to all such contractors, as part of the County's compliance with Section 3 requirements. This special effort will be based upon the list of contractors licensed in the jurisdiction including residential, building and general contractors. Letters sent to contractors, or advertisements placed soliciting them, will be placed in the appropriate County program file.

The contractor listing will include all local contractors who apply and are determined eligible based upon program qualification standards.

If the pool of local contractors is inadequate to provide a sufficient pool of contractors willing and qualified to perform the rehabilitation work at prices that are considered reasonable and comparable to the prepared estimate, other contractors will be solicited. Maintenance of a pool of competitive, qualified, and capable contractors is essential to program completion.

The existing purchasing policy of the County will be used to determine eligibility of the contractors.

***E. Contractor/Vendor Eligibility***

In order to participate in the Housing Rehabilitation Program, a contractor must be approved as eligible by the HRS, the PA and by the Florida Department of Economic Opportunity (FDEO).

Standard Contractor/Vendor qualifications include but are not limited to:

1. Current license(s) with the appropriate jurisdiction.
2. A satisfactory record regarding complaints filed against the contractor at the State, Federal or local level.
3. Insurance:
  - a. Contractor's Public Liability Insurance in an amount not less than \$1,000,000 aggregate coverage
  - b. A certificate evidencing Worker's Compensation insurance in statutory limits in accordance with Florida law.
  - c. A certificate evidencing Auto Insurance, including bodily injury, in an amount not less than \$1,000,000 per accident and in the aggregate.
  - d. A certificate evidencing General Liability insurance covering bodily injury, including death and property damage, in an amount not less than \$1,000,000 combined single limit per occurrence.
  - e. Copies of certificates shall be provided to the PA. The Contractor shall provide the PA with a certificate of insurance from the insurer guaranteeing thirty (30) day notice to the Housing Rehabilitation Program before discontinuing coverage.
4. A satisfactory credit record, including:
  - a. References from two (2) suppliers who have done business with the contractor involving credit purchases.
  - b. References from three (3) subcontractors who have subcontracted with the contractor.
  - c. The ability to finance rehabilitation contract work so all bills are paid before requesting final payment.
5. Satisfactory references from at least three (3) parties for whom the contractor has performed construction work.
6. Absence from any list of debarred contractors issued by the Federal or State DOL, HUD or FDEO.
7. Acceptance of all program requirements, including but not limited to Section 3 goals and reporting. MBE goals and reporting and where applicable prevailing wage requirements.

The HRS will assure that current and past performance of the contractor are satisfactory based upon readily available information, and reserves the right to check any reliable source in establishing such determination.

The HRS will explain the contractor's obligations under Federal Equal Opportunity regulations and other contractual obligations at the pre-bid conference. Program procedures, such as bidding and payment will also be explained to the contractor.

Additional or alternative requirements may be applied by the County based on County policy, provided that such policy(ies) do not violate CDBG rules or regulations.

#### ***F. Contractor Disqualification***

Contractors may be prohibited or removed from program participation for, but not limited to:

1. Poor workmanship or use of inferior materials.
2. Evidence of bidding irregularities such as “low-balling” (submitting an unreasonably low bid in the hopes of increasing the bid amount through change orders once construction has commenced), bid rigging, collusion, kickbacks, and any other unethical practice.
3. Failure to abide by the work write-up, failure to complete work write-up (and bid) accomplishments, and any attempts to avoid specific tasks in attempts to reduce costs.
4. Failure to pay creditors, suppliers, laborers or subcontractors promptly and completely.
5. Disregarding contractual obligations or program procedures.
6. Loss of license(s), insurance or bonding.
7. Lack of reasonable cooperation with homeowners, HRS, PA, rehabilitation staff or the others involved in the work.
8. Abandonment of a job.
9. Failure to complete work in a timely manner.
10. Inability or failure to direct the work in a competent and independent manner.
11. Failure to honor warranties.
12. Ineligibility to enter into federally or state assisted contracts as determined by the U.S. Secretary of Labor, HUD or FDEO.
13. Other just cause that would expose the Program or homeowner to unacceptable risk.
14. Failure to respond to a minimum of three (3) consecutive requests for bids.
15. At the contractor's request.

#### ***G. Eligibility Inspection***

Each Applicant who applies for rehabilitation assistance is initially screened to determine whether he/she is eligible for a 100% Deferred Payment Loan. A preliminary inspection of the Applicant’s unit is then conducted to determine feasibility of rehabilitation.

If either the owner or the structure does not meet eligibility requirements for program participation, the HRS will reject the unit/Applicant. In the case of owner-occupied rehabilitation and upon PA review and approval, a written rejection notification will be sent to the Applicant via certified mail within ten (10) days stating the reason for rejection.

If both the Applicant and the house structure appear to be eligible for program participation, the application/verification process continues. A work write-up with cost estimate is developed by the HRS and approved by the Applicant and the PA. The cost estimate for the job is considered confidential information until bid opening.

If special financing arrangements (such as the Applicant covering excessive costs or general property improvements) are required or anticipated, arrangements must be made prior to bidding to prevent soliciting bids on a home that cannot be financed. When the unit and Applicant receive preliminary approval, bids are solicited for the job.

Once the HRS has found the Applicant and the dwelling unit to be program eligible, a full property inspection and review will be conducted. The inspection process shall at a minimum consist of the following:

1. The completion of the HUD HQS Inspection Form (optional at the HRS discretion).
2. The completion of the pre-Scope Of Work (SOW) and inspection report further detailing all code/HQS deficiencies and listing the areas in which rehabilitation is required.
3. The completion of the final SOW and cost estimate

#### **H. Bidding**

Bidding of potential CDBG and DRI units is conducted by the HRS in conjunction with the County Procurement/Purchasing Department. Applicants review the pre-approved list of eligible contractors before their cases are sent out for bids. Applicants have the right to remove any contractor(s) from the list of prospective bidders for their unit, as long as the removal request is based on non-discriminatory, non-bias, or other non-subjective reasoning and at least three (3) eligible contractors are allowed to bid. The Applicant must be willing to justify the removal of contractor(s) from the bidding list. Applicants may also request additional contractors as bidders. If these Applicant-requested contractors submit the Contractor Application and are approved by the PA and are otherwise eligible, they may be added to the bidders list and bid on the housing rehabilitation work. The HRS will make maximum effort to ensure participation by minority and/or Section 3 owned contracting firms. Under CDBG and DRI, the HRS shall qualify and recommend all contractors and other necessary vendors (lead based paint, asbestos, title search, mold, appraisal, land survey, environmental, etc.) for work the HRS recommends or the program requires on eligible units. In these cases, the County policies shall govern the qualifying and award process, including this HAP.

No housing unit owner, occupant, or immediate relative of the same, either personally or corporately, shall serve as a contractor or sub-contractor to be paid with CDBG funds for the rehabilitation of said building, nor shall they be paid for their own labor with CDBG funds for the rehabilitation of said building.

A notice is sent via email, fax or U.S. Mail to each eligible bidder to inform them of the job. Bidding notices will be posted at primary governmental buildings to the maximum practical extent. Advertising for individual jobs will be conducted as necessary but will not exempt contractors from the requirement that they must be pre-qualified.

1. Notification to Bidders (NTB): The HRS or assigned Housing Staff will notify previous program approved Contractors of the availability of the work order and establish a date for the pre-bid conference and bid submission deadline. Bids are opened in the public at the designated time and bid tabulation is prepared.
2. Pre-Construction Meeting: An onsite meeting will be arranged between the homeowner, the approved Contractors and the HRS to review the scope of work and site considerations. This meeting will also serve to allow for Contractor and homeowner introductions and questions. Any questions that arise from the onsite meeting must be submitted in writing to the HRS who is required to answer the question in writing and submit it to all approved present Contractors. Questions may not be answered less than seventy-two (72) hours prior to the established bid submission date. Each contractor MUST attend this pre-bid conference held at the approved unit to be rehabilitated or inspect the house under the Applicant's supervision. Failure to do so will result in automatic rejection of his/her bid(s) for the unit(s).
3. Bid Submission and Award Recommendations: Bids will be submitted on the date and time established in the Notification to Bidders advertisement and awarded in compliance with the HAP requirements and the terms set forth in the NTB advertisements. Sealed bids will be opened at a public bid opening. The HRS will generally recommend that the contract be awarded to the lowest responsible bidder within plus or minus fifteen percent (15 %) of the cost estimate. Bidding procedures will adhere to County purchasing policy. Bids below the fifteen percent (15%) threshold will be reviewed and are not automatically disqualified.

A minus ten percent (10%) contingency will be assessed for all Section 3 and/or W/MBE firms at the bid opening to provide incentive, opportunity and encourage the participation of such established business types in accordance with HUD requirements. All bid awards will be made available to the participating Contractors and homeowners.

The PA reserves the right to reject any and all bids and to award in the best interest of the Applicant and the County. The Applicant must approve the bid award prior to signing contracts.

No contractor will be allowed to have more than two (2) jobs per bid round , with a maximum award of three (3) jobs under construction at one time without consent of the PA unless:

- a. The anticipated date of commencement is after the scheduled and estimated date of completion of current jobs; or
- b. The contractor has demonstrated, through past performance, his/her ability to satisfactorily complete multiple contracts in a timely manner thereby causing no impact on project and program completions.

This rule may be waived by the County Commission if it is determined that there is an inadequate pool of qualified bidders, if the other bids are excessive, or if other extenuating circumstances arise.

4. Contracts: Preparation of Contract Documents: The HRS or approved staff prepares Applicant homeowner/County and Applicant homeowner/contractor agreements and sets a time to meet with the Applicant homeowner and contractor to execute the documents and mark the start of construction. These agreements at a minimum should consist of the following:
  1. Voluntary Participation and Final SOW Approval.
  2. Final Income Certification and Affidavit.
  3. Truth in Lending Statement.
  4. Program Mortgage/DPL and Note.
  5. Rehabilitation Agreement/Rehabilitation Contract.
  6. Notice to Proceed.
  7. Notice of Commencement.
  8. Color/Style Selection Sheet.
  9. Temporary Relocation Statement (where applicable).
  10. Three (3) Day Recession Notification.

***I. Deferred Payment Loans (DPLS)***

The CDBG and DRI Programs provide financing for eligible activities to income qualified Applicant homeowners in the form of zero-interest Deferred Payment Loans (DPLs) (mortgage), the amount of which shall include the accepted bid amount for rehabilitation plus a contingency reserve. In the case of DRI, this can also include acquisition or purchase assistance.

1. Deferred Payment Loans (DPL)

- a. Deferred Payment Loans (DPLs) are zero-interest loans with deferred payments that become grants when and if all criteria are met by the Applicant. The DPL is provided to a) homeowners who are unable or unlikely to obtain conventional financing due to their income limits, or b) to assist disaster affected homebuyers in purchasing a home under DRI.



- b. DPL financing is also used in the CDBG and DRI categories to provide assistance with housing rehabilitation and/or replacement of owner occupied, eligible units. The Deferred Payment Loan (DPL) involves a security instrument (lien) requiring repayment of the loan if the homeowner sells or transfers ownership of the rehabilitated home, ceases to use it as his/her primary residence within the date specified in the terms of the DPL, or fails to maintain reasonable required standards of care and maintenance. During the specified lien period the principal is 'forgiven' or subtracted from the principal balance in equal annual amounts for CDBG and DRI rehabilitation loans, so that at the end of the specified term of owner occupancy (by at least one of the Applicants if owned jointly), the loan is fully amortized. There is no interest charged during this specified term agreement.
- c. In the event that the sole owner dies or both/all owners die within the specified loan period, repayment of the loan will not be required and the DPL is forgiven (i.e. it becomes fully amortized upon the death of the final owner).
- d. The assistance provided to each Applicant, at the time of closing, will be in the form of either a primary or secondary mortgage. The mortgage will be recorded in the Public Records of the County. The County will monitor possible triggers of the DPL repayment with annual title verification with online County services through the Clerk of Court and Appraisers offices and through visits to the assisted units.
- e. The primary affordability mechanism is a Deferred Payment Loan (DPL) at zero interest and is forgiven after 10 years. Except for Demo/Replacement, those Deferred Payment Loans at zero interest are forgiven after 20 years.

*NOTE: With regard to Demo/Replacement (new construction housing), DPL's must maintain long-term Affordability for the 20 year lien period.*

- f. If repayment of a DPL becomes due, the (prorated for CDBG and DRI) principal balance will be due in full within thirty (30) days of the sale/transfer of ownership or the owner's cessation of primary residence at the property. If the owner is unable to make such payment, the County Commission may, at their discretion, and with FDEO approval, allow repayment of the DPL over a term not-to-exceed fifteen (15) years, at a yield of not more than one percent (1%) interest per annum, and/or allow transfer or sale of the unit to another income qualified household for the remainder of the lien period.
- g. Homeowners whose household incomes do not exceed the HUD Section 8 low-to-moderate income limit will receive a Deferred Payment Loan for one hundred percent (100%) of the cost of rehabilitation.
- h. The maximum DPL for the regular CDBG and DRI categories for an owner-occupied single family dwelling for repairs or replacement is eighty thousand dollars (\$80,000).

- i. If rehabilitation costs require more than maximum allowed DPL in the aforementioned categories and the owner is unable to finance the additional cost, the dwelling unit may be disqualified by the HRS unless matched, leveraged, or other alternative funding is available. If the HRS considers it appropriate and in the best interest of the program, CDBG funds may be used in lieu of alternative funding only upon 1) availability of CDBG construction funds and 2) the approval of the County Commission of a waiver of the maximum DPL.
- j. As a general policy, a contingency amount of approximately five percent (5%) shall be placed on reserve for change orders. Exceptions may be made to this rule if the owner provides a firm commitment in writing to pay for all required changes exceeding the authorized loan limit, or if the PA determines that the situation does not require a contingency fund.

#### ***J. Rehabilitation and Replace Procedures***

All rehabilitation and replacement construction work shall include and address Section 8 Minimum Housing Quality Standards (Section 8 HQS), the current Florida Residential Building Code and relevant local codes (whichever is most stringent for each code-related item).

When replacing older obsolete products and appliances the following “green” standards will be implemented for all homes rehabilitated, including new home construction to include:

##### Green Standards

1. Refrigerators that are replaced or installed shall be Energy Star rated;
2. Gas water heaters that are replaced or installed shall be Energy Star rated;
3. All exterior doors and windows that are replaced or installed shall be Energy Star rated;
4. All lighting fixtures and ceiling fans that are replaced or installed shall be Energy Star rated;

##### Additional standards for all homes

1. Weatherization of all homes rehabilitated
2. At a minimum, weatherization shall include attic insulation, and if appropriate, floor insulation, as well as sealing all exterior walls.
3. HVAC units that are replaced or installed shall be Energy Star rated and have a SEER rating of at least 14.
4. Where feasible and cost effective as determined by the PA/HRS, all rehabilitation and new construction work, major or otherwise, shall include the installation of water-efficient toilets, showers, and faucets.

