Community Development Block Grant - Disaster Recovery Hurricane Irma

Monroe County, Florida
Voluntary Home Buyout Program Guidelines

September 16, 2021
# Table of Contents

I. Version History ................................................................. 6
   A. Version Policy .............................................................. 6

II. Definitions .................................................................. 7

III. Introduction ................................................................. 13

IV. Voluntary Home Buyout Program - Program Administration ...... 14
   A. National Objective ......................................................... 14
   B. Application Processing Overview .................................... 14
   C. Financial Management and Quality Assurance ............. 19
      1. Allowable Costs ......................................................... 19
      2. Invoice Payments ..................................................... 19
      3. Program Income Reporting & Tracking ..................... 20
      4. Cost Reasonableness ................................................. 20
   D. Timely Expenditure of Funds ........................................ 20
      1. Contractor Payments ................................................. 21
      2. Tracking Payments .................................................. 21
      3. Slow Performing Projects ......................................... 21
   E. URA Requirements ...................................................... 21
   F. Grant Management Office ............................................ 22
   G. Program Staffing .......................................................... 22
      1. Grant Manager .......................................................... 22
      2. Case Manager .......................................................... 22
      3. Technical Advisors .................................................. 23
   H. Procurement ................................................................ 23
      1. Competition .............................................................. 24
      2. Contracting with Small, Minority, Women Owned Business 24
      3. Section 3 Registered Businesses ................................ 24
   I. Labor Compliance ........................................................ 25
      1. Davis-Bacon and Related Acts (DBRA) Overview .......... 25
      2. Equal Employment Opportunity ................................. 28
      4. Applicability to CDBG-DR Projects ............................ 28
5. Subrecipient Responsibility 29

J. Anti-Fraud and Compliance Policies 29
   1. Vendors 29
   2. Inter-Department Coordination 29

K. Conflict of Interest 30
   1. Remedies and Sanctions 31
   2. Guidance 31

L. Internal Monitoring 31
   1. Internal Controls 32
   2. Internal Auditor 33
   3. Record Management 34

M. Appeals & Complaints 35
   1. Complaint Process 35
   2. Appeals Process 36

N. Compliance Monitoring 38

O. DEO Monitoring 39

P. Performance Reviews and Audits 39

Q. Record Retention 39

R. DEO Reporting 39

S. Affirmative Marketing/Fair Housing 40

V. Voluntary Home Buyout Program Implementation 43
   A. Application Intake Process 43
   B. Eligibility and Priority Criteria for Voluntary Home Buyout Program 43
      1. Federal Eligibility Requirements 43
      2. Applicant Eligibility Requirements 44
      3. National Objective 44
      4. VHBP Scoring 44
      5. Structure Type 45
      6. Property Type 45
      7. Property Requirements 46
      8. Owner Requirements 46
      9. Income Eligibility 47
     10. Authorization for Program to Contact Third Parties 47
C. Verification Process
1. Proof of Ownership
2. Income Verification
3. Identity Verification
4. Primary Residency Verification
5. Disaster Damage Verification

D. Environmental Review

E. URA Implementation
1. URA Purpose
2. Duplication of Payment
3. Identification of Persons to be Displaced
4. Notification to Tenants
5. Notification of Availability of Assistance
6. Application Review
7. Work with Tenants to be Displaced
8. Temporary Relocation
9. Permanent Relocation
10. Record Keeping
11. Appeal Process URA

F. Award Determination
1. Amount of Assistance
2. Certification Requirements Prior to Receiving Assistance
3. Appraisal
4. Duplication of Benefits
5. Incentives

G. Title and Legal Services

H. Offer to Purchase

I. Documenting Eligibility and Acceptance of Offer

J. Applicant Closing
1. Property Before Closing
2. Document Execution at Closing
3. Subrogation Agreement
4. Assignment Relation to Funds Received Under the VHBP
5. Cooperation and Further Documentation
   
   K. Demolition
   L. Property Disposition
   M. Property Acquired through Voluntary Buyout
   N. Closeout

Program Contact

Attachment 1: Monroe County Local Prioritization Resolution
Attachment 2: Monroe County Volunteer Home Buyout Program Grant Application: Project Site Data Summary Table
Attachment 3: Monroe County Purchasing Manual, Financial Policies, Administrative Instructions for Grant Administration, Basic Procedures for Grant Administration and Supplemental Timecard for Recording of Direct Time to Grants
Attachment 4: Citizen Participation Plan
Attachment 5: Excessive Force Policy
Attachment 6: DEO Subrecipient Agreement
I. Version History

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<th>Page(s)</th>
<th>Description</th>
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A. Version Policy

Version history is tracked in the table above, with notes regarding version changes. The dates of each publication are also tracked in this table. The first version of this document is 1.0.

Substantive changes within this document that reflect a policy change will result in the issuance of a new version 2.0, an increase in the primary version number. Future policy changes will result in additional revision and issuance of a new primary version number.

Non-substantive changes within this document such as minor wording and editing, or clarification of existing policy, that do not affect the interpretation or applicability of the policy will be included in minor version updates denoted by a sequential number increase after the primary version number.
II. Definitions

Affirmative Fair Housing Marketing Plan – A document used to help applicants offer equal housing opportunities regardless of race, color, national origin, religion, sex, familial status, or disability.

Adjusted Gross Income (AGI) – AGI is an individual’s total gross income minus specific deductions.

Area Median Family Income (AMFI) – Calculated limits based on HUD-estimated median family income with adjustments based on family size.

Buyout – A type of acquisition with the purchase of an eligible property with the intent to reduce risk from future flooding or to reduce risk from the hazard that led to the property’s designation within a Disaster Risk Reduction Area. The property acquired will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreation, or floodplain and wetlands management.

CDBG-DR – means Community Development Block Grant-Disaster Recovery Program which was approved through Federal Register Vol. 83, No. 28, Friday, February 9, 2018, Notices.

Case Management - Working with individuals and their families to understand the VHBP’s housing options, resulting in clear and transparent determination of eligibility. Case Managers must take into account all special circumstances of the survivor’s needs to decrease their barriers to participate in the VHBP where possible. Staff should meet at designated locations and supply information in a standard format.

Current Fair Market Value – The value of an applicant’s residential property, including the value of the land and any structures, as determined by the most recent appraisal conducted by the County’s procured appraiser. All appraisals will account for the condition of the applicant’s property “as-is”

Damage Assessment - An inspection of the unit to document damage from the event. The assessment by a certified or licensed inspector (MPS, TREC, or similar license) is required to specifically and clearly document storm related property damage via photographic evidence and detailed narratives (see the DEO’s Damage Assessment Guidelines). Damage assessments may also include final cost of repair estimates.

Davis-Bacon Act of 1931 (40 USC Part 3141 et seq.) and Related Acts – All laborers and mechanics employed by contractors or subcontractors in the performance of construction work
financed in whole or in part with assistance received under this chapter shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended. This does not apply to the rehabilitation of residential property if such property contains 8 or more units.

Demolition – The clearance and proper disposal of dilapidated buildings and improvements.

Designated Area - means the land determined by the subrecipient that is eligible for the Voluntary Home Buyout Program.

Duplication of Benefits – The Robert T. Stafford Disaster Assistance and Emergency Relief Act (Stafford Act) prohibits any person, business concern, or other entity from receiving financial assistance from CDBG-DR Disaster Recovery funding with respect to any part of a loss resulting from a major disaster as to which he/she has already received financial assistance under any other program or from insurance or any other source.

Eligible Property - means a residential, owner-occupied property of 4 or fewer units located in the County, which has suffered impacts from the storm event, and meets any property eligibility requirements under DEO.

Environmental Review- All projects and programs undertaken with CDBG-DR funds must undergo an environmental review process. This process ensures that the activities comply with the National Environmental Policy Act (NEPA) and other applicable state and federal laws.

Family – A household composed of two or more related persons. The term family also includes one or more eligible persons living with another person or persons who are determined to be important to their care or well-being and the surviving member or members of any family described in this definition who were living in a unit assisted under the Housing Opportunities for Persons with AIDS (HOPWA) program at the time of his or her death.

FEMA-Designated High-Risk Area – Areas designated by FEMA as vulnerable to significant wind and/or storm surge damage and areas located in 100-year flood zones. These areas will be identified during the environmental review process for each participating jurisdiction.