#### ***K. Structural Requirements***

For all CDBG programs, in addition to household eligibility requirements for rehabilitation, the dwelling must:

1. Meet (or through feasible repairs meet) Section 8 Minimum HQS and,
2. Be feasible for rehabilitation. In order for a house to be considered feasible for rehabilitation, proposed construction must:
  - a. Correct all violations of the local housing code, the current Florida Building Code and Section 8 Housing Quality Standards;
  - b. Provide interim controls or abatement for lead-based paint hazards as required by HUD and EPA for structures constructed prior to 1978 that will be assisted by the program. All houses built prior to 1978 will be tested for lead-based paint. If lead-based paint is found, interim control procedures will be used for all houses rehabilitated at or below twenty-five thousand dollars (\$25,000). Houses rehabilitated at a cost above twenty-five thousand (\$25,000) will be rehabilitated using abatement procedures. Any occupants will be notified in writing of the hazards of lead-based paint, the symptoms and treatment of lead poisoning, how to avoid poisoning, lead level screening requirements and appropriate abatement procedures;(also see Lead Base Paint procedures)
  - c. Meet applicable local zoning requirements, as well as local, State and Federal housing code requirements for rehabilitation work;
  - d. Leave at least twenty percent (20 %) of the original structure based upon the formula provided in this section;
  - e. Not exceed the program costs noted in this HAP;
  - f. Be made reasonably accessible to handicapped/elderly occupants, when the unit is occupied by such;
  - g. New construction or substantial improvement of any residential building (or manufactured home) located within the one hundred (100) year flood plain shall have the lowest floor, including any basement, elevated no lower than one (1) foot above the base flood elevation (or per local code). Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of flood waters shall be provided;
  - h. The HRS will determine if any special surveys or studies are needed and may require any surveys or environmental assessments (with funds available) to determine feasibility of a unit. The County designee and PA shall approve such special studies or surveys before being ordered. If the recommended studies or surveys are cost infeasible, the unit may be denied at the County's discretion, or the Applicant may pay the cost of such studies or surveys the HRS recommends;
  - i. Provide interim controls or abatement for asbestos hazards as required by HUD, the State and EPA that will be assisted by the program.
3. For regular category CDBG and DRI. Be suitable for redevelopment or replacement housing units in cases where rehabilitation is not feasible and sufficient funds (CDBG and DRI) are available for the completion of a new or replacement housing unit that meets all of the above and all other criteria in this HAP. Redevelopment and replacement units must meet all of these requirements to be eligible.

#### **L. Structural Integrity**

For all CDBG programs, rehabilitation requires that at least twenty percent (20%) (CDBG and DRI) of the original structure remain after construction, based upon the following formula. Three (3) major components of the house are considered, with each component weighted to total one hundred percent (100%) of the structural value of the house. These components and ratios are: roof – twenty percent (20%), exterior walls – sixty percent (60%), and flooring system – twenty percent (20%).

As an illustration, assume fifty percent (50%) of the roof must be replaced, fifty percent (50%) of the walls must be replaced and twenty-five percent (25 %) of the flooring system (including framing) must be replaced. The factors are then ratioed based on the 20/60/20 formula, so that fifty percent (50%) replacement of the roof is equal to replacing ten percent (10%) of the structure, fifty percent (50%) replacement of the exterior walls equals thirty percent (30%) replacement of the structure, and twenty-five (25 %) replacement of the flooring system equals five percent (5%) replacement of the structure. Thus, replacement equals ten percent (10%), plus thirty percent (30%), plus five percent (5%), or a total of forty-five (45%) of the structure. This leaves fifty-five percent (55%) of the original structure, indicating that the structure is feasible for rehabilitation.

This calculation will be performed by the HRS. Should significant deterioration occur between application approval and the time the unit is scheduled for rehabilitation, the unit will be re-evaluated for continued eligibility and a decision made by the HRS whether to replace it with an alternate unit in accordance with current FDEO contract requirements.

#### **M. Cost Feasibility**

Pertaining to the CDBG and DRI categories, as an additional means of guarding against program penalties for substantial reconstruction of a dwelling, the following cost limits are applicable to all rehabilitation areas. *These limits are above the allowable CDBG financing limits, and assume requirements for owner contributions or leveraging with other funding sources.* The limits may be exceeded for rehabilitation/replacement costs when alternative funds are available for leveraging, but must be specifically approved by the County Commission or PA as exceeding the described limits.

1. \$80,000 per single family detached house (CDBG and DRI)
2. \$50,000 per unit of a duplex, Townhome, or Condominium unit (DRI)
3. \$20,000 per mobile home unit built after Jan. 1, 1997( DRI)

In addition, for the CDBG and DRI categories, the cost of rehabilitation and improvements may not exceed the after-rehabilitation value of the dwelling. In the absence of conflicting information, the mobile home DRI cost limits shall be assumed to meet this requirement. For site-built dwellings, the total cost of rehabilitation (plus other improvements, if any) may not exceed eighty dollars

(\$80) per square foot of dwelling space, excluding septic tank, well, or water/sewer hook-ups, which is less than the cost of new construction and will be assumed to meet the cost/value limit.

#### **N. Clearance**

Requirements are identified by the HRS and are included in the replacement unit bid package. In this way, the same Contractor is responsible for site cleanup and preparation as for provision of the replacement unit. Disposal of debris and associated activities are also included if this method is utilized. When demolition or clearance is conducted separately, bid packages are prepared with procedures following those identified for rehabilitation in this manual.

#### **O. Rehabilitation / Demolition Differences**

A major difference between assistance provided to demolish / replace an entire unit and rehabilitation work is that, with a demo / replace unit, the DPL issued is not for the full value of the replacement unit (owner occupied). (With rehabilitation, the DPL is issued for the full value of the rehab work performed.) The value of the DPL is based on a calculation that takes the difference between the assessed value of the original unit (real property not included) and the actual cost of the new unit (without real property). The difference is the value of the DPL. This is because the dilapidated unit that was demolished belonged to the Applicant homeowner and is being replaced on a one-for-one basis. Ownership of the replacement unit is vested directly to the homeowner with no interest on the part of the local government (except for the DPL). Generally, the local government will accept interim ownership of mobile homes to save program costs (taxes) with transfer to the homeowner as soon as possible, upon satisfaction of the DPL.

1. No partial payment is provided for modular replacement units, as the time frame to complete the transaction is relatively brief. The Contractor is paid in full upon satisfactory completion of work and providing of warranties. Partial payments are utilized for site built homes along the same lines as for rehabilitation work.
2. Program disbursements are made from the local CDBG operating account. As a result, attention must be paid to the ordering and receipt of funds, to ensure that disbursements are made in a timely manner and that the CDBG/DRI limitation for cash on hand is not violated.
3. Rehabilitation cost feasibility limits are based on number of bedrooms to be provided for site built homes. These limits may not be exceeded without approval from the County Commission are:
  - a. four or more bedrooms - \$80,000 CDBG/DRI
  - b. three bedrooms - \$70,000 CDBG/DRI
  - c. two bedrooms - \$60,000

In the case of all loans, the County will take into consideration grant and contracted requirements for the number of housing units contracted to assist and the amount of available CDBG funds.

In the case of replacement of existing SF/ mobile/manufactured homes, the limit will be based upon the acceptable bid price of a replacement home of comparable size. If the existing home is inadequately sized, the replacement home will be sized to include the appropriate bedrooms needed to meet Section 8 and/or local housing code requirements for occupancy. In no case will the total assistance be greater than those limits listed above, unless approved by the County Commission or its PA.

Necessary CDBG approved site improvements, including water supply, sewage disposal, and clearance, will also be provided along with the actual dwelling replacement.

***P. Temporary Relocation***

The CDBG Housing program provides an allowance for temporary relocation assistance to qualified persons who need to relocate while the work is being completed on their primary residence. The County will either;

1. Assist eligible Applicants with up to one thousand dollars (\$1,000.00) of Assistance (\$500 at move out and \$500 upon return: Award of temporary relocation assistance is based upon the availability of funds.

***Q. Contracting and Commencement of Construction***

The HRS recommends the contract amount and contractor to the PA before the DPL and contract are signed. The DPL amount, contract amount, contractor, unit and owner eligibility are all approved by the PA.

The rehabilitation contract is then executed between the Applicant homeowner(s) and the Contractor. The contract should contain all federal provisions, including but not limited to EEO, Section 3, W/MBE, drug free work place, and insurance statements. The DPL is executed by the PA on behalf of the County simultaneously with the construction contract, with the three (3) day rescission period running simultaneously for both legal agreements.

For all units, the DPL and the Notice of Commencement are recorded immediately, no more than three business days of execution. The program pays for recording of the Agreement. The filing of the Notice of Commencement shall be the responsibility of the Contractor.

The Notice to Proceed is issued to the contractor as soon as possible after the rescission period elapses. For the CDBG and DRI categories, when temporary relocation of the occupants is required, the Notice-to-Proceed will be delayed until the unit is vacated. The contract time of performance (generally 30 - 45 days

for rehabilitation and 90 - 180 days for replacement or redevelopment) begins with issuance of the Notice to Proceed. The HRS shall recommend the appropriate contract period based on the type, size and complexity of the work.

#### **R. Construction Progress Inspections**

Periodic inspections of the rehabilitation construction are performed by the County and the HRS throughout the contract period. These inspections are conducted to assure compliance with the contract standards for workmanship and materials, to detect any unauthorized deviations and to identify necessary changes to the contract work in its early stages.

Inspection and approval of completed work must be conducted by the HRS prior to the contractor receiving partial or final payment. The Applicant homeowner's acceptance of the work is also required before payment is received. No final payments will be issued until the County Building Department issues a Certificate of Completion or Certificate of Occupancy and all lien waivers are collected and cleared.

#### **S. Change Orders**

Any additions to, deletions from, or changes in the rehabilitation contract work, time, or price must be approved in a written Change Order before the additional work is started. The Change Order may be executed by the Applicant homeowner and contractor and is approved by the HRS and the PA. All change orders must be approved by the PA and the HRS. Change orders may also be issued to correct code deficiencies, or to obtain any other desired change in the work. CDBG funds can only be for Change Orders that correct code violations as documented by the local building department, a bonafide code violation report, time, or to meet Section 8 HQS found after rehabilitation begins.

For CDBG and DRI categories, additional non-code-related changes will be at the Applicant homeowner's expense.

#### **T. Payment**

Contractor payments are to be consistent with local policy, unless otherwise approved by the County and the funding agency as allowable by all applicable regulations. Specific payment policy depends on the program, and the type and amount of assistance being provided and the contract awarded.

There will be NO payments shall not be processed without proper signatures from the owner, the contractor, the HRs, and the PA. Also no payments shall be processed without completed primary and subcontractor lien waivers as applicable to the contract award or as required by the local policy.

Contractor Payment request and submissions should at a minimum follow these general guidelines:

1. Contracts of twenty five thousand dollars (\$25,000) or less will not be paid until the Contractor has completed the job.
2. Contracts in excess of twenty five thousand dollars (\$25,000) allow a partial payment upon satisfactory completion of sixty percent (60%) (And 100%, see below) of the rehabilitation work (less punch list items), with a retainage of twenty percent (20%) of the completed contract amount.
3. Depending on extenuating circumstances and contract balance, a second partial payment may be authorized at the recommendation of the HRS or PA.

<u>Construction Completion</u>	<u>Percentage of Funds Paid</u>
Less than 50%	0 %
50 % and all permits pulled	50%
100%	80%
100%	After Certificate of Occupancy is issued and all punch list items are completed.

Approval of a partial payment requires:

1. A determination by the HRS and the PA that the claimed percentage of completion of the work has been satisfactorily completed. Payment will be issued for the amount claimed less retainage depending on the physical progress as long as the contract funds remaining are sufficient to complete the work in the event of default by the Contractor.
2. Payment will be issued for the amount claimed less retainage depending on the physical progress as long as the contract funds remaining are sufficient to complete the work in the event of default by the contractor.
3. Approval of the work by the Applicant homeowner and/or PA.
4. An affidavit from the Contractor stating that either:
  - a. There are no claims for unpaid goods and/or services connected with the job,
  - a. All laborers, suppliers and subcontractors have received just compensation for their goods,
  - b. Services up to the date of the request (as evidenced by full or partial waiver of lien from subcontractors); or
  - c. A list of all unpaid parties and the amounts owed to each has been submitted with the request.

The final payment approval requires:

1. Acceptance of all work by the Applicant homeowner, the HRS and the PA.
2. Submission of all manufacturers' and other warranties (e.g., appliances, roofing, extermination, contractor's warranty covering the entire job for a minimum one (1) year, etc.).
3. Waivers of liens from all subcontractors, all parties who were not paid when the contractor received partial payment, and from any other party supplying notice.



4. A certificate of occupancy or final approval from the Building Department to show compliance of the rehabilitation work with the locally adopted building (and other applicable) code requirements.
5. Completion of all punch list items and
6. An affidavit from the contractor stating that all bills have been paid and there are no claims for subcontracted jobs or materials, or any outstanding Notice to Owner.

If the Applicant homeowner refuses to authorize payment due to a dispute with the Contractor, the PA may recommend disbursement without the Applicant homeowner's approval if the claim is shown to be without merit or inconsistent with the policies and the goals of the program. Such disbursement shall be issued only after the PA and the HRS have reviewed the facts and circumstances involved in the dispute and have determined that the Applicant homeowner's refusal to issue payment is without just cause. If a person or party feels that his/her complaint has not been sufficiently addressed by the HRS or PA, an appeal may be made to the Citizen's Advisory Task Force (CATF) in accordance with the County's CDBG Citizen Participation Plan. If a response satisfactory to the aggrieved is not issued by the Committee, an appeal may be made to the County Commission. The County Commission has the authority to uphold, rescind or reverse a previous CATF determination. An appeal of the local determination/decision made by the County Commission should be filed with FDEO, as set forth in the County's CDBG Citizen Participation Plan. Sufficient documentation to this effect shall be placed in the Applicant's file.

#### ***U. Disputes and Contract Termination***

Regarding disputes, and as authorized and outlined in the construction contract, the Homeowner and/or the County have/has the right to stop work and terminate the contract in accordance with approved program policy.

The Applicant homeowners shall make themselves available to the Contractor to resolve all and any issues that might facilitate completion. The Homeowner is also requested to notify the HRS and the PA of any complaints to the Contractor so assistance in follow-up can be provided. If the Contractor does not respond to any oral or written complaints within a reasonable time frame and in a satisfactory manner, the HRS will verify the complaint and report it to the PA. If the PA judges the complaint to be valid, he/she will send a written request for service to the Contractor and a copy to the Homeowner. The Contractor will then take action as monitored by the HRS and the PA. Upon receiving notice that the complaint has been satisfied, the HRS will inspect the work and make such note in the case file. Failure to resolve complaints shall be justification for removing a Contractor from participation with the program including but not limited to:

1. Inability or failure to direct the work in a competent and independent manner.
2. Failure to honor warranties.
3. Ineligibility to enter into federally or state assisted contracts as determined by the U.S. Secretary of Labor, HUD, E-Verify or FDEO.

4. Other just cause that would expose the local government, the Program or Homeowner to unacceptable risk.
5. At the Contractor's or Homeowner's request with cause.

#### ***V. Project Closeout***

The project award work plan and time line should be monitored on an ongoing basis by the HRS and PA to ensure that the program is on schedule and is in compliance with the executed funding agreement between the local government and the funding agency. All project closeout reports and documents must be completed and submitted to the correct funding agency on time and as required.

#### ***W. Program Compliance and Monitoring***

When preparing for a compliance monitoring visit, the HRS and Program Administrators and staff should review all Applicant and Program files for completeness of documentation. Special attention should be given to ensure that the income eligibility documentation is mathematically accurate and legible. All files should be orderly and systemically organized. All financial information relevant to each transaction should be easily found, and the files should have copies of invoices and proof of payment. The file should be accessible and a comfortable space should be provided for a thorough review. Copies of all advertisement and contracts should also be available.

The following data will be provided by each housing unit as part of the administration documentation for each activity providing direct benefit (for example, housing rehabilitation, temporary relocation, hookups, etc.) and summarized by activity and maintained in the program files:

1. Name of approved Applicant and address of each housing unit rehabilitated with CDBG funds and the date the construction was completed on the housing unit, and the amount of CDBG funds expended on that housing unit.
2. Whether the household is headed by a female, the number of handicapped persons in the household, the number of elderly persons in the household and VLI or LMI status of the household.
3. The number of occupants in the household, categorized by gender.
4. The racial demographics of the household by number (white, black, Hispanic, Asian/Pacific Islander, Hasidic Jew or American Indian/Alaskan native).

### **III. CDBG DRI CATEGORY HOUSING REHABILITATION PROGRAM**

The goal for the County CDBG Disaster Recovery Initiative (DRI) Housing Program is to provide down payment assistance, rehabilitate or replace existing owner occupied housing units located in the County that sustained damage as a result of federally declared natural disaster(s).

**A. *Housing Rehab or Demo/Replace Activity – Objective***

To provide a Deferred Payment Loan (DPL) to VLI and LMI income residents whose homes were damaged by a Federally Declared Disaster. The purpose of the program is to bring the residences that sustained damage during a federally declared disaster up to Section 8 Minimum Property Standards, Florida Residential Building Codes, and the local codes currently in effect in the County, whichever is most stringent for each housing unit need.

**B. *Housing Rehab or Demo/Replace Activity – Financing***

The type of assistance which will be available to eligible residents is known as a Deferred Payment Loan. A brief description of this program is presented below. The DPL is a zero (0) percent interest loan provided by the County. The funding for the loan will come from the County's CDBG DRI Program. The DPL will be secured by a recorded mortgage on the Applicant's property. A DPL will be available for all approved Applicants contingent upon available funding. VLI and LMI Applicants will qualify for a DPL wherein the DPL Amount will be forgiven in annual increments as described in the CDBG Program Operational Procedures section of this document.

**C. *Housing Rehab or Demo/Replace Activity – Eligibility***

1. Only those mobile home properties that are conventionally built structures and mobile homes built after January 1997, which are owner-occupied and located within the County, will be considered for participation in the rehabilitation program. No mobile homes built prior to December 31, 1996 will be considered for rehabilitation.
2. Applicants' incomes must fall within the HUD Section 8 Income Limit guidelines as published by HUD and/or the State of Florida for the region.
3. Priority will be given to Applicants who sustained damage from a federally declared disaster in the following order:
  - a. Participants who responded to the County's advertised request for Applicants whose residences were impacted by the disaster events and who have been qualified and ranked by the County for inclusion in the Disaster Recovery programs, provided the County solicitation for affected Applicants took place after the declared events covered in a federal declaration.
  - b. If the current list of Applicants does not obligate all of the available funding, then a new solicitation for impacted residents will be published.
  - c. All other Applicant eligibility requirements are described in the CDBG Operational Procedures section of this document.
  - d. Priority will be given to Applicants who sustained damage in a Federally Declared Disaster.
  - e. No geographic distribution of funding shall be considered, except where specified in the State Sub-recipient Agreement.

4. To select Applicants in both the Rehabilitation and Permanent Relocation Activities, the following steps will be taken:
  - a. The County will utilize the list of potential Applicants developed from previous solicitations (SHIP, HHRP, FEMA) when available for the Federally Declared Disaster.
  - b. If sufficient clients are not obtained from the previous solicitations, a display ad will be placed in one or more local newspapers of general circulation advising local citizens of the availability of grant funds and establishing a convenient time and place for interested citizens to obtain information and pick up application forms. Applications will be accepted by the County for a minimum thirty (30) calendar days after the notice is placed.
  - c. Local organizations which normally work with clientele that may qualify for the program shall be contacted.
  - d. Prior Applicants who have applied for but did not receive County CDBG/DRI assistance will be contacted and advised of the funding assistance and requested to submit an Application.

Once a list of potential Applicants is obtained, the HRS shall perform initial inspections on the dwellings to determine which of the following categories they fall into:

***D. For conventionally (“site”) built structures and modular homes:***

1. Rehabilitation for these structures is not to exceed eighty thousand dollars (\$80,000.00).
2. If the cost of correcting all existing code violations is estimated to exceed eighty thousand dollars (\$80,000.00) or, the unit is deemed structurally unsound and not feasible for rehabilitation, the dwelling will be considered for Demolition Replacement, wherein the Applicant homeowner provides the additional funding needed to complete new construction or where additional funds have been appropriated to the program for the specific purpose of demolition/replacement.

***E. For mobile homes built after 1996 (CDBG DRI only):***

1. Rehabilitation for these structures is not to exceed twenty thousand dollars (\$20,000.00).
2. Replacement housing – if the cost of correcting all existing code violations exceeds twenty thousand dollars (\$20,000.00), or if the mobile home is deemed structurally unsound and not feasible for rehabilitation the dwelling will be considered for demolition replacement, wherein the Applicant homeowner provides the additional funding needed to complete new construction or where additional funds have been appropriated to the program for the specific purpose of demolition/replacement.

**F. Temporary Relocation:**

The CDBG/DRI Housing program provides an allowance for temporary relocation assistance to qualified Applicants who need to relocate while the work is being completed on their primary residence. The County will: 1) assist eligible Applicants with up to \$1,000.00 of assistance,

**G. Applicant Requirements:**

1. Applicants must be income eligible in accordance with HUD LMI income requirements.
2. Applicants must be able to produce clear title in order to receive assistance from the CDBG/DRI program. The County is not providing funds for the entire rehabilitation cost of the home. Other funds or match funds could be utilized.
3. The Applicant must complete a Purchase Assistance Application.
4. Applicants must sign the County's Mortgage and Promissory note. The County's mortgage (typically a second mortgage) is forgiven after 5, 10, 15, or 20 years – depending on the amount of assistance received.
5. Total household income cannot exceed eighty percent (80%) of the Area Median Income (AMI). Please see HUD income guidelines.
6. Applicants must be able to verify and document all income and assets of household members above eighteen (18) years of age residing in the housing unit.
7. Applicants are processed and served on a 'first come, first qualified, first served' basis.

**H. Program Benefits:**

1. CDBG funds can be used to pay up to \$80,000.00 of the Applicants' required rehabilitation to address code violation corrections.
2. Increase housing stock; remove slum and blight conditions, correct code violations.
3. Address health and safety conditions and concerns.
4. Increase County tax base.
5. Increase homeownership.
6. Assistance with the rehabilitation process.

**I. Eligible Properties:**

1. Single-Family Homes.
2. Townhomes, Condominiums units and Duplexes.
3. Mobile Home built after Jan. 1, 1997 (CDBG DRI only).
4. Limitations on maximum CDBG rehab costs - \$80,000.00.
5. All properties must have an inspection.
6. All properties must have clear title pursuant to HUD definitions.
7. Properties must be appropriately zoned.
8. Not located in flood zones.
9. Life estates are permitted under this program.
10. Property must be owned and not rented or leased.
11. All properties must be located in the unincorporated limits of the County.

**J. CDBG, DRI rehab and demo/replacement activity – financing**

The type of financing assistance which will be available to eligible Applicant homeowners is known as a Deferred Payment Loan (DPL). A description of this program is outlined in the CDBG Operational Procedures Section, as well as other places throughout this document. We have provided summary information as follows:

1. Terms of Assistance:

A zero (0) percent interest, deferred payment loan secured by a mortgage and note. The loan is forgivable in its entirety at the end of the term. Maximum DPL is \$80,000. Additional information is defined under Cost Feasibility and Deferred Payment Loans.

There will be a yearly write-down of the loan after the end of each applicable full year. The write-down will be directly correlated to the amount of the mortgage. The mortgage and note shall provide for pro-rated repayment, which shall be due if the home is sold, title is transferred or conveyed, or the home ceases to be the primary residence of the Applicant homeowner during the affordability period.

2. Down Payment Assistance Activity – Objective

To provide a Deferred Payment Loan (DPL) to be utilized as down payment assistance for VLI and LMI (up to 80% AMI) Applicants who have been approved to purchase dwelling unit under the County CDBG/DRI program. The purpose of the program is to provide gap financing to enable very low and low income households to purchase affordable standard residential. Priority will be given to a household that lost primary housing residence due to a federally declared disaster or has been unable to obtain decent, safe, standard affordable housing in the area as a result of federally declared disaster.

3. Down Payment Assistance Activity – Eligibility

- a. Applicants' income must fall within the HUD Section 8 income limit guidelines as published by HUD and/or the State of Florida for the region.
- b. No member of the governing body, member of the CATF, employee of the County, or relatives of any of these as defined by HUD and Florida Statutes, shall be eligible for program participation unless they are granted a waiver by the Florida Department of Economic Opportunity (FDEO). The prohibition shall continue for one (1) year after an individual's relationship with the County is terminated.
- c. Priority will be given to Applicants who were forced from their homes because of a federally declared disaster event(s) or are being forced to vacate their existing units due to FEMA temporary living unit evacuation requirements.

**K. Down Payment Assistance Activity - Construction Process**

Once an Applicant has been deemed eligible for the down payment assistance activity he/she shall close on the loan and proceed with the following steps:

1. The Contractor will apply for and obtain all building permit(s) in the Applicant's name for construction of the residence. Once the building permit is obtained the County will provide the HRS with a copy of the building permit and all subcontractors' permits for the project, a full set of Plans and Specifications for the unit the Applicant is receiving and a recorded "Notice of Commencement" for the dwelling.
2. A Pre-Construction conference will be held between the Applicants, the County and the HRS to review the project in detail.
3. Prior to closing, the County will provide evidence of executed loan agreements with all other agencies that are providing financing for the construction of the dwelling unit.
4. The following documents will be executed simultaneously: An Agreement between the County and the Applicant which allows the County to provide down payment assistance to the Applicant in the form of a zero interest DPL. The DPL will be used to buy down the cost of the primary mortgage and eligible down payment and closing cost. An Agreement executed between the Applicant and the County stating that the Applicant will live in and agree not to sell the relocation property for the duration of the DPL, is required. The DPL process is described in more detail in the Housing Finance section of this document.

**L. Down Payment Assistance Activity - Size Of Units**

Size of units shall be based upon the following criteria concerning the current permanent Applicant of the existing dwelling (per 24CFR:982.401)

1. No more than two (2) person of the same sex may occupy the same bedroom.
2. Two (2) persons of the opposite sex may not occupy the same bedroom (excluding husband and wife and very young children).
3. Only the husband, wife, dependent children (including those who are mentally and/or physically handicapped), and family members sixty-two (62) years of age or older and currently residing in the household will be counted in calculating family size and the minimum number of bedrooms and square footage allowance.

**M. Down Payment Assistance Activity - Down Payment Allowances**

The approved Applicant of a CDBG/DRI Down Payment Assistance Activity will be eligible for the following Disaster Recovery Initiative Program housing payment assistance maximum amounts, subject to Application review by the HRS and PA, and subject to financial need on a case by case basis to meet down payment needs and keep the primary mortgage reasonable and within current HUD guidelines for maximum monthly rent/mortgage cost for the household income of the Applicant:

Family Size	Up to 80% AMI
1	\$20,000.00
2	\$25,000.00
3	\$30,000.00
4	\$35,000.00
5	\$40,000.00
6	\$40,000.00
7	\$40,000.00
8	\$40,000.00

The HRS and PA will review each Applicant's case and discuss with the primary lender and Applicant the limitations of the program. The HRS will determine the amount of assistance needed for down payment, closing and buy down of the primary note for each Applicant's household size and income range. The HRS will recommend the amount to the PA and County in the best interest of the program. If more funds are needed than allowed to make the Applicant feasible to receive purchase assistance, other housing purchase assistance funds must be obtained to meet HUD mortgage costs limits, or the Applicant will be rejected as infeasible due to income limitations and the inability to keep the primary note within the HUD guidelines (usually no more than thirty percent (30%) of gross income for mortgage, insurance, taxes and other mortgage costs combined, but whatever is current at the time of Application review will be used as a guide).

This Housing Assistance Plan and its Operational Procedures is adopted this 10th day of July, 2018

BY: Peter D. O'Bryan  
Peter D. O'Bryan, Chairman



ATTEST: Jeffrey Smith, Clerk Of Circuit Court and Comptroller

BY: Shonda D. Finkle  
Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

William K. DeBaal  
William K. DeBaal, Deputy County Attorney



## APPENDIX A — DEFINITIONS

**ADA - Americans with Disabilities Act**—Provides federal civil rights protection to individuals who are physically or mentally disabled. The ADA prohibits discrimination against the disabled in employment, public services, public accommodations, and telecommunications. Entities that are covered by the ADA must make reasonable accommodation which involves adapting programs, facilities, or work places to allow disabled individuals to participate in the program of services. (HUD's Access to Housing for Persons with Disabilities, (202) 708-3287).

**Affordability Period** - The time period for which rent restrictions or resale restrictions apply to housing that has been assisted by government funding.

**Affordable Housing** - Housing is considered to be affordable if monthly housing cost does not exceed a certain percentage of a family's monthly income. The acceptable percentage is thirty (30) percent of a family's adjusted gross monthly income.

**Annual (Gross) Income** - Total income (earned, unearned and asset income) anticipated to be received by all persons who currently reside or intend to reside in a program assisted-unit for the coming twelve (12) month period. When determining whether a household is income eligible, local governments, participating jurisdictions and project owners must use one of the following three (3) definitions of annual income: (1) annual income as defined at 24 CFR section 5.609 (except when determining the income of a homeowner for an owner-occupied rehabilitation project, the value of the homeowner's primary residence may be excluded from the calculation of net family assets); or (2) annual income as reported under the Census long-form for the most recent available decennial Census; or (3) adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 series for individual federal annual income tax purposes.

**Assets** - Cash or non-cash item that can be converted to cash. Under most federally and state funded housing programs, the income from an asset, either actual or imputed, is included in a family's total household income.

**Blighted structure:** a structure that has substantial deterioration in which conditions are leading to economic distress or endangerment of life, the sub-recipient jurisdiction agrees by ordinance that the structure is blighted, and one or more of the following factors are present:

1. Unsanitary or unsafe conditions;
2. Deterioration of site or other improvement; or
3. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness.

**CATF:** The Citizen's Advisory Task Force which the State's sub-recipient must create in order to provide public participation and comply with citizen participation requirements.

**CDBG - Community Development Block Grant** - The U.S. Department of Housing and Urban Development (HUD) administers two CDBG programs. Under the CDBG Entitlement Program, HUD provides funds directly to urban counties and metropolitan cities based on a population-based formula. The CDBG Small Cities Program, administered by FDEO, Bureau of Community Development, awards grants on a competitive basis to non-entitlement counties, cities, and towns in Florida.

**Closing** - The final procedure in a real estate sale, in which property ownership is transferred in exchange for an agreed upon payment.

**FDEO – Florida Department of Economic Opportunity –DEO** fulfills three major roles in developing and implementing policy in the State of Florida which are: housing and community development, emergency management, and resource planning and management. DEO's activities are accomplished through the following: providing technical assistance; planning projects; administering grant programs; reviewing plans, programs and developments; intergovernmental coordination; and, fostering public/private partnerships.

**Deed** - A legal instrument that transfers property ownership from one party to another.

**Deferred Payment Loan** - Funds provided to a borrower under terms that calls for repayment to be delayed for a certain length of time, until certain circumstances change, or a certain threshold is met. In housing programs, deferred payment loans are often used as an affordability mechanism. In home ownership programs the loans often become due when the assisted family sells the home. Under rental programs the loans often become due if the affordability requirements are breached. In most housing programs these loans have an interest rate of zero percent; in some communities interest does accrue.