Flood Disaster Protection Act of 1973 and Sec. 582(a) of the National Flood Insurance Reform Act of 1994 – Compliance with the legal requirements of Section 582(a) mandates that HUD flood disaster assistance that is made available in an Special Flood Hazard Areas (SFHAs) may not be used to make a payment (including any loan assistance payment) to a person for repair, replacement or restoration for flood damage to any personal, residential or commercial property.
if: (1) the person had previously received Federal flood disaster assistance conditioned on obtaining and maintaining flood insurance; and (2) that person failed to obtain and maintain flood insurance as required under applicable Federal law on such property.

Grant Manager – Acquisition Manager, Voluntary Home Buyout Program, Department of Planning and Environmental Resources, and Monroe County Land Authority

Housing Incentives - Incentive payments are generally offered in addition to other programs or funding (such as insurance), to encourage households to relocate in a suitable housing development or an area promoted by the community’s comprehensive recovery plan. The housing incentive may be offered for the purpose of improving the residential structure that upon completion will be occupied by a low to moderate income household. An incentive may be offered for a buyout payment to households that volunteer to relocate outside of floodplain or to a lower-risk area. A buyout incentive is not available for properties that served as second homes at the time of the disaster or following the disaster.

Household – A household is defined as all persons occupying the same housing unit, regardless of their relationship to each other. The occupants could consist of a single family, two (2) or more families living together, or any other group of related or unrelated persons who share living arrangements. For housing activities, the test of meeting the low- to moderate- income (LMI) objective is based on the LMI of households.

Housing Quality Standards (HQS) – The HQS establishes certain minimum standards for buildings constructed under HUD housing programs. This includes new single-family homes and multifamily housing as outlined in 24 CFR 982.401.

Housing and Urban Development Act of 1968, Section 3 – Requires the Subrecipient to ensure that training, employment, and other economic opportunities generated by HUD financial assistance shall be directed to the greatest extent feasible and consistent with existing Federal, State, and Local laws and regulations, to low and very low-income persons. Recipients of Section 3-covered funding ensure compliance and the compliance of their contractors/subcontractors with the Section 3 requirements, as outlined in 24 CFR 135.32.4

Housing Unit - A residential structure intended for occupancy.

Ineligible receipts - receipts for repairs that are completed on detached buildings such as garages or sheds, and personal items such as food and clothing, gasoline, tools, and equipment.
Low- to Moderate- Income (LMI) National Objective – Activities which benefit households whose total annual gross income does not exceed 80% of Area Median Income (AMI), adjusted for family size. Income eligibility will be determined and verified in accordance with DEO’s Adjusted Gross Income Methodology. The most current income limits, published annually by HUD, shall be used by the Subrecipient to verify the income eligibility of each household applying for assistance at the time assistance is provided.

Low- to Moderate-Income (LMI) - means an income is less than 80% of the local area median income.

Low- to Moderate-Income Household (LMH) - a household with an income that is less than 80% of the local area median income (AMI).

Low- to Moderate Income Area (LMA) – A low- to moderate income qualified area is a specifically defined geographic area, which is predominantly residential, in which 51% or more of the population earns less than 80% area median income as defined by HUD.

LMB National Objectives – Low to Moderate Buyout (LMB) is used for a buyout award to acquire housing owned by a qualifying LMI household, where the award amount (including optional relocation assistance) is greater than the pre-disaster fair market value of that property.

LMHI National Objectives - Low Moderate Housing Incentive (LMHI) benefits LMI households that are used for a housing incentive award and tied to a voluntary buyout or other voluntary acquisition of housing owned or occupied by a qualifying LMI household.

Manufactured Housing Unit (MHU) – A structure, transportable in one or more sections which, in the traveling mode is eight body-feet or more in width, or forty body-feet or more in length, or when erected on site, is at least 320 square feet, and which is built on a permanent chassis and is designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air-conditioning, and electrical systems contained therein.

Needs Assessment – An assessment that determines the type of housing programs that will be offered equitably and based upon an objective assessment of unmet needs in the affected community’s population.

Negative Equity Mortgage – also known as “under water” or “upside down” mortgages when homeowners owe more on their mortgages than their homes are worth.
**Post-event fair market value** - the land and dwelling value for parcels, as determined by each subrecipient, after the disaster

**Pre-event fair market value** - the land and dwelling value for parcels, as determined by each subrecipient, prior to the disaster.

**Program Design** – The selection and development of programs and activities based on a Needs Assessment. The VHBP Design must include the type of housing activities that will be offered by the Subrecipient, as well as how the VHBP will be marketed, how Fair Housing Objectives will be achieved, and how funding will be prioritized as determined through a Needs Assessment.

**Program Income** - Net income derived from the sale of program assets that exceeds $35,000 in a single fiscal year, received by the Subrecipient and directly generated from the use of housing CDBG-DR funds.

**Single Family Home** – A single-unit family residence detached or attached to other housing structures.

**Subrecipient** – Cities, Counties, Indian Tribes, local governmental agencies (including COGs), private non-profits (including faith-based organizations), or a for-profit entity authorized under 24 CFR 570.201(o). The definition of Subrecipient does not include procured contractors providing supplies, equipment, construction, or services and may be further restricted by Program Rules or other guidance including applications.

**Subrogation Agreement** – Means an agreement executed by the beneficiary agreeing to repay any duplicative assistance if they later receive other disaster assistance for the same purpose.

**Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, as amended (Title 49 CFR Part 24) (Uniform Act referred to URA)** – Applies to all acquisitions of real property or displacements of persons resulting from Federal or federally-assisted program or projects. URA’s objective is to provide uniform, fair, and equitable treatment of persons whose real property is acquired or who are displaced in connection with federally funded projects. For the purposes of these guidelines, URA mostly applies to residential displacements in involuntary (49 CFR Subpart B) acquisition or multi-family damaged/occupied activities that require the relocation of the tenants. A displaced person is eligible to receive a rental assistance payment that is calculated to cover a period of 42 months.
Unsecured Forgivable Promissory Note – Is an agreement between the assisted beneficiary and Subrecipient/DEO that requires applicants to comply for several terms during a set affordability period. At the end of the affordability period the terms are forgiven after they are met by the homeowner.

Urgent Need National Objective – An urgent need that exists because existing conditions pose serious and immediate threat to health/welfare of community, the existing conditions are recent or recently became urgent and the Subrecipient cannot finance the activities on its own because other funding sources are not available. Subrecipients must document how each program and/or activity funded under this category responds to a disaster related impact.
III. Introduction

On September 10, 2017, Hurricane Irma struck the Florida Keys as a category four hurricane bringing devastating winds and coastal flooding to Monroe County. While no part of the island chain was spared, the Middle and Lower Keys were hit the hardest. Monroe County remains a ‘most impacted and distressed area in the State of Florida’ as a result of Hurricane Irma’s devastating blow. The island chain is continuing to recover and rebuild since the storm.

Hurricane Irma brought to reality the vulnerability of this island chain. When the debris was cleared, homes built to new codes to withstand wind impacts stood as a shining example of wind mitigation in action and a sound investment. However, the Keys’ communities also understand that impacts from flooding could have been much worse. As the Florida Keys plan for the future, it will be important to consider not only current flooding vulnerability but how these vulnerabilities can be further exacerbated by sea-level rise. As a national treasure and significant contributor to the economy of the entire state, the future environmental and economic health of this designated Area of Critical State Concern (ACSC) is forever linked to resiliency.

Monroe County Disaster Recovery Voluntary Home Buyout Program (VHBP) is a program jointly operated through Monroe County Department of Planning and Environmental Resources and the Monroe County Land Authority (see Table 1 for a preliminary listing of countywide assignment of roles and responsibilities). The purpose of the VHBP is to acquire property from low- to moderate- income households (LMH) in high-risk flood areas to reduce the impact of future disasters. After homes are purchased, the structures will be demolished, and the land will be managed as natural green space, recreation, or stormwater management. The VHBP serves multiple objectives and provides a resiliency option versus rebuilding within the highest risk areas. Buyouts help prevent repetitive loss and extreme risk to human health and safety. The objectives of the VHBP are:

1. Acquire properties that were impacted by Hurricane Irma and convert the property to public space, green space, and/or flood control measures in perpetuity
2. Provide mitigation to the County against future flood damages, effects of sea level rise, and health and safety risks for owners and rescuers
3. Reduce repetitive subsidized flood insurance payments and federal disaster assistance

Monroe County received Community Development Block Grant – Disaster Recovery funds through the Florida Department of Economic Opportunity (DEO) to fund the VHBP. These funds were secured through a subrecipient agreement between Monroe County and DEO whereby the County agrees to comply with all tenets and conditions of the subrecipient agreement, and the State of Florida Voluntary Home Buyout Program Guidelines, Disaster Recovery Action Plan, Action Plan Amendments, and Federal, State and local laws.