**Demographic Data** - Information about the characteristics of human populations, including size, income, age, wealth, race, ethnicity, gender, housing conditions, etc.

**Eligible Household** - An individual, family or group of individuals living together as a unit, determined to be of very low income (30%-50% of AMI), low-income (50%-not to exceed 80% of AMI) for participation in the Small Cities CDBG and DRI programs.

**Fair Housing Act** - The Fair Housing Act makes it illegal to deny housing, refuse to rent, sell, or negotiate, or offer different terms and considerations because of race, color, religion, sex, national origin, handicap, or familial status. If you suspect violation of the Fair Housing Act or want more information, you may contact the U.S. Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, 451 7th Street, SW, Washington, D.C. 20410-2000, 1-800-669-9777.

**Household** - Individual, family, or group of individuals living together in a unit.

**HUD - U.S. Department of Housing and Urban Development** - The department within the federal government that is mandated by Congress to create conditions for every family to have decent and affordable housing, to ensure equal housing opportunities for all, and to strengthen and enrich the nation's communities. Offices are located at the national and state levels. HUD Locator for general information: (202) 708-1422; Affordable housing information center: (800) 998-9999. The State Coordinators' Office (serves South Florida): Brickell Plaza Federal Building, 909 SE First Avenue, Room 500, Miami, Florida 33131-3028; phone: (305) 536-5678; fax: (305) 536:5765; website: <http://www.hud.gov/local/fl/working/miamioffice.cfm>. The Jacksonville office (serves North and Central Florida: 401 West Bay Street, Suite 1015, Jacksonville, Florida 32202; (904) 232-2627; fax: (904) 232-3759; web site: [fl/working/jksoffice.cfm](http://www.hud.gov/local/fl/working/jksoffice.cfm).

**Lien** - Recorded claim against a property whereby the property is security for a debt. Under certain circumstances, the holder of the lien is entitled to have the property sold to satisfy the debt. A lien is an encumbrance against the property.

**Low-Income Person or Household** - A person or household whose annual (gross) income does not exceed eighty percent (80%) of the Area Median Income, as determined by HUD, with adjustments for smaller and larger families.

**Median Income** - A determination made through statistical methods establishing a middle point for determining income limits. Median is the amount that divides the distribution into two equal groups: one group having income above the median and the other group having income below the median.

**Mortgage** - A temporary and conditional pledge of property to a creditor as security for the repayment of a debt. The borrower (mortgagor) retains possession and use of the property.

**Reconstruction** - Rebuilding of a structure, usually on the same foundation as the existing housing which will be demolished.

**Rehabilitation** - The alteration, improvement or modification of an existing structure.

**Section 504** - Section of the Handicapped Accessibility/Architectural Barriers Act that Requires all public buildings to be designed, constructed, or renovated to provide access for physically handicapped persons.

**Very Low-Low-Income Person or Household** - A person or household whose annual (gross) income does not exceed fifty percent (50%) of the area median income, as determined by HUD, with adjustments for smaller and larger families.

## **APPENDIX A — RESOURCES**

### **Income Verification Resources:**

<https://www.hudexchange.info/incomecalculator/>

Link to HUD and HOME Sample Income Verification and Contract documents:

<https://www.hudexchange.info/resources/>

HUD income limits;\

<https://www.hudexchange.info/resource/5334/cdbg-income-limits/>

### **Section 3 and W/MBE Resources:**

<https://www.hudexchange.info/resources/documents/24-Cfr-Part-135-Section-3-Regulations.pdf>

State of Florida W/MBE directory:

[https://www.dms.myflorida.com/agency\\_administration/office\\_of\\_supplier\\_diversity\\_osd/](https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd/)

### **Davis Bacon Resources:**

[HUD Handbook 1344.1, Federal Labor Standards Compliance in Housing and Community Development Programs](#)

[Making Davis-Bacon Work: A Practical Guide for States, Indian Tribes and Local Agencies](#)

[A Contractor's Guide to Prevailing Wage Requirements](#)

### **Fair Housing Link:**

[www.hud.gov/fairhousing](http://www.hud.gov/fairhousing)

## APPENDIX B - Point Values to be Used in Ranking Applicants

Priority and point value will be based on the following table:

<b>Priority</b>	<b>Point Value</b>
Disabled and/or Handicapped Head of Household	10
Very Low Income Households (50% or less of the county's median household income)	10
Elderly Head of Household (over 62 years of age)	10
Low Income Households (between 51-80% of the county's median household income)	5
Families with Handicapped Dependents	5
Large Families (five or more)	5
Small Families (four or less)	3
Families with Elderly Dependents	3

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SECTION H	CERTIFICATION



**15000 Citrus Country Drive, Suite 331; Dade City, FL 33523  
352-437-3902 – Toll Free 1-888-Guard93**

**Exhibit B**



**SECTION A:  
COVER  
LETTER**



January 22, 2019

Indian River County  
1800 27<sup>th</sup> Street  
Vero Beach, FL  
32960

RE: CDBG Grant Writing and Administration Services, RFP # 2019036

Dear Selection Committee Members:

We are excited to submit our proposal for consideration in response to your Request for Proposals (RFP) for CDBG Grant Writing and Administration Services for your Florida Small Cities Community Development Block Grant. Enclosed please find one (1) original, five (5) copies, and one (1) electronic copy of the proposal as requested outlining our professional qualifications for your consideration.

Guardian Community Resource Management Inc. (Guardian) is a **full service grant management firm** serving local governments throughout the state of Florida. As an industry leader, we are here to help you meet the increasing needs for improved local **infrastructure, economic development, affordable housing, disaster recovery, utility financing**, and the **creation of high wage jobs** in your community.

Guardian has over **160 years of combined team experience**, and is a leader in grant research, planning, and writing/application and program administration services for federal and state initiated programs such as the Community Development Block Grant (CDBG), Economic Development, Public Works, and State Revolving Fund, among others. We believe our past involvement in similar communities involving federal and state grant program administration and intimate familiarity with the complexities of Federal and State regulations makes us the best qualified firm to fulfill your needs. Our staff have worked on 10 declared hurricane disasters and other tropical storms, flooding, and tornadoes in Florida. We have worked in cities, counties, and special districts throughout Florida. In short, when you're talking about overall experience from funding to implementation of state and federal grant funded programs, you will not find a more experienced knowledgeable, dedicated and ethical team than Guardian.

Based on our track record with federal and state government funded projects, please know that when it comes to working with the Indian River County team, we will always respond professionally, effectively and in a timely manner. We will act in the best interest of your





community, without over stepping our responsibilities. We will provide you and your residents with the highest quality standards and service that make Guardian a leader in this industry.

With ongoing budgetary constraints, local governments need the financial assistance from federal and state grants to fund in their community's development needs. Guardian professionals have worked on hundreds of publicly funded projects using every major state and federal funding source. Of equal importance is Guardian's unique team expertise in developing grant funding strategies by leveraging multiple funding sources, which decreases the cost of programs to the local community. **We have successfully completed over 200 projects, totaling \$500,000,000+ in grants, loans and private investment (the mixing, matching, and leveraging of multiple funding sources),** with the majority involving **SHIP, FEMA PA, CDBG, NSP, Home, EDA,** and other community and economic development programs.

**The Guardian Team encourages you to contact our references and confirm that when you partner with our firm,** you get a team that is responsive, technically knowledgeable and committed to your success. Our current City and County contracts and other documentation related to our CDBG and SHIP program administration experience are noted in our Guardian Experience Chart. We are local, housed in Florida, with exclusive experience with Florida disaster recovery, economic development housing rehabilitation.

It is our pleasure to offer our services to Indian River County. I am the duly authorized representative to legally bind Guardian in this proposal and I understand and agree to be bound by the terms and conditions of the RFP as presented. Please do not hesitate to contact me should you have any questions or require additional information.

We look forward to the opportunity to serve you and your community.

Sincerely,

  
Christine Masek Alday, President  
[Christine.Alday@GuardianCRM.com](mailto:Christine.Alday@GuardianCRM.com)

**SECTION B:  
PROPOSAL**





## APPROACH TO CDBG

<b>TIME IS MONEY</b>	Work hard, work smart, call any time
<b>COMPETITIVE FEE</b>	We bid the work, not the maximum allowed
<b>LEVERAGING RESOURCES</b>	Leverage funds, conserve, out of box ideas
<b>ESTABLISH CONTROLS</b>	Financial, document, contract, self-auditing
<b>THINKING IN TERMS OF THE FUTURE</b>	Growth, employment, disasters, rule changes
<b>PROFESSIONAL ETHICS</b>	Respect the funder, client, beneficiaries
<b>REPEAT SUCCESSFUL COMPLETION</b>	On time, under budget, future opportunities
<b>COMMUNICATION</b>	Key to resolving problems before they happen
<b>BUILDING PARTNERSHIPS</b>	Network, share information, ongoing research
<b>ATTENTION TO DETAILS</b>	Self-monitoring & audit preparation ongoing

Our approach and success in program administration is comprehensive, detailed, and follows a proven work plan centered on quality control. We measure our performance by the benchmarks we establish based on funding, administration and construction timelines and funder requirements. We establish these benchmarks at the time of contract for each grant funded project.

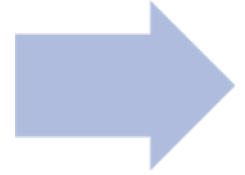


***The Guardian Team is the Right Team for this Work***

*The Guardian Team understands the **skills, services and talents** needed to successfully administer and manage Indian River County's CDBG and other grant-funded projects!*

## Let's Get Started!

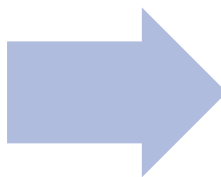
### *Preliminary Activities:*



1. Assist the County in the actions approved by DEO for the CDBG within the specified budget.
2. Perform an environmental review and request release of project funds.
3. Assist County staff with the financial procedures for receiving funds and disbursement of payments. Assist in financial reporting.
4. Prepare spreadsheets of budget and expenditures and monitor budget and expenses.
5. Assess and ensure the local government's compliance with federal, state, and local regulations concerning procurement, employment, personnel and property management, records retention, fair housing, ethics, etc.
6. Provide assistance in solicitations for needed services, which may include abstractors, surveyors, lead inspectors, and contractors.
7. Conduct a project area meeting (if necessary) to explain the program to residents/owners.
8. Meet with the local building official to lay out the parameters of the specific code criteria the building department wishes utilized in the rehabilitation of the housing units.
9. Maintain all CDBG Housing Rehabilitation and client/applicant files.
10. Supervise all payment authorizations to assure proper documentation and appropriate payments.
11. Represent the local government during local/state/federal agency monitoring visits and inquiries.
12. Provide responses to audits and monitoring reports for review and approval by County.
13. Develop corrective action plans to address noted deficiencies (from audit or monitoring reports).
14. Respond to questions and/or complaints from citizens.
15. Recommend policy and/or grant amendments. Take necessary actions in response to the local government's decision, such as advertising and conducting public hearings, updating the project environmental review file, and attended meetings.

## You've Got the Grant – Now What?

### Post-Award Activities:



1. Prepare Environmental Review Record (ENVRR).
2. (Economic Development) Execute Participating Party Agreement.
3. Prepare FONSI advertisement and Request for Release of Funds (RROF).
4. Review/update/develop any required grant policies and procedures manuals.
5. Review all grant agreements for compliance, requirements and special conditions.
6. Establish grant performance measures and benchmarks of performance.
7. Develop program forms and checklist for intake qualifications, bidding, and contracting.
8. Provide a sample / review/ update RFP/RFQ for contractors and vendors.
9. Recommend short list of vendors (e.g. construction contractors, surveyors, and any other remaining services needed).
10. Vet all contractors and vendors.

## Bring in Your Partners!

### Outreach, Partner /

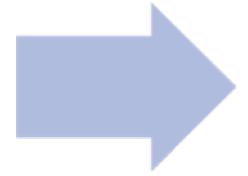
### Vendor Training & Support:



1. Develop operating procedures and accompanying checklists and standardized reports for your project partners and vendors.
2. Provide training, support and monitoring of the day to day activity of the partners, vendors and your staff.
3. Provide sample of vetting forms and forms of agreement for contractors, partners, and vendors.
4. Write RFP scopes of work and provide 2 CFR 200 and State language.
5. Attend pre-bid and bid meetings for support.
6. Write technical assistance answers to bid questions.
7. Technical assistance to selection committees.
8. Develop scope and federal developed agreements.

## Let's Get to Work!

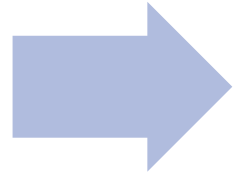
### *Regular Compliance Monitoring:*



1. Oversee project schedule and compliance, including regular monitoring & updates.
2. Representation during monitoring/site visits, audits and community meetings.
3. Coordination with other agencies, partners, recipients and contractors.
4. Provide all other necessary technical assistance to staff and contractors.
5. Prepare regular status reports, e.g. grant funding report, grant contract status, administrative status, quality control activities and results, major accomplishments, success stories, etc., noteworthy meetings and accomplishments, work plan issues, available budget and uses of funds.
6. Procedures for comprehensive identification of beneficiaries and qualifying applicants.
7. Create monitoring, documentation and reporting of the efforts and results.
8. Monitor all regular grant-funded project activity to ensure compliance.
9. (Infrastructure) Request Wage Decisions where applicable and provide sub-grantee/contract guidance for specific activities.
10. Review construction contract documents and supporting information compliance.
11. Review & ensure compliance with applicable laws, e.g., ADA/504 Handicap Accessibility, Uniform Relocation Act and Anti-Displacement, Copeland Anti-Kickback, Civil Rights, Fair Housing, all applicable parts of 24 CFR200, and any other related federal requirements.
12. Oversight and coordination of citizen complaints and responses (coordination and response to citizen complaints/concerns).
13. Develop, process and track amendments (action plans and other plans) where needed.
14. Identify conflicts of interest and coordinate the issuance of a waiver if necessary.
15. Fraud prevention and monitoring.
16. Monitoring and prevention of duplication of benefits.

## Manage construction from beginning to end!

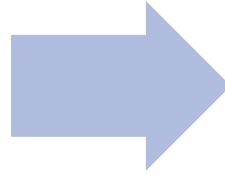
### *Project Delivery Services:*



1. Administer an intake application for potential clients and carrying out housing inspections of all identified units to determine if applicants qualify for the program and the extent of work needed for each residence.
2. Verify each applicant's income to determine eligibility.
3. Carry out detailed housing inspections, complete work write-ups, and construction cost estimates. If the unit was constructed prior to 1978 a lead based paint test will be carried out by an independent contractor.
4. Review work write-ups with the owner and obtain the owners signed acknowledgment that they are in agreement with the work to be carried out.
5. Obtain title searches on each potential unit to ensure the applicants have equitable interest in the property.
6. Rank all potential clients and present the ranked list to County for approval or revision.
7. Identify and appropriately acknowledging all clients with potential conflicts of interest.
8. Consultant must request and obtain from DEO waivers to rehabilitate units belonging to clients with potential conflicts of interest.