These are the updated guidelines as of September 2021 for the Monroe County CDBG-DR Voluntary Home Buyout Program. The provisions of this document may be amended over time as needed, in accordance with the requirements of the sub-recipient agreement.
IV. Voluntary Home Buyout Program - Program Administration

A. National Objective

The Voluntary Home Buyout Program (VHBP) is required to meet the low- moderate income National Objective as defined in the DEO’s Action Plan. The VHBP will require that applicants meet the Low- Moderate-Income Area (LMA) Benefit, or the Low- to Moderate-Income Household (LMH) National Objective. To meet the LMA Benefit, the properties acquired through the VHBP will be acquired and utilized so as to benefit the residents in an area where at least 51 percent of the residents are low and moderate-income persons. In cases where an applicant’s property isn’t located in an LMA qualified block group, or in those cases where they are located in a qualified block group but are seeking additional program incentives, the applicant can seek to meet the LMH criteria. In order to demonstrate that a buyout meets the LMH criteria, the applicant’s household income must be LMI qualified as defined under HUD CDBG regulations. This is accomplished if the applicant’s total household income is estimated to be less than 80% of the HUD determined Area Median Income (AMI) for Monroe County, Florida based on household size. This will be evaluated and confirmed through applicant income verification conducted by the VHBP case manager.

B. Application Processing Overview

Monroe County is utilizing CDBG-DR funds for the provision of the Voluntary Home Buyout Program (VHBP). The Monroe County VHBP is available to Hurricane Irma impacted homeowners who applied for the Voluntary Home Buyout Program during the Registration Process from July 16, 2019 through September 23, 2019 and were included in the CDBG-DR VHBP Grant Application submitted to the Florida Department of Economic Opportunity on September 29, 2019. An approximated budget for each applicant was determined by utilizing the “Pre-Hurricane Irma” Tax Assessor’s estimated property, including land and any residential structures. DEO reviewed and accepted Monroe County’s CDBG-DR VHBP Application and allocated $15,000,000 to the County for the VHBP. Once awarded, Monroe County entered into an agreement with DEO to administer and oversee the VHBP. See Attachment 2 for a summary of the potential project sites.

During implementation of the VHBP it was determined that additional applicants were going to be required in order to expend the full amount of the grant funding. In September 2021, DEO confirmed the County’s outreach plan for the second phase of applicant outreach and intake. This process consist of the following:

1) Outreach conducted in conformity with citizen participation plan with the inclusion of outreach to individual property owners with County recorded outstanding code enforcement violations related to Hurricane Irma.
2) Estimated outreach and intake will begin in October 2021.
3) The intake period will be open for 30 days with extensions as necessary.
4) All applicants will be recorded and prioritized based upon the DEO and the County’s existing prioritization methodology.
   a. Applicants already approved and processed under the first round of intake will maintain priority over new applicants secured under the second round of intake.

The VHBP consists of five general phases beginning with application/registration intake and review and proceeds through the long-term open space management of the properties. VHBP
staff will review application/registration material to verify program eligibility. Once Monroe County approves an individual property owner’s application for buyout assistance, Monroe County will verify with DEO that the property is not receiving or has not received Rebuild Florida housing repair or replacement assistance. A property owner cannot be eligible for buyout assistance if the property owner has received CDBG-DR Rebuild Florida funding to repair the property.

Below is a summary outline of the VHBP process from pre-application through closing:

**Step 1. Registration / Application**

1. **Registration**
   The County conducts outreach to local residents in order to gauge interest and participation in the VHBP. Preliminary information will be collected during this process to begin assembling and organizing a list of potential applicants.

2. **Pre-Application Review**
   The pre-application review is used to review preliminary data collected on the applicant and the applicant’s property through the initial outreach and registration processes.

3. **Application Intake**
   Contact the applicant to discuss the application process, provide information regarding the assistance available, inform the applicant of the documentation/verification requirements, and discuss next steps.

4. **Application Processing**
   A review will be conducted to verify that there are no issues requiring further investigation and inquiry based on materials provided by the applicant and internal review of the property and site location. If site issues are identified during application processing, a site visit may be required. Application processing will include but not be limited to:
   - Property ownership verification
   - Determination whether home is owner-occupied
   - Determination whether home was occupied by applicant prior to 2017 hurricane
   - Obtain hold harmless and right of entry forms.
   - Verification of household size

5. **Prioritize Project Sites**
   Prioritize applicants based upon State, and Local Prioritization criteria.

6. **Eligibility Determination**
   Verification and calculation of household income, ownership status, clear title, current on property taxes, determine property location/eligibility, etc.
   - National Objective - Determination of LMI status

7. **Duplication of Benefits**
   Verify Duplication of Benefits (insurance, FEMA, SBA, other). This financial process must meet federal requirements. The information and documentation will be collected as part of the application.
8. **Historic Preservation Review and Environmental Review**

CDBG-DR buyout assistance is contingent on compliance with the National Environmental Policy Act (NEPA) and related environmental and historic preservation legislation and executive orders found at 24 CFR Part 58. Accordingly, environmental review activities are carried out in conformity with CDBG-DR requirements and documented prior to commitment of funds.

9. **Determine Buyout Values**

   a. **Property Appraisal and Value Calculation** - The County will utilize an independent appraiser to conduct property appraisals. Properties will be valued to determine the current fair market value for the land and the structure.

   b. **Housing Replacement Assistance Incentives** - As defined in DEO's VHBP guidelines, the VHBP allows a Housing Replacement Allowance of $10,000 for non-household income eligible properties, and a $25,000 Housing Replacement Assistance for income eligible properties.

10. **Pre-Offer**

    Once an owner and their property has been determined eligible, they will receive a pre-offer package to purchase. The pre-offer package will take into consideration the current fair market value and any duplication of benefits, as applicable.

11. **DEO Submission for Approval**

    Submit application per property to DEO for approval. During this approval process, DEO will verify that applicants did not receive assistance from the Rebuild Florida Housing Repair and Replacement Program. This will include verification of any DOB against FEMA, NFIP and SBA databases.

12. **Board of County Commissioners Review Approval (BOCC)**

    Applicants verified and approved by program staff for participation in the VHBP will be submitted to BOCC for review and approval.

13. **Applicant Support**

    Complete final program documents with case manager and prep application for the pre-offer phase.

**Step 2. Award Confirmation**

1. **DEO and County Approval Confirmation**

    County approves closing documents including contract, restrictive covenant, legal notices for demolition, title search, title insurance.

2. **Award**

    Once an owner and their property has been determined eligible, they will receive an offer package to purchase. The offer package will take into consideration the current fair market value and any duplication of benefits.
Step 3: Purchase the Property

1. **Closing**
   Closing occurs/title transfers to Monroe County

Step 4. Conduct Clearance and Demolition

1. Deliver Legal Notice, if required
2. The County will assign the awarded contractor the project for demolition.
3. The contractor will obtain any necessary permits to conduct the demolition.
4. Inspection of the property by County staff prior to demolition.
5. Demolition
6. Inspection of the property by County staff post demolition.
7. Lot grading by the demolition contractor to restore the lot, as specified in the contractor’s contract.
8. Final County inspection of the lot.

Step 5. Open Space Management

1. **Land Management**
   Properties will be managed and maintained by the County. The County intends to maintain the properties as open space but may consider other allowable uses as other planning or funding opportunities present themselves.
Monroe County – Voluntary Home Buyout Program Process Flowchart V1.3 8/17/2021

Please note that the property owner can withdraw the case any time before the closing stage.
C. Financial Management and Quality Assurance

Monroe County will maintain and administer a financial management system that complies with all applicable HUD CDBG-DR and State of Florida rules. Monroe County will maintain and administer a quality assurance and quality control system, as outlined below, that complies with all applicable HUD CDBG-DR and State of Florida rules. The County must also provide DEO with monthly reports which track and record program expenditures which are reviewed by program staff and submitted to DEO for review. Attachment 3 contains the Monroe County Purchasing Manual, Financial Policies, Administrative Instructions for Grant Administration, Basic Procedures for Grant Administration and Supplemental Timecard for Recording of Direct Time to Grants.

1. Allowable Costs

All costs will be reviewed by the Grant Manager. All internal costs will be submitted by the Grant Manager for formal processing by finance (with department head approval). This includes any costs incurred from other county departments, who may have incurred costs as part of regular administration and implementation of CDBG-DR VHBP. The Grant Manager will verify that costs are applicable, eligible, and reasonable for CDBG-DR VHBP. Any internal costs being submitted by Grant Manager must include a description indicating the purpose of the costs. Additionally, all contractor invoicing must be reviewed and approved by Grant Manager for applicability, eligibility, and reasonableness before being forwarded for processing. It is the responsibility of the Grant Manager to maintain effective control and accountability for all funds, property, and other assets. The Grant Manager will safeguard all assets and assure that they are used solely for authorized purposes. Any concerns or clarification regarding any costs will be addressed and resolved by the Grant Manager before being submitted for processing.

2. Invoice Payments

All invoices/payment requests are received and/or routed to the Grant Manager to be logged in an invoice/payment request log and with the Clerk of the Circuit Court and Comptroller. This log is an excel sheet divided by tabs named after the CDBG-DR VHBP funded programs.

1) Upon receipt of invoice, the invoice is reviewed for accuracy and verified with receipt of deliverables, if applicable by the Grant Manager.

2) Any needed corrections from the vendor will be communicated electronically by the Grant Manager to the vendor.

3) If no revisions are needed the invoice is forwarded to the Executive Assistant, with written approval from the Grant Manager of accuracy and receipt of deliverables, if applicable. Grant Manager will also indicate the individual property to which the payment should be charged.

4) The Executive Assistant will forward the prepared Purchase Order or Audit slip with the invoice to the Clerk of the Court for payment. A copy of the payment request will be saved to an electronic file.

5) Invoices/payment requests are checked for payment each Friday by the Executive Assistant.

6) If PAID, The Executive Assistant sends an electronic copy of the sent check to the Grant Manager for the records.
7) Check copies are kept on file.

3. Program Income Reporting & Tracking
The County does not anticipate generating program income. However, should program income be generated, the County will track the receipts within the County’s financial records in a separate revenue account and report the receipts to DEO as required per the subrecipient agreement. All program income received prior to grant closeout shall be utilized for additional eligible CDBG-DR activities. Any program income remaining after the CDBG-DR VHBP closeout will be returned to DEO.

4. Cost Reasonableness
Monroe County conducts cost reasonableness evaluations as part of its standard procurement process. All procurement for CDBG-DR funded VHBP activities will be conducted in conformity with Chapter 14 – Federal Funding Requirements, Part C Method of Procurement Requirements of the County’s Purchasing Policy. This includes evaluating bids and proposals for cost reasonableness and conducting cost of price analysis as defined under Chapter 14 of the Monroe County Purchasing Policy which is included as Attachment 3 of this document.

D. Timely Expenditure of Funds
Per the Subrecipient Agreement provided by DEO all CDBG-DR funds must be expended within the Period of the Subrecipient Agreement. Therefore, all funds must be fully expended within 24 months of execution, by both parties, of the Subrecipient Agreement which will be June of 2022, unless extended. However, we understand that DEO will periodically review the County’s progress in drawing down funding through SERA. Monroe County will review in-house expenditures and beneficiary expenditures to ensure that funds are spent on eligible costs and in a timely manner. Project funds and schedules will be monitored by the County of Monroe’s Budget and Finance Department, the Monroe County Clerk of the Circuit Court and Comptroller, the County’s Planning and Environmental Resources Department, the County’s planning and management consultant(s), and subject to an auditing process through the County’s independent audit function.

Monroe County will hold all contractors accountable through the establishment of task orders. Contractors will be required to provide update reports concerning expenditure of funds and project progress to the County upon request. Frequency of reporting will be established on a per project and per contractor basis given the potential varied nature of activities and the different scope for each contractor. It is expected that the County may require contractors to provide activity reports; however, due to the varying nature of each project, specific project timelines will be defined on a case-by-case basis.

The County will directly administer the CDBG-DR VHBP and will use contractor augmentation to execute implementation. When contracting with vendors, the County will establish certain tasks that must be achieved prior to the release of funding. As a part of their contractual obligations to the County, contractors may be required to present the County with a plan on how they will implement procedures to achieve the determined tasks, which will be set forth in task orders. Each contract with contractors contains provisions for termination of any contract if the contractor is found to be negligent in any aspect of the contract services. In addition to ensuring that contractors are meeting project timelines, these tasks and task orders will allow the County to project expenditures for each individual project task.
1. Contractor Payments
In order to ensure contracts and bills are paid in a timely manner, payments pursuant to a contract will be made in accordance with the Local Govt. Prompt Payment Act, F.S. 218.70-218.80. Invoice(s) shall be for services rendered for the period of the first day of the month through the last day of the month. Contractor shall submit separate invoices, on each task order after each delivery. Invoices shall indicate the task order number and shall be itemized. A copy of the bill of lading, and the freight weigh bill when applicable, should be attached to the invoice. Suppliers should keep the Grant Manager advised of any changes in their remittance addresses.

Monroe County has the option to withhold five percent (5%) retainage per first three (3) payment requests until all work is completed in accordance with executed contracts and work approved by the County. Any retainage will be paid at the project’s conclusion and proper approvals. Retainage will be released when awarded contract has been fulfilled in its fullest and approved by the County.

2. Tracking Payments
Consistent with county financial policies, the County will maintain a payment tracker for each project being conducted under the CDBG-DR VHBP. This payment tracker will include indicators to show, at minimum, invoice submission status and date, approved change orders, total payments per project by dollar amount, and total eligible funds per project. This will be updated as soon as any changes to the status of payments, change orders, or invoice submissions occur.

3. Slow Performing Projects
Projects which appear to be slow-performing will be evaluated and addressed consistent with the County’s CDBG-DR VHBP Policies and Procedures. Projects which appear to be stalled will be:

a) provided technical assistance to remediate their slow progress state
b) terminated if the project appears to be stalled at startup and the policies and procedures and project contract allows for re-award to other eligible recipients or,

  c) the project scope will be reduced, and funding reduced as necessary and recaptured funds will be re-obligated to other eligible projects and recipients.

E. URA Requirements
The Uniform Relocation Act establishes minimum standards for federally funded programs/projects involving the displacement of persons from their homes, businesses, or farms due to acquisition, rehabilitation, demolition, or any other reason which may permanently or temporarily displace someone involuntarily, as a result of undertaking a federally funded project.

The County adopted Resolutions 056-2021 (Attachment 1) to establish program eligibility and prioritization criteria. These criteria provide that properties that are tenant occupied are not eligible for the VHBP. Therefore, the County does not anticipate engaging in any activities qualifying as uniform relocation eligible activities. All buyouts consist of voluntary owner-occupied structures and do not include the buyout of rental properties which would result in the displacement of persons renting or leasing the property, structure, or space within the structure. If an owner rents a room or portion of the property in which they live to a tenant, the project may result in the displacement/relocation of the tenant and qualify as a uniform relocation eligible activity. If a person is renting a room or portion of the home the property owner must provide a current lease...
for the tenant of the property which if being purchased by the County. If a lease agreement can’t be provided, then the County will consider the alleged tenant as a household member and income will be calculated as part of the household income. If a project does involve relocation, then the following items become applicable.

F. Grant Management Office

VHBP staff will be responsible for coordinating the assignment of applicants under the supervision of the Grant Manager. To the extent feasible, the VHBP case manager will work with the applicant from application initiation through completion and referral to the County for eligibility determination. The case manager will access a language line or interpreter’s services to provide consultation to applicants in their preferred language.

The Grant Manager will provide direct supervision to the VHBP staff as appropriate. The Grant Manager will also work with County staff in performing spot file reviews to confirm understanding of the process and requirements. The Grant Manager is also responsible for securing additional training and “refresher” trainings based on the findings of the QA/QC process.

Grant Manager Office Location

102050 Overseas Highway
Key Largo, Florida 33037
Hours – 9:00am -5:00pm

Due to COVID-19 restrictions, intake and eligibility activities will occur remotely, to the extent possible. Communication will occur via telephone, text, email, and mail. Paperwork can be emailed, mailed, or sent via text to the VHBP case manager. In person office hours will not be available, except when all other options have been exhausted without result; in such cases a contactless visit will be scheduled through the VHBP case manager.

G. Program Staffing

1. Grant Manager
   
   The VHBP’s day-to-day functions and administrative management are overseen by the Grant Manager. This position is a County appointed position within the Planning and Environmental Resources Department and is under the direction of the department administrator. The Grant Manager will handle the administrative duties of the VHBP including financial management, regulatory compliance oversight, program timeliness, staff management, procurement and contract management, and will function as the primary point of contact between the County and DEO.