## Always Follow the Money!

### *Financial Oversight:*



1. Assist with implementing an internal budget and setting up purchase orders, as needed.
2. Review and advice on a project financial management system for receiving and disbursing funds.
3. Assist with financial reporting required by the funder.
4. Assist with all Requests for Funds (RFF), working with your Town Finance Depart.
5. Review, advise, and establish layering plans for each program's eligible budget and activities to coordinate proper use and tracking of layered funds.
6. Review pay authorizations and change orders for compliance.
7. Advise on maintenance of project account records.
8. Provide sample time sheets for tracking of eligible grant-funded staff time.
9. Assist with responding to external and internal audit questions.
10. Monitor and developer agreement activities for compliance.

## *We made it to Project Closeout!*

### *Project Closeout*

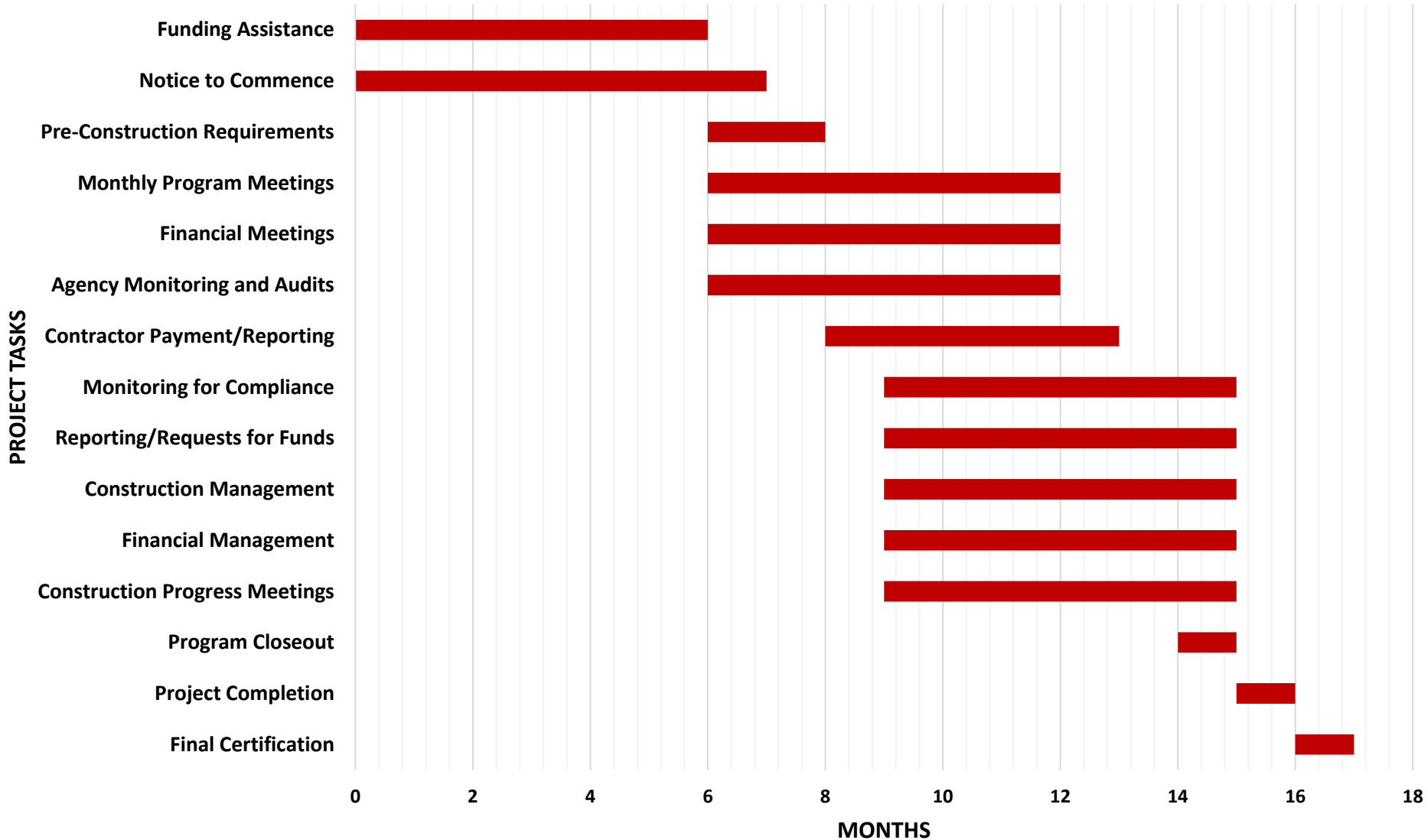
### *Activities:*



1. Balance final project budget.
2. Gather all necessary completion supporting documents.
3. Prepare documents for administrative/financial close out of projects.
4. Research and prepare information/applications for new and continuing grants and their related funding cycles.
5. Document all warranties, release of liens, flood insurance, and related requirements.
6. All closed agreements documented complete.



# Typical Project Schedule





## CURRENT AND PROJECTED WORKLOAD

The Guardian Team has been successful in maintaining numerous repeat clients, continuing to bid competitively, and keeping client satisfaction and quality service at the forefront of our practice. Guardian's projected workload for the next 24 – 36 months consists of 12-14 clients and 15-20 grant projects, not including any programs we might administer on behalf of your community. The Guardian Team will dedicate ample resources to your projects, including acquiring additional office space and staff as needed.

HR CDBG City of Avon Park	New project
NR CDBG LaBelle	New project
NR CDBG City of Palmetto	New Project
NR CDBG Lake Placid	New Project
HR CDBG Hernando County	35% complete
HR CDBG Hendry County	25% complete
HR CDBG Citrus County	85% complete
CDBG Entitlement - City of Palm Coast	Ongoing by Task Order
Collier County Tech and Grant Assistance	Ongoing by Task Order
Hillsborough County ENVRR work	Ongoing by Task Order
Spring Lake Improvement District Tech Assist	Ongoing by Task Order (multiple projects)
SHIP Indian River County	Ongoing by Task Order
Osceola County Grant Assistance	Ongoing by Task Order
SHIP Martin County	Ongoing all years
SHIP Hendry County	Ongoing all years
SHIP Putnam County	Ongoing all years
City of Kissimmee ENVRR Work	Ongoing by Task Order
NSP 1/3: Osceola County, Martin County, Hernando	99% complete
NR CDBG Highlands County	99% Complete



**SECTION C:  
CORPORATE  
EXPERIENCE  
AND  
CAPACITY**



## Organization and Capacity

### Profile, Organization and Management

**Guardian Community Resource Management Inc.** (Guardian) is a full service grant management firm established in 2005 as a for-profit, S Corporation, and is a State of Florida Certified Minority/Women Owned Business. Guardian's Team is comprised of seven (7) veteran grant and management professionals. Our Team brings to your organization over 160+ years of combined expertise and hands-on experience working in the various areas of state and federal grants and loan-funded community development and affordable housing.



From its inception, the Guardian Team has worked **for local governments** to develop and provide grant research, planning, grant application preparation, program administration and management and construction oversight services.

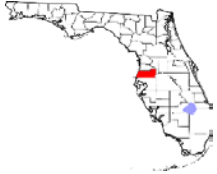
Our full-service grant management includes, but is not limited to:

- *Grant research and grant application writing, planning, and budgeting new programs.*
- *Developing grant funding strategies, including loans/layering of other funds.*
- *Preparing HUD and NEPA Environmental Reviews (ERR) at all levels*
- *Reviewing/updating various local grant related policies/procedures as required.*
- *Preparing Request for Funds, invoices, & approvals for expenditures.*
- *Best practice audit and accounting controls.*
- *Prepare Household Income Certification Forms*
- *Establishing best practice client and administration files for grant program.*
- *Providing technical support and training to our clients as needed.*
- *Financial management of all grant funds, including match and leverage.*
- *Preparing RFP for procurement of contractor, vetting, bid invitations*
- *Attend pre-bid conference, bid opening/pre-construction meeting*
- *Assisting in/ preparing for required Fair Housing activities; preparing grant amendments, monthly, quarterly, close out reports & other funder reports.*
- *Performing construction oversight and inspections, including Davis Bacon, Section 3, MBE/WBE reporting, including write-ups, construction cost estimates, inspections and project management.*
- *Identify & respond to potential conflicts of interests/community concerns, as requested.*
- *Attendance at monitorings, site visits, Commission and community meetings; and preparation of responses to any public requests or concerns.*
- *Prepare RFP for partners of developers and engineers.*
- *Monitor and provide technical assistance through selection of partners, developers, and engineers*



## Financial Responsibility

We understand the most critical aspect of successfully implementing a grant-funded program is ALWAYS being able to follow the money! Guardian professionals have worked throughout the state of Florida, on hundreds of publicly funded projects using **every major federal and state funding source, including, CDBG, USDA, FDEP, EDA, TIF, CHWIP, SRF, 108 loans, NSP, HOME, SHIP, FEMA Disaster Prevention (mitigation, preparedness, and recovery), Water Management District funding and private funds.** Of equal importance is Guardian's unique team expertise in **layering multiple funding sources**, which decreases the cost of programs to the local community.



## Location and On-Site Capability

At Guardian, we feel providing the **maximum accessibility** and **on-site capability** is critical to the successful management and completion of a project. Because our team members live locally to our clients and work remotely, they many times work outside normal office hours and make every effort to respond to your calls or requests within 24 hours. Allowing our team to be completely mobile means we can go where the project needs attention, as well as interface regularly with the client.

The office is staffed with full-time office professionals that provide support to our clients and to our other team members. The office is equipped with all the major technology equipment, including scanners, copiers, computers, servers, and more.



## Our Team!

Each professional team member assigned to your projects:

- Holds a post-secondary degree or professional license.
- Years of experience working in the public sector yielding unique insight into knowing the level of **quality, customer service & performance** expected from our clients.
- Is dedicated to the success of all our clients' projects.

*Ready to Proceed and Ready to Serve!*

All Guardian team members are technically connected to serve our clients in the field with:

- Fully equipped laptops and **wireless broadband internet** access in addition to the full suite of Office products and other standard software,
- **Encrypted flash drives** for client privacy and protection, a cellular phone, limited office supplies, and where needed portable printers.
- Access to Guardian's **backup servers** to ensure all documentation is maintained in accordance with all public records requirements.
- **Toll free phone number** accessible to not only Guardian clients but to all individuals, contractors and vendors that may be requesting assistance through the local governments and or agencies.



## GUARDIAN EXPERIENCE/REFERENCE

The Guardian team understands that providing **good communication, maximum accessibility** and **on-site capability** is critical to the successful management and completion of a project. Many of our team members live locally to our clients. They work outside normal office hours and make every effort to respond to your phone calls, emails, text and/or fax requests within one business day or sooner. Please see below a selected list of clients, including contact information, services provided, performance period and total amount of contract.

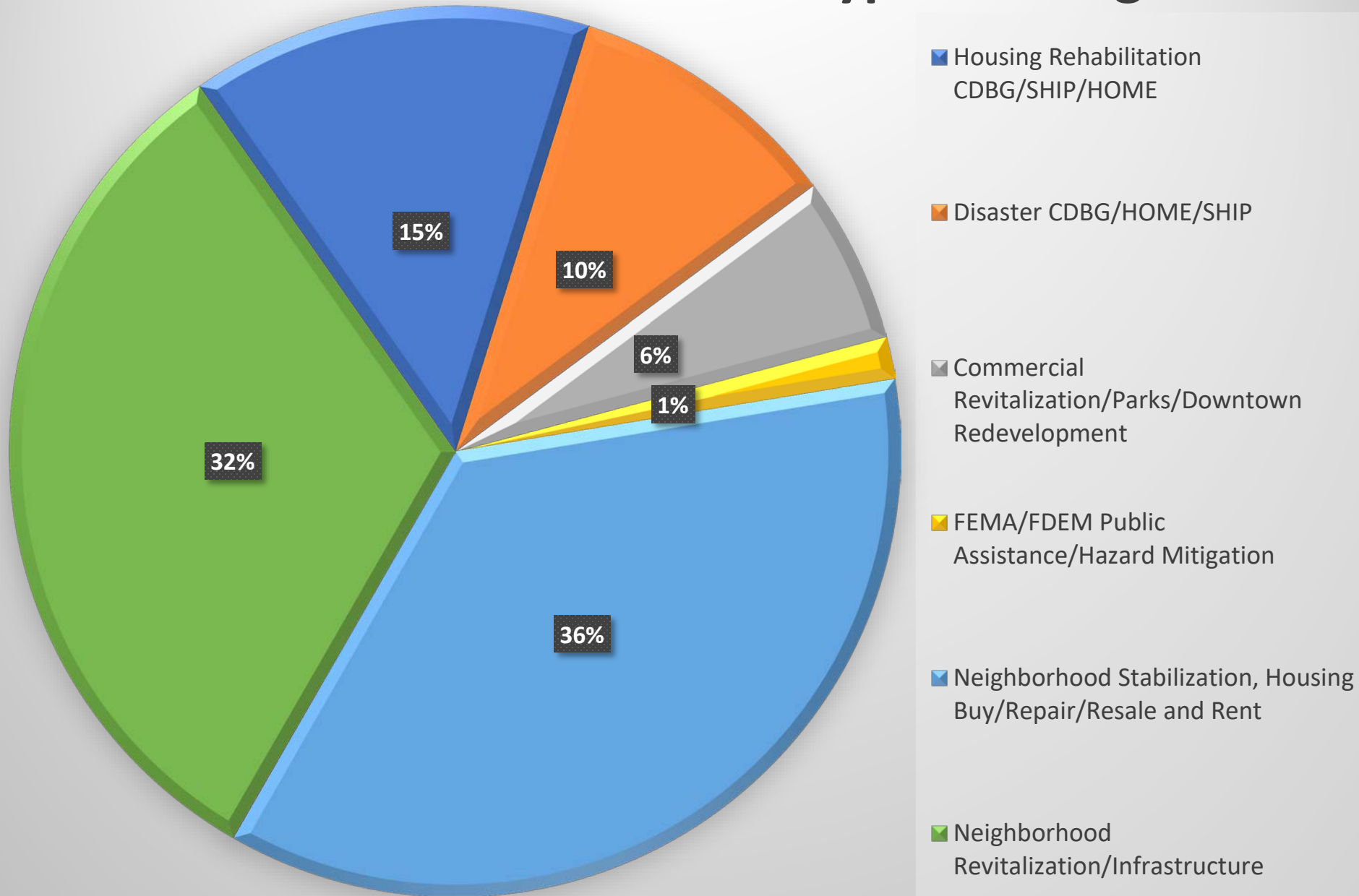
Local Government	Fund Year	Type of Grants	Funded Amount	Scope
Hendry County Sabrina M. Gadson Housing and Social Services (863) 675-5297 <a href="mailto:Sabrina.gadson@hendryfla.net">Sabrina.gadson@hendryfla.net</a>	2015-2016  2016-2016	<b>CDBG-HR</b>  <b>SHIP Program Management</b>  <b>Miscellaneous Grant Services</b>  <b>(SHIP/CDBG Section 8)</b>	\$750,000  \$350,000/year  \$20,000	Grant Writing Services, Grant/Loan Program Administrative Services.  The Guardian team provided CDBG grant writing services and is currently providing grant administration.  Work is ongoing for the FHFC SHIP for program administration services to assist the County with their Housing Rehabilitation and Down Payment SHIP program, and Section 8 inspections.
Highlands County Robert Diefendorf, Jr. County Engineer <a href="mailto:rdiefen@hcbcc.org">rdiefen@hcbcc.org</a>	2014-2017	<b>CDBG-NR</b>	\$750,000	Project is for neighborhood water line replacement.  The Guardian team provided grant writing will be providing program management, project delivery services. The Guardian team will also provide construction observation, Davis Bacon and financial management.