2. Case Manager
   
   Applicants may need support throughout the process. Applying to the VHBP may be complicated by the loss of documents or temporary residence outside the area. Monroe County, through its case manager hired through competitive RFP, will establish and maintain partnerships with local and community liaisons such as banks, counseling agencies, legal services, title companies, etc. to assist applicants with their recovery needs.

   The case manager will work in collaboration with other agencies to assist owners and displaced persons from inception to close-out of their recovery needs. Each applicant will be assigned a case manager as a single point of contact to work with throughout the eligibility process. The case manager will also work to ensure that the applicant has the
information needed to be successful in their long-term recovery efforts. As applications are being accepted and reviewed for determinations of eligibility to participate in the VHBP, each applicant will be counseled and made aware of their application status.

3. **Technical Advisors**

Monroe County will utilize consultant services to help support the VHBP. The technical advisors will provide guidance and support in the proper utilization of CDBG-DR funds and implementation of CDBG-DR funds projects. Their primary responsibility will be compliance support but will also provide services to ensure that the program is progressing in a timely manner and that any issues the program may encounter can be managed effectively and efficiently.

H. **Procurement**

Procurement is the acquisition of goods and services to be used by Monroe County to carry out program activities utilizing CDBG-DR funds. The procurement process includes the decision to purchase as well as the process to complete the purchase. Goods and services procured to carry out the County’s VHBP CDBG-DR activities are to be conducted by the Monroe County Budget and Finance Department or other Departments as appropriate and provided for by Monroe County purchasing policies. As a subrecipient of DEO, Monroe County is required to comply with requirements of 2 CFR §200.318 through 200.327 when procuring all property and services using CDBG-DR funds. In addition, the County will comply with all state and local procurement regulations as mandated by the State of Florida and in compliance with the current Monroe County Purchasing Policy. These rules are in place to ensure that federal dollars are spent fairly and encourage open competition for the best level of service and price.

In compliance with the County’s subrecipient agreement with DEO, when the County uses a competitive solicitation as a means of solicitation, a copy of the advertisement, including proof of publication, will be submitted to DEO. DEO must approve the procurement otherwise the County will be constrained on the use of CDBG-DR for activities related to that procurement as described in the County’s sub-recipient agreement with DEO. Before signature of any contracts “a copy of the proposed contract template and any proposed amendments, extensions, revisions or other changes thereto, must be forwarded to DEO for prior written approval” for any contracts for work under CDBG-DR. Monroe County will also inform DEO when the contractor or any of the subcontractors are considered a minority vendor as defined in Section 288.703, F.S. The proposed contract and information regarding minority vendors will be submitted to DEO for review before the contract is submitted to the contractor for final approval and signature.

The County will screen all potential vendors against state and federal lists for excluded parties, convicted vendors, discriminatory vendors, suspended vendors, and scrutinized companies. List links are available at:


The County will comply with all of the conflict-of-interest provisions provided in DEO’s procurement policies and procedures. The County will comply with the conflict-of-interest provisions in 24 CFR 570.489(h) in any instances not governed by DEOs policies and procedures for procurement conflict of interest items. The County adheres to Part III- Code of Ethics for Public Officers and Employees Chapter 112, Florida Statutes and maintains a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. Conflict of Interest provisions listed at 24 CFR Part 85.36 (3) and all other applicable federal regulations will be incorporated.
Any questions regarding the applicability of law or determination as to whether laws conflict must be referred to the Monroe County Attorney Office.

1. Competition
All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, no contractors are permitted to help develop or draft specifications, requirements, statements of work, and invitations for bids or requests for proposals. Some of the situations considered to be restrictive of competition include but are not limited to:

- Placing unreasonable requirements on firms in order for them to qualify to do business
- Requiring unnecessary experience and excessive bonding
- Noncompetitive pricing practices between firms or between affiliated companies
- Noncompetitive contracts to consultants that are on retainer contracts
- Organizational conflicts of interest
- Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
- Any arbitrary action in the procurement process.

Procurements must be conducted in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

2. Contracting with Small, Minority, Women Owned Business
In order to comply with 2 CFR 200.321 Monroe County utilizes DemandStar which solicits a variety of contractors including Small, Minority and Women Owned Businesses. Businesses who appear to provide services which may be solicited as part of CDBG-DR activities, who are not included on DemandStar, will be included and solicited for bids when appropriate activities requiring solicitation occur. Where practical and cost reasonable projects will be bid in smaller tasks to help support participation by smaller firms.

3. Section 3 Registered Businesses
The County is committed to ensuring that designated Section 3-eligible business concerns derive economic benefit from HUD-assisted projects built in their communities. Subrecipients, contractors, subcontractors are likewise expected to demonstrate that Section 3 certified business concerns are included in the contracting goals and are economic beneficiaries of business and procurement policies and practices. Section 3 eligible business concerns must be given priority in contracting for appropriate work.

The County will check the HUD Section 3 Business Registry online at https://portalapps.hud.gov/Sec3BusReg/BRegistry/SearchBusiness to identify any specific
businesses within 50 miles of the County Administration Building. Businesses providing services being sought by the County using CDBG-DR funds will be notified of opportunities.

The County will make attempts to provide contracting opportunities (both construction and non-construction) available to Section 3-qualifying DBEs. The County will also strongly encourage contractors and subcontractors to make contracting opportunities available to Section 3-qualifying DBEs. The County will utilize such resources as FloridaJobs.org and CareerSource South Florida as part of its efforts to notify Section 3 businesses of potential contracts and will provide Section 3 resource information to contractors to assist in finding Section 3 qualified businesses and workers.

I. Labor Compliance

NOTE: None of the VHBP projects contain properties with 8 units or more thereby triggering Davis-Bacon requirements as confirmed by DEO on technical assistance call on March 16, 2021.

1. Davis-Bacon and Related Acts (DBRA) Overview

The Davis-Bacon and Related Acts (DBRA) apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of $2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.

The Davis-Bacon Act (DBA) directs the Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act applies to contractors and subcontractors performing work on federal or District of Columbia contracts. The Davis-Bacon Act prevailing wage provisions apply to the “Related Acts,” under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance. If any portion of a contract requires DBA, then all work performed under the contract is subject to DBA.

Additionally, contractors must comply with the Contract Hours and Safety Standards Act (CWHSSA) and the Copeland Anti-Kickback Act (Copeland Act). CWHSSA requires that, for any project in which the prime contract exceeds $100,000, workers be paid one-and-one-half times their normal hourly rate for any hours worked in excess of 40 hours weekly, based on a work week of seven (7) consecutive days.

The Copeland Act prohibits any person from inducing a worker on a federally funded project to give up any part of the compensation to which the worker is entitled. No payroll deductions are permitted that are not specifically listed in the Copeland Act unless the contractor has obtained written permission from the employee as specified in 29 CFR 3.5 for otherwise permissible payroll deductions.

The overtime provisions of the Fair Labor Standards Act may also apply to DBA-covered contracts.

DBRA requires payment of prevailing wages and the certification and submission of weekly payroll reports for each week's work is performed at the site of the covered work.

a) Labor Standard Enforcement

The County is responsible for enforcement of the DBA requirements, including on-site interview of workers, review of contractor's payrolls, and conducting a pre-construction conference. In order to meet these requirements, the County will have construction monitors that are responsible for end-to-end management of the process.
to include the following:

- Developing pre-bidding requirements and contractual templates to meet all CDBG-DR Construction and Labor Standards (which include Davis Bacon Wage Rates). All bid specifications include all applicable Federal and State wage rate determinations and the required labor standards provisions.

- Conducting pre-bid conferences with potential contractors to review Davis Bacon wage rates, payroll, and reporting requirements. The pre-bid conference will also outline all job site posters related to labor standards, safety, and applicable wage rates in English and Spanish. The “Contractor Guide to Davis Bacon Wage Requirements and Certified Payroll Reports” will also be provided to potential bidders.

- Verifying contractor eligibility.

- Executing construction contracts.

- Conducting pre-construction conferences and DEO notification of construction start.

- Monitoring compliance, including conducting construction site visits, worker interviews (at least once during the construction process), weekly payroll review, including the collection and prompt examination of weekly certified contractor payrolls, and implementing corrective actions.

- Coordinating the retention of certified payrolls for three (3) years by the County or other Funded Entity following completion of the project. Payrolls may be destroyed unless an investigation, disputed compliance action, or appeal remains outstanding.

- Section 3 outreach and reporting.

- Review of all Contractor requests for payment and draw request preparation.

- Ensuring restitution of laborers not properly compensated on a project, if applicable.

1) CONSTRUCTION CATEGORIES

As required by DBA, the County categorizes construction work as residential, building, heavy or highway work. Wage decisions are based on the category (or categories) of work to be performed. Each construction contract to which DBA applies contains the wage decision(s) for the appropriate category (or categories) of work. A separate wage decision for a category is not required if the value of work (as bid) in that category does not exceed 20 percent of the total “as bid” construction cost. The actual bid cost, not the estimated project cost, determines whether a separate wage decision is used. If more than one wage decision is used, payrolls must reflect which wage decision is applicable unless all workers are paid at least the highest hourly rate possible under either wage decision.

2) MONITORING CONSTRUCTION ACTIVITIES AND LABOR STANDARDS

During project construction, the County monitors compliance with DBA, CWHSSA and the Copeland Act by reviewing contractor and subcontractor payrolls. DBA applies to laborers and mechanics working on any project when the primary contract exceeds $2,000. It does not apply to supervisory staff if 80
percent of their time during the work week is spent performing supervisory duties. Supervisory personnel who fall below the 80 percent threshold are subject to DBA for non-supervisory hours worked during that particular work week.

“Self-employed owners” are not exempt from DBA and must submit a payroll report reflecting the hours worked on the project, the type of work performed and that they are the owner of their business. Hourly rates need not be reported if this information is not known, but the amount of the subcontract should be indicated.

Supply contracts are not subject to DBA. A supply contract is one that furnishes equipment, materials, or supplies, with no (or only “incidental”) construction activities performed at the project site. Construction is “incidental” if it does not exceed 13 percent of the contract or subcontract price. The County collects documentation to support this percentage.

During project construction, the County conducts interviews with the contractors’ and subcontractors’ workers to verify the accuracy of payroll information. Interviews cover a representative sample of each classification used by the contractor/subcontractor. On-site interviews are conducted whenever possible, but mail interviews may be used if on-site interviews cannot be performed. Discrepancies between information gained in the interviews and payroll data are resolved in a timely manner. Additionally, interviews and resolution of discrepancies are conducted in such a manner as to shield the identity of the worker(s).

Any corrective actions by a contractor must be documented in the project files. For back wages over $10, there must be a copy of the front of the wage restitution check and a signed acknowledgment from the worker stating the amount of the check and that it was received. If there are overtime violations, the County assesses the contractor liquidated damages of $10 per day/per worker for those who should have received overtime. Restitution is also required. The contractor may request a waiver of liquidated damages through the County.

The County will monitor labor compliance for the following items:

- Ensuring payroll information is being submitted and reviewed in a timely manner.
- Ensuring all labor classifications are included in the wage decision or have been confirmed and/or added with County approval.
- Ensuring trainee and apprentice labor classifications are applied in accordance with regulations for those titles.
- Ensuring signed authorizations are on file for any employees with “other” payroll deductions.
- Ensuring interviews have been conducted with the prime contractors and any subcontractor’s employees. HUD Form 11 can be used for interviews.
- In the case of multiple wage decisions, investigating payrolls to ensure that they distinguish which was applied to each worker.
- Posting the wage-rate decision in a conspicuous location at the project site.
site and posting a copy of “Notice to All Employees Working on Federal or Federally Financed Construction Projects” (a copy of this poster and other required posters are available at http://www.dol.gov/whd/regs/compliance/posters/fedprojc.pdf).

If applicable, the County will maintain a file for each construction project subject to labor standards provisions. All documentation is available for HUD review. Documentation includes bid documents containing prevailing wages and applicable wage decisions and labor standards provisions, verification of contractor eligibility, executed construction contracts containing applicable wage and labor standards provisions, pre-construction conference minutes, notification of start of construction, weekly payrolls, apprentice registration records, on site employee interviews and copies of correspondence, memoranda and forms relating to the administration and enforcement of labor standards provisions.

2. Equal Employment Opportunity
Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of federally assisted construction contract must include the equal opportunity clause in accordance with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and implementing regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 4 U.S.C. 3702 and 3704. Less than 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

4. Applicability to CDBG-DR Projects
The Davis-Bacon Act requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government construction projects in excess of $2,000. Specifically, for VHBP projects, Davis-Bacon Related Acts will apply when:

- CDBG-DR pays in whole or in part for any direct costs of construction; AND the project meets one of the following thresholds:
  - Residential (housing): Property has 8 or more units
  - Non-residential: Any construction work valued at more than $2,000

Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works. Davis Bacon does not apply to single-family scattered site...
rehabilitation and reconstruction programs. Work done by a local government’s employees (force account) is not subject to DBA.

5. Subrecipient Responsibility
As a CDBG-DR Grantee, the County is required to administer and enforce the labor standards requirements set forth in Section 570.605 of the regulations of the Housing and Community Development Act of 1974.

J. Anti-Fraud and Compliance Policies
Monroe County will aggressively investigate all allegations of misconduct, fraud, waste or abuse regarding eligibility and the disbursement of award amounts to applicants. Information has been posted on the Monroe County website. With the assistance of our grant management contractor, processes have been developed to ensure applicant information is verified and systems are in place to detect and prevent fraud, waste, or abuse. All suspected cases of fraud, waste or abuse shall be referred to the HUD OIG Fraud Hotline (1-800-347-3735, hotline@hudoig.gov).

Monroe County’s internal controls are set up for responsible management of CDBG-DR funds and support the prevention of fraud, waste, and abuse. Additional information regarding anti-fraud and regulatory compliance can be found in the Internal Control section of this document.

1. Vendors
Monroe County staff will verify the accuracy of information provided by its vendors. Prior to contract execution, the county’s procedures include, but are not limited to,

1) Reviewing debarment lists
2) Searching known databases for information
3) Conducting internet research, and obtaining information available from State and Federal agencies, such as substantiated investigative findings and audit reports

The County staff have established regular channels of communication with other State and local government agencies who are contracting with various entities for services relating to storm recovery efforts in order to be on guard for issues relating to contractor fraud, waste, and abuse. Findings are reported to county procurement staff.

2. Inter-Department Coordination
Effective coordination between County departments and personnel enables all programs, vendors administering county programs, and departments to comply with applicable local, state and federal regulations, prevent and minimize opportunities for fraud, waste and abuse, and effectively fulfill the goals set forth by the county.

The Planning and Environmental Resources Department in conjunction with the Monroe County Land Authority and Budget and Finance Department, perform the following tasks:

1) Gauge the overall progress and effectiveness of project implementation.
2) Identify issues that may compromise program integrity, fund, and service delivery.
3) Work with program and operational staff to implement corrective action and resolutions.
4) Oversee the implementation of the County’s recapture process, if necessary.
5) Provide information and input on how County programs and practices can be improved and enhanced to improve performance, efficiency, and curtail waste, fraud, and abuse.
6) Serve as a layer of oversight to mitigate any potential risks, proactively detect and investigate potential fraud, and identify areas in which to strengthen program capacity and the quality-of-service delivery

The VHBP staff have established a weekly meeting to discuss and review all aspects of the program and its current status. These meetings include VHBP staff, technical service providers and include other County staff as needed. This is designed to provide as much transparency as possible and to allow County staff outside of the program to ask questions or address concerns they may have regarding the program and its management and implementation. These meetings primarily serve to provide a comprehensive status update for all team members, coordinate program implementation, and to review and address any compliance concerns.

K. Conflict of Interest

Conflict of interest situations will be closely monitored, as these situations, if not properly addressed may result in:

1) Loss of HUD funding
2) Voiding any contract funded or supported by HUD
3) Disgorging of any financial gain or benefit received
4) Abstaining from participating in a decision-making capacity
5) Termination, resignation, or loss of position
6) Imposition of civil and/or criminal activities

It shall be a breach of ethics for any employee of Monroe County to participate directly or indirectly in procurement when the employee knows that the employee or any member of the employee’s immediate family has a financial interest pertaining to the procurement, a business or organization in which the employee, or any member of the employee’s immediate family, has a financial interest pertaining to the procurement, or any other person, business or organization with which the employee or any member of the employee’s immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

The conflict-of-interest regulations contained in the subrecipient agreement between Monroe County and DEO requires that the County comply with conflict-of-interest provisions in DEO's procurement policies and procedures. Monroe County prohibits local elected officials, Monroe County employees, and consultants who exercise functions with respect to CDBG-DR Disaster Recovery activities or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, from receiving any benefit from the activity either for themselves or for those with whom they have family or business ties, during their tenure or for one year thereafter.

For purposes of this section, “family” is defined to include parents (including mother-in-law and father-in-law), grandparents, siblings (including sister-in-law and brother-in-law), and children of an official covered under the CDBG-DR conflict of interest regulations at 24 CFR Sec.570.489(h).