Local Government	Fund Year	Type of Grants	Funded Amount	Scope
Hillsborough County Sabine Von Aulock Planning & Reporting Principal Planner (813) 274-6649 <a href="mailto:vonaulocks@HillsboroughCounty.ORG">vonaulocks@HillsboroughCounty.ORG</a>	2015-2016	<b>CDBG, ESG, HOME/DRCDBG/NSP</b>	Entitlement Community  Per Task Order  Approximately \$8,000,000 per year	Guardian has been contracted by Hillsborough County Affordable Housing Services to complete needed HUD compliant environmental reviews at various levels of housing and community development strategies. All HUD programs: CDBG, HOME, ESG.
Hernando County Ms. Veda Ramirez, Health & Human Services Manager, (352) 540-4338 <a href="mailto:vramirez@hernandocounty.us">vramirez@hernandocounty.us</a>	2017-2019	<b>CDBG-HR</b>	\$750,000, layered with County SHIP funds of \$50,000	Project provides housing rehab and or replacement of LMI & VLI occupied homes.  The Guardian team is providing program management, housing rehab delivery services and financial layering expertise. The Guardian team provides applicant & construction mgmt., including intake, evaluation, contractor bidding, selection, performance Inspections and construction administration.
Tammy Harris- Housing Services Director, 2804 W Marc Knighton Ct., Lecanto, FL 34461 (352) 527-7528 <a href="mailto:Tammy.Harris@citrusbocc.com">Tammy.Harris@citrusbocc.com</a>	2015-2017	<b>CDBG-HR/SHIP</b>	\$800,000	Project provides housing rehab and or replacement of LMI & VLI occupied homes. The Guardian team is providing program management, housing rehab delivery services and financial layering expertise. The Guardian team provides applicant & construction mgmt., including intake, evaluation, contractor bidding, selection, performance Inspections and construction administration.
Town of Lake Placid  Phil Williams Town Administrator (863) 699-3747 <a href="mailto:Pwilliams.townoflakeplacid@gmail.com">Pwilliams.townoflakeplacid@gmail.com</a>	2017-2018	<b>CDBG-NR</b>	\$750,000	New sewer mains in south quarter LMI community.

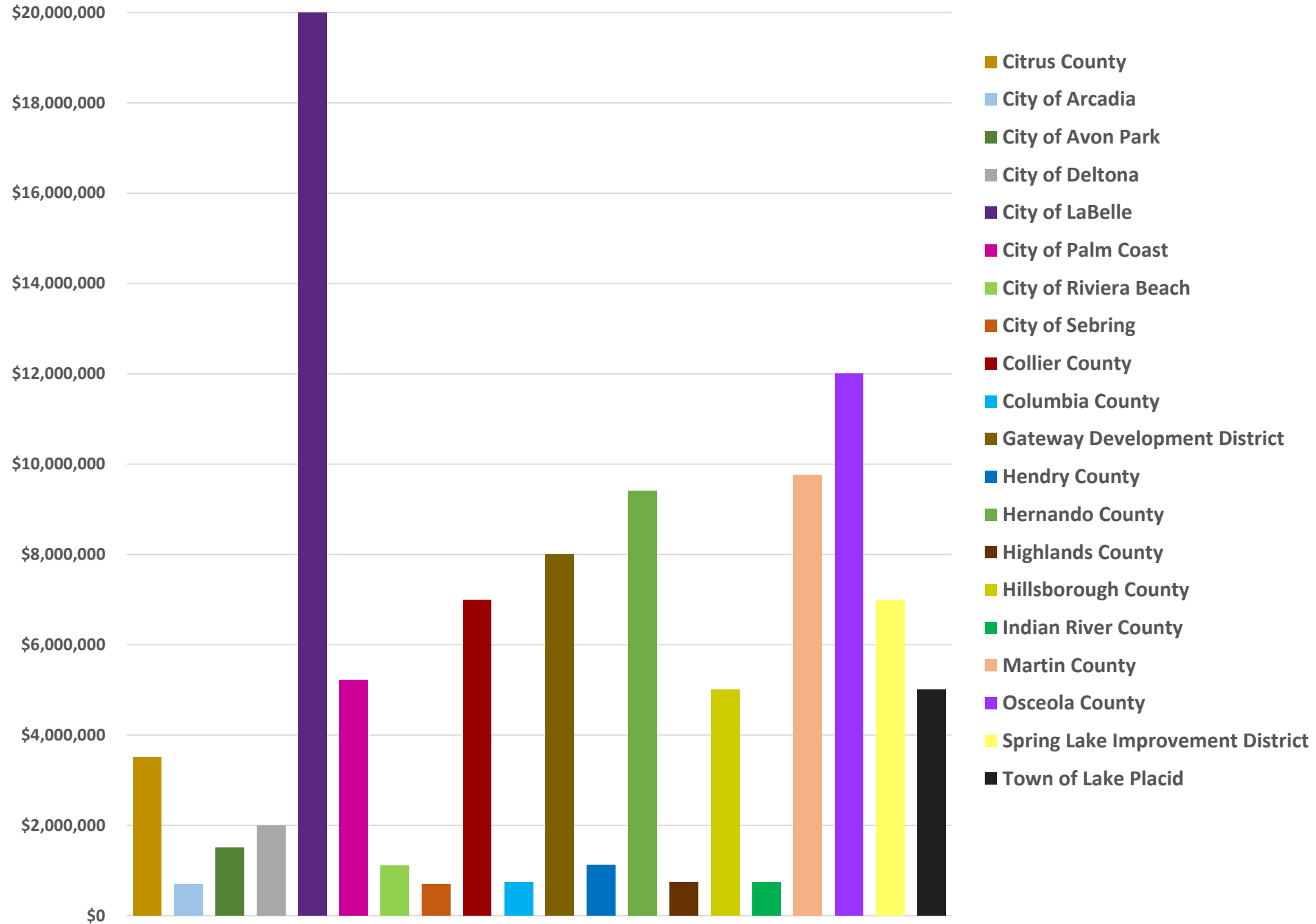
Local Government	Fund Year	Type of Grants	Funded Amount	Scope
Columbia County David Kraus Risk Manager (386) 623-6320 David_Kraus@columbiaco untyfla.com	2017-2019	<b>CDBG NR</b>	\$750,000.00	Project is for the installation of water lines to connect to the City water system and road pavement. Guardian will perform administration services, environmental review services, project oversight and financial management for the grant.
Martin County Dawn Cobb Housing Program Coordinator (772) 228-5456 <a href="mailto:dcobb@martin.fl.us">dcobb@martin.fl.us</a>	2011-2014        2017-2019	<b>HUD – NSP3</b>        <b>CDBG-HR</b>	\$3,200,000 will be invested through NSP3 and partner layering.        \$750,000	The Guardian team members provided grant writing, planning, financial layering, and program management expertise; includes procedures, RFQs, training, ENVRR, reporting and compliance monitoring and needs assessments, bidding and inspections are included.        Project provides housing rehab and or replacement of owner occupied homes. The Guardian team provided grant writing and is providing program management, housing rehab delivery services applicant & construction mgmt., including intake, evaluation, contractor bidding, selection, performance inspections and construction administration.
Collier County  Kristi Sonntag, Manager Community & Human Srv. 3339 Tamiami Trail E. # 211 Naples, FL 34112-5361 239-252-2273 (office) 239-252-6396 (fax) kristisonntag@colliergov.net	2009-2017  (current contract extends thru March 2018, on as-need basis by task order)	<b>Tax Increment Financing (TIF), TIF, DRI, HOME, CDBG, ESG, NSP, and local County Funds.</b> (in progress, by Task Orders and projects)	Over \$2,000,000 annual	Guardian is under contract to conduct ongoing Environmental Reviews for various other County projects, provide technical assistance and other grant policy/procedures manuals.        Guardian was awarded additional work orders for: conducting program assessment & developing a policy/procedure manual of the DRI/DREF Program, Grant cross-cutting policy/procedures manual for federal grant requirements and environmental reviews of the County’s capital projects.



# Grant Types Managed



# FUNDING PER CLIENT



**SECTION D:  
QUALIFICATIONS**





## KEY TEAM MEMBERS, ROLES AND QUALIFICATIONS



The Guardian team brings to your community extensive experience in the Planning and Program Administration of Federal and State funded grant and loan-funded programs. The Team we have selected in this proposal has the most extensive amount of CDBG experience and expertise, especially when it comes to representing the County and working with low to moderate income populations. When you engage the Guardian team, we commit to being on site with you as often as is required. We understand the importance of face to face time, and we take it very seriously. Key industry professionals own and manage the business as well as serve your projects directly.

<p><b>Christine Alday, President/CEO</b></p>	<p><b>Will provide overall project financial tracking &amp; review, oversight and controls for funding, &amp; contract review. TA for audit readiness and responses.</b></p>	<ul style="list-style-type: none"> <li>• <b>Over 17 years of audit, accounting, and financial management experience</b></li> <li>• <b>13 years of grants consulting and program administration experience</b></li> <li>• <b>7 declared disasters</b></li> <li>• <b>Neighborhood Stabilization Program expert</b></li> </ul>
<p><b>Corbett Alday, Vice President/COO</b></p>	<p><b>Will be the lead contact, providing decades of experience in research, appl, implementation &amp; administration of federal and state programs.</b></p>	<ul style="list-style-type: none"> <li>• <b>25 years of grants consulting and program administration experience</b></li> <li>• <b>Creative leveraging expertise</b></li> <li>• <b>Engineering background</b></li> <li>• <b>ENVRR Specialist</b></li> <li>• <b>FEMA Grants Portal</b></li> <li>• <b>Utility Financing</b></li> <li>• <b>7 Disaster recovery events</b></li> <li>• <b>Economic Development expert</b></li> </ul>
<p><b>Don Ridley, Licensed Building Inspector Director of Construction Administration</b></p>	<p><b>Will provide technical assistance in relation to all construction programs and monitoring/quality control.</b></p>	<ul style="list-style-type: none"> <li>• <b>40 years of construction oversight experience</b></li> <li>• <b>10 major disaster events</b></li> <li>• <b>100+ infrastructure jobs</b></li> <li>• <b>4,000+ housing units</b></li> <li>• <b>New water and wastewater systems</b></li> </ul>

<p><b>Antonio Jenkins, Project Manager/Housing Specialist</b></p>	<p><b>Will provide project delivery services; including community meetings, technical assistance, work write up, construction oversight/inspection.</b></p>	<ul style="list-style-type: none"> <li>• <b>10+ years of extensive operations/project experience</b></li> <li>• <b>2,000+ housing units</b></li> <li>• <b>Well versed in building standards</b></li> <li>• <b>Oversees CDBG/SHIP/NSP housing rehab/new construction projects</b></li> </ul>
<p><b>Velvet Burris, Grant Administrator</b></p>	<p><b>Maintains records, prepare orientation materials, review HR applications, performs intake &amp; eligibility determination, project coordination, contract preparation, &amp; conduct on-site file maintenance.</b></p>	<ul style="list-style-type: none"> <li>• <b>7+ years of experience with state and federal grants; 4 declared disasters</b></li> <li>• <b>100% compliance record of client and administrative files/records</b></li> <li>• <b>Eligibility determination</b></li> <li>• <b>ENVRR Specialist</b></li> <li>• <b>Davis Bacon Compliance</b></li> <li>• <b>SHIP/CDBG case qualification specialist</b></li> <li>• <b>Over 2,000 cases screened</b></li> </ul>
<p><b>Jean Rags, Project Coordinator</b></p>	<p><b>Will provide review of grant application and grant requirements, in addition to reporting requirements. Policies/procedures review and TA with compliance.</b></p>	<ul style="list-style-type: none"> <li>• <b>15+ years of experience with state and federal grants</b></li> <li>• <b>Former Assistant County Administrator, real estate professional, HHS Director</b></li> <li>• <b>Implement/manage CDBG &amp; NSP housing projects in local government</b></li> </ul>
<p><b>Gayle Brett, Program Specialist</b></p>	<p><b>Will provide grant research &amp; prep, state government expertise &amp; insight, review grant docs. Will provide TA on real estate transactions and closings.</b></p>	<ul style="list-style-type: none"> <li>• <b>26+yrs working for FDEO &amp; FDEP</b></li> <li>• <b>Years of experience in buying, selling/managing real estate transactions for the State, counties, cities &amp; private sector</b></li> </ul>



## Christine Alday, President and CEO

Ms. Alday is the owner and President of Guardian Community Resource Management, Inc. She has been working with grants and loan-funded programs since 2005. Her prior experience was working for a private Fortune 500 company as an Accountant and Auditor. Christine has “hands on” financial management experience with federal, state, local and private funding sources. Christine Alday has extensive experience with funding-agency contracts and managing and tracking all manner of grants and loan-funded project dollars and is responsible for the overall financial management of each project. Versed in HUD and DEO online reporting, request for funds, and grant accounting standards.

### Education/Certificates

Masters - Accountancy,  
Univ. of S. Florida  
BA, Accounting,  
Univ. of S. Florida

### Professional Assoc.

President, West Central  
Florida Chapter, Grant Prof.  
Association  
Woman of the Year 2012-  
2013 by National Assoc. of  
Prof. Women  
Fl. League of Cities  
Fl. Assoc. of Counties  
Fl. Comm. Dev. Assoc.  
Fl. Green Bldg. Coalition  
Amer. Women's Bus. Assoc.  
Lakeland Chapter

### Training

NSP, CDBG, SHIP, HOME,  
USDA, HUD and FDEO  
Wrkshp/Webinars  
OIG fraud training  
CDBG Rule Hearings, Appl.  
& Imple. Wrkshops  
Florida in the Sunshine and  
Ethics Seminar

### CDBG Projects

Hernando, Lake Placid,  
City Arcadia, Avon Park,  
Palm Coast, Citrus, Indian  
River, Martin County,  
Hendry County, Spring Lake  
Improvement District,  
Gateway District, City of  
Deltona

## Professional highlights and duties:

Ms. Alday develops financial tracking for all grants and loan-funded federal and state projects and ensures accurate financial management. She has over seventeen (17) years of audit, accounting, and financial management experience, and over twelve (12) years of grants consulting and program administration experience. She is responsible for contract management, monitoring preparation and managing client relations.

**She is an expert in accounting, audit, and online reporting systems. She is an expert in NSP.**

**She has worked on housing and infrastructure projects totaling more than \$200,000,000 in funding from myriad sources.**

For our publicly funded projects, she:

- Creates a duplicate project budget and reconciles it regularly with the local government and the funding agency.
- Reviews budgets and financial plans for accuracy and appropriateness.
- Coordinates with client auditors on financial questions related to the grants.
- Conducts a review of all grant close-out packages and provides a balance of project budgets prior to closeout.
- Reviews client procedures/policies as needed, including substantive tests of internal controls, & evaluate internal methodology.
- Technical assistance with online reporting and audit preparation
- Expert in dealing with special appropriation rules with the NSP program



## Corbett Alday III, Vice President/COO

Mr. Alday's career in public funded projects began over twenty-five (25) years ago with the Florida Small Cities Community Development Block Grant (CDBG) and many other state and Federal programs. He has experience with hundreds of infrastructure projects and disaster recovery for 7 declared events. He is the lead Project Administrator for all our projects.

During his career, he has continued his work with Small Cities CDBG, adding work experience in a vast array of public funding sources. These include: Special Appropriation Disaster Recovery CDBG, Entitlement, HMGP, SHIP, USDA, SRF, FDEP, FDOT, OTTED, EDA, EPA, SWFMD, SRWMD, STAG, Historic Preservation, Section 108 CDBG, FRDAP, FEMA, HUD, SBA, HHRP, FHFC, NSP, and many others for one-half billion dollars in public projects.

### Professional highlights and duties:

#### Education/Certificates

Bachelor's Degree in Engineering, Fl. State Univ.  
AA in Drafting Technology

#### Professional Assoc.

Florida League of Cities  
Florida Assoc. of Counties  
Lake County League Cities  
Florida Comm. Development Association  
Florida Green Bldg. Coal.  
Grant Professionals Association

#### Training

NSP, CDBG, SHIP, HOME, USDA, HUD, FDEO Wrkshp & Webinar  
Green Bldg. Training Ser.  
HUD/ENVRR/RROF tr.  
Storm Water Utility Rate, Planning, Utility Develop. & Fin. Courses  
FEMA HMGP/FMGP TS  
CDBG Rule Hearings, Appl. & Impl Wkshops, CDBG Sect 108 Wkshop.  
Florida Sunshine/Ethics  
GIS for Comm. Dev Prof.

#### CDBG Projects

Town Lake Placid, Hendry County, Avon Park, Palm Coast, Labelle, Collier, Hernando, Citrus, Indian River, Martin County, Spring Lake Improvement District, Gateway, City of Deltona, City of Palmetto; others

Mr. Alday is the leading expert in the State in the area of creative layering – the linking of multiple funding sources. For hundreds of projects, he has helped communities match sound technical solutions with the special restrictions of grant-loan programs.

**Mr. Alday has experience working in over fifty (50) communities in excess of twenty (20) different sources of funding totaling more than \$500 million!**

**He is an expert in Disaster Recovery, Economic Development, Affordable Housing and Community Redevelopment.**

Mr. Alday has extensive project management experience from grant writing to implementation to close out. He has successfully implemented HUD's Environmental Review Record (ENVRR) requirements on numerous projects.

For our publicly funded projects, he:

- Conducts grant-loan funding research and performs site investigations & preliminary scoring to determine community needs and grant funding feasibility.
- Develops leveraging recommendations and preliminary applications activities.
- Participates in and oversees bid and construction Management
- Manages the environmental review processes consistent with NEPA requirements.
- Technical assistance with planning and managing complex funding projects
- Represents clients in public hearings, developer meetings, and audits.
- Develops financial tracking for leverage.



## Donald M. Ridley, Construction Manager

Mr. Ridley brings over forty (40) years of construction and construction oversight experience to our team including ten (10) major disaster events. Mr. Ridley is experienced in FEMA and CDBG disaster recovery programs, including all forms, policies and procedures related to disaster events i.e. Public Assistance worksheets and HMGP. He is a licensed building official.

He is a recognized construction professional in Florida with a wide range of relevant experience: site development, housing, utilities, water and sewer plants, power plants, earthwork, foundations, concrete, masonry, steel, welding, painting and roadway construction. Don provides technical assistance to all construction development projects including housing rehabilitation, multifamily construction, disaster recovery, and public works.

### Professional highlights and duties:

Mr. Ridley is well versed in permit, political and grants regulatory issues and understands the special restrictions of public grant-loan funded projects. Mr. Ridley is highly experienced in construction plans review, time management and cost control.

**In addition, Mr. Ridley has worked with more than one-third of the Florida counties and municipalities as well as many leading engineering and construction firms. He has extensive experience with post-disaster redevelopment issues and has managed and inspected development projects for housing, streets, water and sewer works totaling over \$300,000,000.**

For our publicly funded projects, he:

- Conducts site inspections & investigations, field verification of quantities and adherence to project specifications.
- Conducts on-site compliance monitoring, for regulations related to Davis Bacon, Section 3, Copeland "Anti-kickback" Act, W/MBE and others.
- Participates in project development and implementation; oversight in bid and construction management, and review of environmental issues.
- Technical assistance in project planning and inspections, as well as change orders and troubleshooting.
- Expert in all levels and kinds of inspections for quality control.
- Expert in Florida Building Code and other prevailing codes.

#### Education/Certificates

Business Education from Jones Business College  
State Licensed Standard Inspector, BN-0001431  
Certified SBCCI Housing Rehabilitation  
Certified SBCCI Bldg.  
ACI, NICET, FI DBPR Lic  
ICC and BOCAI Inspector

#### Professional Assoc.

Florida League of Cities  
Florida Assoc. of Counties  
Lake County Lg. of Cities  
FL Comm. Develp. Assoc.  
Osceola Grants Res. Network  
International Code Council

#### Training

FDEO NSP TA Training  
HUD ENVRR & RROF Tr.  
US HUD Envrr. Review Proc.  
My Safe Fl. Home Inspector  
FL Bldg. Code Advanced - Building Structural Summary  
Inter Codes 2: Occp & Loads  
FL Building Code Advd.  
Resid-Floors, Walls/Roofs  
FL Building Code Advd.-IEQ  
ADA Guidelines: Access. Rt.

#### CDBG Projects

Hernando, City Arcadia,  
Avon Park, Labelle, Palm Coast, Indian River, Osceola County, others





## Antonio Jenkins, Project Manager

Mr. Jenkins has over ten (10) years of extensive operations and project coordination experience and is well versed in the latest building standards and codes. Before that, he was a case worker in juvenile justice. He has worked as H.R.S. on thousands of housing units.

Antonio manages the construction administration and resident project representation for our housing and land development programs, including CDBG, NSP, SHIP, HOME, and others. Mr. Jenkins has an extensive background in social and operations management which enables him to provide excellent client customer service and serves as an invaluable asset in the-field and when face-to-face time is required with clients.

### Professional highlights and duties:

Mr. Jenkins' primary duties include project delivery services and construction oversight, including single family homeownership and multi-family homeownership & rental for NSP and for CDBG implementation, in addition to oversight of construction bidding, contractor vetting and program management.

**An expert in Davis-Bacon, URA, and all cross cutting requirements. He has worked on thousands of affordable housing units and 4 major hurricane disasters.**

Mr. Jenkins is currently overseeing the construction and / or rehabilitation of 150+ multi and single family housing units and the construction oversight of various other grant funded infrastructure projects.

For our publicly funded projects, he:

- Conducts orientation sessions for homeowners, contractors and vendors.
- Conducts home inspections for eligibility.
- Reviews/recommends changes to local HAP.
- Conducts HUD Tier 2 Environmental Reviews.
- Reviews mortgage & construction contracts for grant compliance.
- Conducts monitoring of single/ multi-family rental construction.
- Conducts & provides inspections, work-write-ups, bid documents, NTB, and NTP.
- Represents client at public workshops & meetings.
- Creates/tracks project constr. budget; reviews, monitors, approves construction and contractor pay authorizations.

#### Education/Certificates

Bachelor's Degree in Political Science,  
Valdosta State University  
Certified Inspector My Safe Florida Home  
Florida Green Home Designation Certification

#### Professional Assoc.

Florida League of Cities  
Florida Assoc. of Counties  
Lake County Lg. of Cities  
FL Comm. Develop. Assoc.  
Florida Green Bldg. Coalition

#### Training

NSP / CDBG / SHIP / HOME / USDA / HUD / FDEO  
Workshops and Webinars  
Lake & Volusia County 2011 Annual Green Symposium  
HUD Section 3 training  
Issues/Challenges of Owner Occupied Rehab  
FDEO NSP TA Training  
HUD ENVRR & RROF Tr.  
Green Building Tr. Series  
CDBG Rule Hearings, Appl / Impl. Wkshops  
U.S. HUD Envrr. Review Pro.  
My Safe FL Home Inspector

#### CDBG Projects

Town Lake Placid, City Arcadia, Avon Park, Palm Coast, Hendry County, Labelle, Citrus, Hernando, Indian River, Martin, Collier, Osceola County, others



## Velvet Burris, Grant Administrator

Ms. Burris is responsible for reviewing and managing the files of individual and household applicants: homeowners, homebuyers, renters, and anyone else applying for grant or loan funded financial assistance. Additionally, she is responsible for electronic file maintenance of all grant documents and client records and files. Vel reviews requests from vendors for reimbursement for compliance with applicable grant rules and regulations, agency reporting, contract drafting and assists with the environmental review process. She has worked with a variety of programs and their varied requirements for qualifying individuals and households, including CDBG, NSP, SHIP, HOME, and others for seven (7) years.

### Professional highlights and duties:

#### Education/Certificates

Associate's Degree in Human Services

#### Professional Assoc.

Florida Notary  
Florida Community Development Association  
Florida Green Bldg. Coalition

#### Training

NSP / CDBG / SHIP / HOME / USDA / HUD / and FDEO workshops/webinars  
NSP TA Training  
HUD ENVRR & RROF Training  
CDBG Rule Hearings, Application & Implementation Workshops  
U.S. HUD ENVRR Review Procedures  
SHIP Intake Training

#### CDBG Projects

Town Lake Placid, Arcadia, Avon Park, Palm Coast, Hendry County, Labelle, Citrus, Hernando, Indian River, Martin, Collier, Osceola County, Hillsborough County, City of Palmetto, Highlands, others

Ms. Burris is responsible for the review of hundreds of individual and household applications for funding housing assistance, and surveys for LMI determination. She also works closely with our clients to determine applicant eligibility.

She provides support and assistance to all team members on a daily basis, and manages all administrative needs to maintain an efficiently running office. She manages Guardian's secure server to ensure our records are meticulously maintained and in compliance with Florida Sunshine Laws for Public Records.

#### **She is an expert at HUD environmental reviews and case management, handling thousands of files.**

For our publicly funded projects, she:

- Assists with tracking project statistics and applicant demographic information.
- Vets vendors and contractors for eligibility to participate in grant and loan funded programs.
- Reviews individual/household applications to determine eligibility.
- Reviews requests for reimbursement / payment to vendors for grant eligibility.
- Assists with all regular grant reporting, based on applicable grant requirements, including Fair Housing, Civil Rights, and MBE & Section 3 reports.
- Reviews client grant administrative files on site to ensure those files are complete and audit-ready.
- Develops HUD/NEPA environmental reviews.



## Jean Rags, Project Coordinator

Ms. Rags has over twenty-four (24) years of experience in public service. Ms. Rags successfully implemented and managed in excess of \$15 million dollars through Community Development Block Grant (CDBG) projects for seven (7) Housing Rehabilitation and Economic Development projects and the application and implementation of County Neighborhood Stabilization (NSP1 and NSP3) Grant Programs from 1999-2012.

Jean conducts grant research and funding resource analysis, drafts local policies and procedures for our clients to meet funder requirements, and reviews / edits contracts and grant related advertisements, memos and documents. Jean also provides marketing and proposal responses on behalf of Guardian.

### Professional highlights and duties:

**Prior to joining Guardian in 2012, Ms. Rags was the Director for Community Development in Hernando County, where she was responsible for the oversight and management of numerous County departments and CDBG programs with an overall budget of \$15 million.**

For our publicly funded projects, she:

- Reviews & edits all contracts, policies, amendments & grant documents, prior to submission.
- Conducts needs analysis, grant research and prepares draft application writing.
- Markets and develops proposals in response to open RFP, RFQ, and RFI's.
- Provides attendance and representation as needed at client offices, public meetings.
- Provides development and review of grant management policies and procedures.
- Develops grant required documents, (e.g. Housing Assist. Plans, policies & procedures.
- Reviews/edits drafts of required agency reports: MSR, MBE, Section 3, quarterly status reports & other grant related reports.
- Assist in monthly client billing review, calculations and invoicing.

#### Education/Certificates

Bachelor of Arts, Major in Human Services, Minor in Social Services,  
St. Leo College  
Associate of Arts, Pasco-Hernando State College  
NIMS Series ICS100B, ICS200B, ICS007A  
Certifications

#### Professional Assoc.

Florida Association of Counties Human Service Administrators (FACHSA)  
Past President  
Early Learning Coalition of Pasco & Hernando Counties, Inc. (Board Member)  
Notary Public, State of FL

#### Training

NSP3 HUD Workshop  
FDEO NSP1 TA Training  
FDEO e-CDBG training  
NSP Implement. Workshop  
CDBG Rule Hearings, Application/ Implementation Workshops  
FDEO DRGR Webinar Tr.  
NSP Workshops/Webinars  
FHC Annual Statewide Affordable Housing Conference

#### CDBG Projects

Town Lake Placid, City Avon Park, Palm Coast, Indian River, Martin, Osceola, Collier County



## Gayle Brett, Program Specialist

Ms. Brett has twenty-five ( 25+) years of experience with buying, selling and managing real estate both in the private sector and also for the State of Florida in various state and federal programs. Previously, she worked for Florida Department of Economic Opportunity (FDEO) in the Housing and Community Development Section with the NSP & CDBG programs and also in Florida Communities Trust (FCT), a land buying program that received \$66 million per year to assist cities and counties in purchasing property, negotiating, contracting and closing as needed.

Ms. Brett has six (6) years of employment in private sector real estate, and previously held both a Real Estate Sales Associate and Broker license. Ms. Brett is responsible for providing program administration for NSP1, NSP3, CDBG & SHIP programs in various Counties including Osceola, Martin, Flagler, Putnam, Hernando and others.

### Education/Certificates

Davis Productivity Award as part of the team that implemented State of Florida's NSP 1 award

### Professional Assoc.

Tallahassee Board of Realtors ® (former member)  
Natl. Assoc. of Realtors ® (former member)  
National Right of Way Assoc. (former member)

### Training

SHIP Prog. Admin. Webinar  
HUD Prog Income & NSP Admin. Strategies HUD NSP Closeout Webinar  
Annual CDBG Tr. Workshop  
NSP 3 Appl/ Impl. Workshop  
HUD Tr. Web-NSP1 & 3  
HUD Fair Housing Training  
National Right-of-Way Assoc: Leadership Skills for Real Property Prof Intro.to Prop. Mgmt., Real Prop. Asset Mgmt./Surv  
Fl. Real Estate Assoc. & Broker Licensing (not lic.)  
FDEO e-CDBG Webinar  
HUD DRGR Stand Reports Webinar Conference

### CDBG Projects

City Palm Coast; Indian River, Martin, Hendry, Osceola County

## Professional highlights and duties:

**Prior to joining Guardian in 2012, Ms. Brett worked with FDEO's Housing and Community Development department in the oversight and implementation of the state's NSP Program.**

**She also worked with the FDEP; Division of State Lands, in the Conservation and Recreation Lands Program, Preservation 2000 and Florida Forever Programs.**

Ms. Brett's career has been built on good communication skills and bringing her real estate expertise into streamlining the state government land buying, selling and management practices.

For our publicly funded projects, she:

- Reviews and edits all real estate contracts, appraisals, title insurance commitments/policies, closing statements, documents and mortgages.
- Communicates with real estate agents, brokers, banks and appraisers to better assist our clients in maintaining grant compliance.
- Attends public meetings/hearings and conducts grant compliance monitoring.
- Develops grant required documents.
- Reviews/edits drafts of required agency reports: MSR, MBE, Section 3, quarterly status reports and other grant related reports.