DEO is able to consider granting an exception to the conflict-of-interest provision should it be determined by the DEO that Monroe County has adequately and publicly addressed all of the concerns generated by the conflict of interest and that an exception would serve to further the purposes of Title I of the Housing and Community Development Act of 1974 and the effective and efficient administration of the VHBP. Monroe County will not enter into a conflict of interest
1. Remedies and Sanctions
If a contract awardee fails to make a good faith effort to avoid an improper conflict of interest situation or is responsible for the improper conflict situation, the County may (1) suspend payments for HUD related activities, (2) terminate the contract, (3) require reimbursement by the recipient to the County or to HUD of any amounts already disbursed, and/or (4) bar future HUD funded related work.

A number of penalties may be imposed or, remedies, cures, waivers, and exceptions may be pursued, in the event an actual conflict of interest exists. Early disclosure of an actual conflict of interest or potential conflict of interest is critical and may influence the penalty imposed and/or remedy sought. The ultimate disposition depends largely on the nature, extent and severity of the conflict. The evaluation of an actual conflict of interest is fact sensitive and each case requires examination on the merits.

2. Guidance
If a conflict of interest is identified or suspected, covered person(s) shall immediately provide written notification to the Grant Manager and the Monroe County Planning and Environmental Resources Department. At minimum the written notification shall include documentation of the following:

1) Disclosure of the identity of the covered person(s) involved,

2) When and how it was discovered,

3) The nature of the conflict of interest

4) The financial interest or benefit derived or to be derived from the Monroe County HUD sponsored program or funding.

The covered person(s) shall cooperate fully with the County staff and promptly provide any additional information requested by Monroe County to evaluate the conflict of interest. Corrective or punitive actions will be conducted in accordance with the County’s Code of Conduct policies and at the discretion of the Director of Planning and Environmental Resources, Director of Monroe County Land Authority, or the County’s Attorney’s Office and Employee Services departmental staff.

Monroe County will evaluate the circumstances of the conflict of interest and notify DEO of its findings, and if applicable, a request that DEO grant an exception to the conflict-of-interest regulations.

L. Internal Monitoring
The Clerk of the Circuit Court and Comptroller is responsible for the internal auditing of County departments under the BOCC. The Clerk conducts independent, objective reviews and evaluation of all relevant activities under the BOCC and coordinates the single audit with the Board departments and the County’s external auditors. Monroe County has a monitoring process which includes several layers of approvals before funds are expended, allowing the County, in essence, to monitor the use of funds on an individual basis. This process includes multi-level
review of the use of funds. These reviews occur throughout the organization, from the front-line contractor(s) up through the Planning and Environmental Resources Director, the Budget and Finance Department, and ultimately the Clerk of the Circuit Court and Comptroller. At every level of the process, there is an evaluation made to determine that the use of funds is legitimate and in keeping with the requirements of the governing policies, procedures, rules, regulations, ordinances, and laws. If any other determination is reached, the use of funds is delayed until further information is obtained. If the additional information does not result in a positive determination, the use of funds for that purpose will not be allowed. Because the County will be directly overseeing the delivery of all CDBG-DR VHBP activities, monitoring will be an on-going effort. The Grant Administrator will personally monitor all contractors including direct review and approval of all contractor invoices. The Grant Administrator will conduct periodic on-site monitoring and a County Building Inspector will conduct inspections for each property involved in the CDBG-DR VHBP. In addition, the Grant Administrator will directly oversee quality control related to client application, file management, contractor relations with homeowners as well as the public reporting requirements described below.

The Intent of the Internal Monitoring Policies and Procedures are to:

1) Gauge the overall progress and effectiveness of program implementation.
2) Identify and resolve compliance issues that may compromise program integrity, funding, and service delivery.
3) Identify areas that would benefit from technical assistance.
4) Differentiate the types of monitoring techniques that will be used during the monitoring review process.
5) Explain the current monitoring structure model.
6) Identify the role of the Clerk of the Circuit Court and Comptroller along with their essential assigned responsibilities.

1. Internal Controls
Monroe County has existing policies and procedures meeting financial management requirements including: applicable regulations and requirements, financial accountability and records, authorized signatures for payments and checks, requests for payments, bank accounts and checks, escrow accounts, administrative costs, property management, and audit requirements. The County has cash management procedures in place that minimize the elapsed time between receipt and disbursement of CDBG-DR funds.

The organizational structure encompasses risk management measures that establish clear lines of authority and approval, segregation of duties, separation of key processes and authorization and secure access to financial resources.

In summary, Monroe County’s internal controls are set up for responsible management of CDBG-DR funds and support the prevention of fraud, waste, and abuse to ensure:

- No person involved in the VHBP decision-making obtains financial benefit.
- No single-point sign-off of significant transactions.
- Separate recordkeeping for mitigation funds versus general accounting operations.
- Reconciliation of accounts performed by employees not responsible for handling payroll preparation and issuance of paychecks.
- Hiring procedures match required financial skill sets to position descriptions.
- Policies and procedures are in place to maintain effective control and accountability for all cash, real and personal property and other assets.
- Policies and procedures are in place for controlled access to assets and sensitive documents.
- Reasonable measures are in place to safeguard protected personally identifiable information (PII).

The VHBP staff have established a weekly meeting to review the status of the program. These meetings regularly include non-VHBP County staff members to provide additional oversight and transparency regarding the implementation and management of the program. The meetings serve several critical functions which include:

- Updating program and County staff on the status of individual projects.
- Review of the financial status of the program.
- Discussion of concerns or challenges, current or anticipated.
- Allowing staff to discuss implementation to ensure program consistency.
- Ongoing compliance oversight and updates.
- Provides opportunities for the team to be updated on discussions or directions from DEO.
- Allows the team to identify issues or concerns which may need to be presented to DEO for consideration.
- Help in the prevention of fraud, waste, and abuse.

2. **Internal Auditor**

The Clerk of the Circuit Court and Comptroller (internal auditor) will provide both programmatic and financial oversight of grantee activities in order to comply with Federal Register Vol. 84, No. 169, V.A.1. a.

The role of the Clerk of the Circuit Court and Comptroller is to conduct internal monitoring/audits of County administered programs as directed. The auditor will also be responsible for the review and evaluation of internal controls related to the County’s CDBG-DR VHBP and coordination of external audits or monitoring by state and federal agencies. In addition, the internal auditor will be responsible for managing CDBG-DR Quality Assurance/Quality Control programmatic processes and coordinating the county’s efforts to detect fraud, waste, and abuse in the VHBP.

The internal auditor plays an important role in looking for errors and instances of malfeasance for procurements and program delivery as part of the County’s administration of its CDBG-DR funds. The internal auditor verifies that the County has in place procedures to perform price and cost analysis of proposed expenditures of grant funds and that analyses are performed, when required.

The internal auditor evaluates documentation maintained by the County, regarding price and cost analysis, and verifies inclusion of evidence that all costs are allowable, allocable, and reasonable.

The internal auditor is responsible for preparing a report that describes all internal control
activities, its testing of those controls, and any concerns or issues noted during its review. The report will include a Schedule of Expenditures as described under 2 CFR 200.510(b). Since audits will be conducted annually audit requirements under 2 CFR 200.501 will be addressed regardless of the amount of funds expended by the VHBP. All audits will be conducted in accordance with 2 CFR 200 Subpart F and will conform to the scope described in 2 CFR 200.514. The internal auditor will submit any requested auditing reports to DEO upon their request.

As necessary, the Grant Manager along with its partners, develops an appropriate corrective action plan to strengthen the controls that mitigate, and address concerns or findings noted in the internal auditor’s report. Documentation is required to ensure that corrective action has taken place prior to closing out concerns or findings.

The County follows the ‘Disciplinary Policies and Procedures’ section of the County of Monroe Employee Handbook. Instances of fraud, waste, and abuse will be referred to the HUD OIG Fraud Hotline (phone: 1-800-347-3735 or email: hotline@hudoig.gov).

3. Record Management
Monroe County will maintain all files electronically in the County’s data management system, RecoveryTrac CMS. RecoveryTrac CMS is a closed, encrypted Microsoft system that requires both an account and a license to access data. Only authorized Tetra Tech employees and select Monroe County staff have access to the system.

In RecoveryTrac, the case manager provides daily maintenance and follow-up record keeping on individual cases.