**SECTION E:  
REFERENCES**

**PROFESSIONAL CLIENT REFERENCES**

<b>ACTIVE &amp; RECENTLY CLOSED PROJECTS</b>		
<p>Danicka Ransom Housing Manager (407) 742-8418 (407) 742-8431 FAX Osceola County 330 N Beaumont Ave Kissimmee, FL 34741 <a href="mailto:dran@osceola.org">dran@osceola.org</a></p> <p>NSP1, NSP 3, CDBG-HR, SHIP</p>	<p>Bill Schutt Senior Economic Development Planner (772) 226-1243 Indian River County BOCC 1801 27th Street Vero Beach, FL 32960 <a href="mailto:bschutt@ircgov.com">bschutt@ircgov.com</a></p> <p>Research, application, admin. for: CDBG-NR, and SHIP</p>	<p>Joe Barber Utilities Director (863) 699-3747 Town of Lake Placid 311 W. Interlake Blvd. Lake Placid, FL <a href="mailto:LPUtilities@mylakeplacid.org">LPUtilities@mylakeplacid.org</a></p> <p>CDBG-NR and FEMA</p>
<p>Joe DeCerbo District Manager (863) 655-1715 (863) 655-4430 FAX</p> <p>Spring Lake Improvement Dist. 115 Spring Lake Blvd. Sebring, FL 33876 <a href="mailto:jdecerbo@springlakefl.com">jdecerbo@springlakefl.com</a></p> <p>FDEP 319, SRF Funds, Legislative Appropriate Request</p>	<p>Sabine Von Aulock Planning &amp; Reporting, Principal Planner (813) 274-6649</p> <p>Hillsborough County Affordable Housing Services Department 601 E. Kennedy Blvd., 24<sup>th</sup> Floor Tampa, FL 33602 <a href="mailto:vonaulocks@hcflgov.net">vonaulocks@hcflgov.net</a></p> <p>CDBG, ESG, HOME environmental reviews</p>	<p>Tammy Harris Housing Services Director, (352) 527-7528</p> <p>Citrus County 2804 W Marc Knighton Ct., Lecanto, FL 34461 <a href="mailto:Tammy.Harris@citrusbocc.com">Tammy.Harris@citrusbocc.com</a></p> <p>CDBG-HR</p>
<p>Savitri Latchmansingh Interim City Manager (863) 452-4433</p> <p>City of Avon Park 110 E Main St Avon Park, FL 33825 <a href="mailto:slatchmansingh@avonpark.cc">slatchmansingh@avonpark.cc</a></p> <p>CDBG-CR, HR</p>	<p>Dawn Cobb Housing Coordinator (772)-288-5497</p> <p>Martin County 435 SE Flagler Ave. Stuart, FL 34996 <a href="mailto:dcobb@martin.fl.us">dcobb@martin.fl.us</a></p> <p>NSP1, NSP3, SHIP admin and project delivery (ongoing)</p>	<p>Mary Jo Wilson Deputy City Clerk OR Michael Boyle, Superintendent Public Works (863) 675-2872 (863) 675-7271 FAX</p> <p>City of LaBelle- PO Box 458, LaBelle, FL 33975 <a href="mailto:maryjowilson@citylabelle.com">maryjowilson@citylabelle.com</a> <a href="mailto:michaelboyle@citylabelle.com">michaelboyle@citylabelle.com</a></p> <p>CDBG-NR, CDBG-ED,ARRA SRF</p>
<p>Sabrina M. Gadson Housing and Social Services Manager (863) 675-5297</p> <p>Hendry County 133 North Bridge St. LaBelle, FL 33935 <a href="mailto:sabrina.gadson@hendryfla.net">sabrina.gadson@hendryfla.net</a></p> <p>SHIP</p>	<p>Veda Ramirez Health &amp; Human Srv. Mgr, (352) 540-6791</p> <p>Hernando County 20 N. Main Street, Rm.161 Brooksville, FL 34601 <a href="mailto:vramirez@hernandocounty.us">vramirez@hernandocounty.us</a></p> <p>NSP1, NSP3, CDBG-NR</p>	<p>Robert Diefendorf Jr. Engineering Depart. (863) 402-6548</p> <p>Highland County 505 S. Commerce Avenue Sebring, Florida 33870-3869 <a href="mailto:Rdiefend@hcbcc.org">Rdiefend@hcbcc.org</a></p> <p>CDBG-NR</p>

<p>Chris Shoemaker District Manager (239) 561-1313</p> <p>Gateway Services Community Development District 13240 Griffin Dr. Fort Myers, FL 33913</p>	<p>Cheryl Miller Deputy Clerk of Finance (941) 723-4570</p> <p>City of Palmetto 516 8<sup>th</sup> Ave. West Palmetto, FL 34220 <a href="mailto:cmiller@palmettofl.org">cmiller@palmettofl.org</a></p>	<p>Kristi Sonntag Federal/State Grant Manager (239) 252-2486</p> <p>Collier County 2335 Orange Blossom Dr. Naples, FL 34109 <a href="mailto:Kristi.Sonntag@colliercountyfl.gov">Kristi.Sonntag@colliercountyfl.gov</a></p>
<p>Teju Adkisson Grants Accountant (386) 326-7669</p> <p>Putnam County P.O. Box 758 Palatka, FL 32178 <a href="mailto:tejuadkisson@putnam-fl.com">tejuadkisson@putnam-fl.com</a></p>	<p>Frances De Jesus Housing and Community Development Director (407) 518-2156</p> <p>City of Kissimmee 101 Church St., Suite 301 Kissimmee, FL 34741 <a href="mailto:fdejesus@kissimmee.org">fdejesus@kissimmee.org</a></p>	<p>Mike Willingham Airport Director (863) 655-6444</p> <p>Sebring Airport Authority 128 Authority Lane Sebring, FL 33870 <a href="mailto:mike@sebring-airport.com">mike@sebring-airport.com</a></p>

**SECTION F:  
COST**







**PROPOSED FEE AND SCOPE OF SERVICES**  
**CDBG GRANT WRITING AND ADMINISTRATION**

**Grant preparation and application for all CDBG categories:** **(No Charge)**

**Housing Rehabilitation\* (12%) of total award** **\$90,000**

Guardian proposes the following breakdown of Grant Administrative Services for **CDBG Housing Rehabilitation**

<b>BUDGETED PORTION OF BLOCK GRANT AWARD FEE (12%)</b> Based on an estimated grant amount of <b>\$750,000</b>	<b>\$90,000</b>
<b>FDEO AGREEMENT ADMINISTRATION:</b> <ul style="list-style-type: none"> <li>• Representation during site visits and monitoring visits</li> <li>• Oversight of project schedule and compliance</li> <li>• Coordination with other agencies and contracts</li> <li>• Develop and process amendments</li> <li>• Provide regular project status reports</li> <li>• Provide all other necessary technical assistance</li> <li>• Develop project information management &amp; filing system</li> <li>• Develop work plan for project contract document</li> <li>• Oversight of citizen complaint process</li> </ul>	<b>\$22,000</b>
<b>PROJECT DELIVERY SERVICES:</b> <ul style="list-style-type: none"> <li>• Review of project contract document</li> <li>• Review bid documents for compliance</li> <li>• Conduct and attend preconstruction conference</li> <li>• Monitor contractor performance and compliance</li> <li>• Environmental review</li> <li>• Request wage decisions</li> <li>• Review contract documents</li> </ul>	<b>\$26,000</b>
<b>FINANCIAL ADMINISTRATION:</b> <ul style="list-style-type: none"> <li>• Develop project financial management system for receiving/disbursing funds</li> <li>• Supervision of payment authorizations</li> <li>• Maintain project account records</li> <li>• Monitor all project activity to ensure compliance</li> <li>• Develop budget for project contract</li> <li>• Budget tracking</li> <li>• Review change orders for compliance</li> <li>• Review amendments for compliance</li> </ul>	<b>\$24,000</b>
<b>POST-PROJECT ACTIVITIES:</b> <ul style="list-style-type: none"> <li>• Review final change order and pay request</li> <li>• Gather all necessary supporting documents</li> <li>• Prepare documents for administrative/financial close out</li> <li>• Balance final project budget</li> <li>• Review final constr. doc</li> <li>• Final status report</li> </ul>	<b>\$18,000</b>

**Proposed Fee Schedule for Other Grant Administration Services for ongoing public grant, loan or other funding opportunities for FFY2017-2018:**

Standard Rates (for technical assistance, developer agreements, policy review, administration, housing rehab specialist, project delivery, contract management, planning, etc by the hour):

**Hourly Rates for Additional Services, When and If Applicable**

Christine Alday,	Grant Contracts Manager, Principal	\$150/hour
Corbett Alday	Grant Projects Manager, Officer	\$140/hour
Don Ridley	Project Coordinator/Technical Support Specialist	\$125/hour
Antonio Jenkins	Project or Construction Manager	\$125/hour
Velvet Burris	Grants or Program Administrator	\$100/hour
Jean Rags	Grant Writer/Project Coordinator	\$100/hour
Gayle Brett	Grants or Program Specialist	\$100/hour
Jen Contreras	Grants Assistant	\$75/hour

**Typical Fees by Work Order (examples)**

Affordable Housing Finance Proposals	\$25,000
USDA Water/Waste Grant-Loan Applications	\$25,000
SRF Water or Waste Loan or Grant Pre-Application or App	\$15,000
EDA Infrastructure Grant Application	\$25,000
EPA STAG or SPAP Grant Application	\$15,000
Economic Development Transportation Grant Application	\$10,000
Rural Infrastructure Grant Application	\$10,000
FCT Land Acquisition Application	\$25,000
FRDAP Application	\$10,000
Legislative Water Project App/Support	\$7,000
FEMA Grants Portal Application	\$4,000/Project

\*\* Typically does not allow for administration fees; however there are other possible resources to pay Guardian which can be negotiated on a case by case basis.

***'The most valuable assets we have are our references, not our contracts. Take care of our clients and the contracts and invoices will come.'*** -

**J. Corbett Alday, COO, VP**

**PROPOSAL PRICING – RFP 2019036 – Housing Rehabilitation Category  
CDBG Administration Services**

Proposer submits the following price for the work described in this solicitation:

Description	Cost*
Total Project Budget \$750,000	\$ \$90,000

\*A proposed payment breakdown by task will be identified prior to contract award.

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown above all of the services specified in the RFP document, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.

Guardian CRM, Inc.

Name of Firm

*Christine M. Alday*

Authorized Signature

President & CEO

Title

01/23/2019

Date Signed

15000 Citrus Country Dr. Suite 331

Address

Dade City, FL 33523

City, State, Zip Code

( 352 ) 437 - 3902

Phone

Christine.Alday@guardiancrm.com

E-mail



**SECTION G:  
SWORN  
STATEMENT**

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**SWORN STATEMENT UNDER SECTION 105.08, INDIAN RIVER COUNTY CODE, ON DISCLOSURE OF  
RELATIONSHIPS**

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**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement **MUST** be submitted with Bid, Proposal or Contract No. 2019036  
for Housing Rehabilitation CDBG Category Administration Services

2. This sworn statement is submitted by: Guardian Community Resource Management, Inc.  
(Name of entity submitting Statement)

whose business address is:

15000 Citrus Country Dr. Suite 331; Dade City, FL 33523

and its Federal Employer Identification Number (FEIN) is 13-4309252

3. My name is Christine M. Alday  
(Please print name of individual signing)

and my relationship to the entity named above is President & CEO

4. I understand that an "affiliate" as defined in Section 105.08, Indian River County Code, means:

The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity.

5. I understand that the relationship with a County Commissioner or County employee that must be disclosed as follows:

Father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, or grandchild.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the

entity, have any relationships as defined in section 105.08, Indian River County Code, with any County Commissioner or County employee.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents, who are active in management of the entity have the following relationships with a County Commissioner or County employee:

Name of Affiliate or entity	Name of County Commissioner or employee	Relationship
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_____	_____	_____
_____	_____	_____
_____	_____	_____

Christine M. Alday  
(Signature)

01/23/2019

(Date)

STATE OF Florida

COUNTY OF Pasco

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of January, 2019, by Christine Alday, who is personally known to me or who has produced N/A as identification.

NOTARY PUBLIC

SIGN: Jennifer Contreras

PRINT: Jennifer Contreras  
Notary Public, State at large  
My Commission Expires:

(Seal)



**SECTION H:  
CERTIFICATION**



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**CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH  
SCRUTINIZED COMPANIES**

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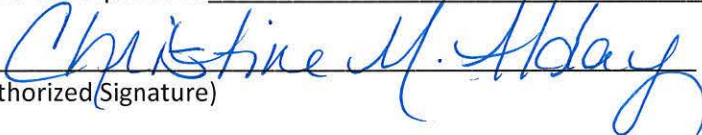
(This form **MUST** be submitted with your response)

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Name of Respondent: Christine M. Alday

By:   
(Authorized Signature)

Title: President & CEO

Date: 01/23/2019



# EXHIBIT C

## FEDERAL PROVISIONS

### 1. Equal Employment Opportunity

During the performance of this Contract, CONSULTANT agrees as follows:

a. CONSULTANT will not discriminate against any employee or applicant for employment because of age, race, sex, national origin, ethnic background, and handicap status. CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the COUNTY setting forth the provisions of this non-discrimination clause.

b. CONSULTANT will, in all solicitation or advertisements for employees placed by or on behalf of CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to age, race, sex, national origin, ethnic background, and handicap status.

c. CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

d. CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60).

e. CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the COUNTY and the Florida or United States Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

f. In the event of CONSULTANT's non-compliance with the equal opportunity clauses of this Contract or with any of such rules, regulations or orders, this Contract may be cancelled, terminated or suspended in whole or in part and CONSULTANT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. CONSULTANT will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONSULTANT will take such action with respect to any subcontract or purchase order as the local governing authority(s) representative may direct as a means of enforcing such provisions including sanction for non-compliance: Provided, however, that in the event

CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the COUNTY, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

**2. Civil Rights Act of 1964**

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**3. Section 109 of the Housing and Community Development Act of 1974**

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Title I of the Housing and Community Development Act.

**4. "Section 3" Compliance in the Provision of Training, Employment, and Business Opportunities**

a. The work to be performed under this Contract is assisted by direct federal assistance from the U.S. Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (24 CFR Part 135), as amended, 12 U.S.C. 170. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

b. The parties to this Contract will comply with the provisions of said Section 3 and regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.

c. CONSULTANT will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants-for employment or training.

d. CONSULTANT will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, CFR Part 135. CONSULTANT will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of this Contract, shall be a condition of the federal financial assistance

provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

**5. Access and Retention to Records**

The COUNTY, the DCA, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records of CONSULTANT which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcriptions. CONSULTANT shall retain all records relating to this Contract for five (5) years after the COUNTY makes final payment and all other pending matters are closed.

## **EXHIBIT D**

### **SECTION 3 AND AFFIRMATIVE ACTION PLAN**

1. CONSULTANT will solicit and evaluate applications for employment in a manner that is non-discriminatory based upon age, race, sex, national origin, ethnic background, and handicap status.
2. When training and/or employment opportunity arises in connection with this project, CONSULTANT will, to the greatest extent feasible, provide maximum opportunity to lower income residents of the project. Employment opportunity will be locally advertised in a manner that will ensure that potentially eligible applicants are 1) made aware of the opportunity, and 2) provided a convenient way to apply for employment.
3. During this project, CONSULTANT will seek to purchase necessary goods and/or services from businesses that are located in, or owned by persons residing in the jurisdiction.
4. CONSULTANT will utilize the Florida lists of minority businesses in filling subcontracting and/or purchasing needs, where applicable.
5. CONSULTANT will include applicable equal opportunity provisions in subcontracts issued in connection with this project.
6. CONSULTANT shall publicize and post this policy in a conspicuous place available to employees and applicants for employment and training, where applicable.
7. CONSULTANT is under no contractual or other disability, which would prevent compliance with this policy.