General program administration documents will be developed and maintained by the Grant Administrator and kept in a secured location or on secure servers. These files will maintain documentation for the following items:

- Application Intake
- Eligibility review and determination
- Environmental review
- Procurement
- Invoicing and payment
- Change orders
- Local regulatory compliance (permitting, legal review, etc.)
- Program income
- Close out

The Grant Manager will provide periodic oversight of these records and will review the progress and records of any active projects as well as those that have yet to begin to ensure they are progressing in a timely manner. Formal monitoring is described in the VHBP Internal Monitoring section of this document.

Information maintained in project records will provide necessary data to complete reports and will be utilized during audits and monitoring to provide information needed as part of these activities. Information included in files may be supplemented with financial reports in order to provide concise details regarding specific project financial records. Once the VHBP has fully expended all funds and the VHBP is closed, records will be maintained by
the Planning and Environmental Resources Department for security. All records will be maintained for a minimum of six years after DEO issues the final closeout for this award.

M. Appeals & Complaints
Monroe County will institute a complaint and appeals process to address citizen concerns and applicant grievances. The purpose of these procedures is to set forth guidelines for processing complaints and appeals to address grievances or concerns by participants in Monroe County’s Voluntary Home Buyout Program. The Monroe County Voluntary Home Buyout Program will accept informal verbal complaints and/or formal written complaints regarding the activities undertaken by the VHBP. Complaints will be reviewed in a progressive order and evaluated by program staff and elevated to the appropriate County staff for consideration if necessary. Appeals will also be reviewed in a progressive order and evaluated by County staff for consideration, with a progressive elevation of appeals to the Board of County Commission making the ultimate decision on the limited appeal items.

1. Complaint Process
The County will review and consider VHBP verbal and written complaints related to the administration of the VHBP. There are two types of complaints which can be submitted to the County for consideration which are described below.

Informal Complaints - Complaints which are submitted to a County representative by phone; by an in-person discussion; or through an informal letter (not a Formal Complaint Form).

Formal Written Complaints - Complaints which are submitted via a completed Formal Complaint Form. The Formal Complaint Form must be submitted to the Voluntary Home Buyout Program through email or mail. If other accommodations are required to deliver a Formal Complaint form such as utilizing a drop off location, please call 305-453-8756.

Written complaints should be sent via email or mail to:
Mail: Monroe County Voluntary Home Buyout Program
102050 Overseas Highway
Key Largo, Florida 33037
Email: Buyouts@MonroeCounty-FL.gov

Case Manager/Technical Staff Complaint Review
After receiving an informal complaint, every effort will be made to address grievances at the VHBP staff level. The case manager and technical support staff will review all concerns, suggestions, requests, and will address the issue. The case manager will provide a written or email response within 10 business days of receipt of an informal complaint by issuing a Staff Decision Memorandum. If a complainant disagrees with a case manager’s Staff Decision Memorandum regarding the informal complaint, they can submit a Formal Complaint Form for further review and consideration by the case manager. The case manager will provide a written response, mailed certified return receipt, within 10 business days of receipt of the Formal Written Complaint by issuing a new Staff Decision Memorandum regarding the formal complaint.

If a complainant still disagrees with a case manager’s Staff Decision Memorandum regarding the formal complaint, they can then elevate the decision to the Grant Manager through submittal of a separate/new Formal Complaint Form with a copy of the Staff Decision Memorandum(s) via email or postal delivery. The Grant Manager will provide a
written response, mailed certified return receipt, within 10 business days of receipt of the Formal Compliant Form by issuing a Grant Manager Decision Memorandum. Decisions rendered by the Grant Manager for complaints that are not subject to appeal as described below are final. Any formal written complaints that are subject to appeal as described below can be escalated to an appeal and the complainant will be required to complete and submit a written Appeal Form.

2. Appeals Process
Citizens and applicants who are dissatisfied with the following items may formally appeal those decisions and follow the appeals process outlined below:

- A program eligibility determination; and/or
- A program assistance award calculation; and/or
- A program decision concerning housing unit damage and the resulting program outcome

An appeal is a request for reevaluation and reconsideration of a previous finding or decision made as part of the VHBP or made in response to a previously submitted complaint.

All decisions made by Monroe County staff, representatives or elected officials must be in accordance with all applicable federal, state and local laws and regulations.

If a complainant disagrees with a Formal Complaint Decision Memorandum by the Grant Manager, for one of the three Appealable decisions, they can appeal the decision to the Grant Manager through submittal of a separate/new Appeal Form with a copy of the Formal Complain Decision Memorandum(s) via postal delivery. The appeals process may include the following levels of review:

Level 1: Grant Manager
Level 2: Department Director
Level 3: Monroe County Board of County Commissioners
Level 4: DEO
Level 5: HUD

Level 1: Grant Manager
Working with the case manager and technical staff, the Grant Manager will review the Appeal, Decision Memorandum(s) from the complaint process, and Appeal Form and will address the appeal issue unless it must be escalated to the Department Director. The Grant Manager will provide a written response within 10 business days of receipt of the complaint in a Grant Manager Decision Memorandum via mail certified return receipt. If a complainant disagrees with the Grant Manager’s decision, they can appeal to the Department Director for review through submittal of a separate/new Appeal Form with a copy of the Decision Memorandum(s) and complaint form(s) via email or postal delivery.

Level 2: Department Director
The Department Director will receive and review all appeals forwarded by the Grant Manager. The Department Director will address the citizen and applicant complaints and/or provide them with a request for additional information or a written decision within fifteen (15) business days. The Department Director will document any appeal review meeting(s), decision(s) and rationale in a Department Director Decision Memorandum to be kept on
file. Once the Department Director decision has been rendered, the Grant Manager will communicate the decision in a written response via mail certified return receipt to the applicant and inform them of their right to appeal to the Board of County Commissioners. The Appeal Request, Decision Memoranda(s) and complaint form(s) will be processed for BOCC review by the Department Director if determined to be a legal appeal by the County Attorney’s office.

**Level 3: Board of County Commissioners (BOCC)**

After review by Monroe County Attorney’s Office to confirm that the relief sought under the appeal is permissible and consistent with all applicable federal, state and local laws and regulations, if it is determined by the Monroe County Attorney’s Office, in writing, that granting the appeal would violate any applicable federal, state, or local laws and regulations, the BOCC will not have discretion to rule on the appeal and therefore the appeal will not be forwarded to the BOCC for consideration at a public hearing. For those appeals that would not violate any applicable laws and regulations, the BOCC will receive and review the appeals forwarded by the Department Director and the Legal Department. The County will document each decision made by the BOCC regarding an appeal associated with the Monroe County VHBP. A copy of the decision will be maintained among program files for review and reference and it will be mailed, certified return receipt to the applicant. Once the BOCC has rendered a decision, the Grant Manager will communicate the decision in a response to each applicant and inform them of their right to appeal the BOCC decision to the Florida Department of Economic Opportunity (DEO). The BOCC decision will also be forwarded to DEO for their file.

**Level 4: Florida Department of Economic Opportunity**

Citizens may file a written complaint or appeal through the Office of Disaster Recovery email at [CDBG-DR@deo.myflorida.com](mailto:CDBG-DR@deo.myflorida.com) or submit by postal mail to the address below. Citizens are encouraged, however, to attempt to resolve any complaints at the local level as outlined above prior to contacting the DEO.

- The Florida Department of Economic Opportunity
- Office of Disaster Recovery
- 107 E. Madison Street
- Caldwell Building, MSC 160
- Tallahassee, Florida 32399

**Level 5: Regional HUD**

If, at the conclusion of the appeals process, the complainant has not been satisfied with the response, a formal complaint may then be addressed directly to the regional Department of Housing and Urban Development (HUD) at:

- Department of Housing & Urban Development
- Charles E. Bennet Federal Building
- 400 West Bay Street, Suite 1015
- Jacksonville, FL 32202

**Complaints regarding Fraud, Waste of Abuse of Government Funds and Complaints regarding Fair Housing Laws**

Complaints regarding fraud, waste or abuse of government funds should be forwarded to the U.S. Department of Housing and Urban Development Office of Inspector General Fraud Hotline (phone: 1-800-347-3735, email: [hotline@hudoig.gov](mailto:hotline@hudoig.gov)).
Complaints alleging violation of fair housing laws should be directed to U.S. HUD for review by mail:

U.S. HUD Community Planning and Development Division
Atlanta Regional Office
Five Points Plaza Building
40 Marietta Street
Atlanta, GA 30303-2806

Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination: 1-800-669-9777 (toll free), 1-800-927-9275 (TTY), or www.hud.gov/fairhousing.

N. Compliance Monitoring

Monroe County has established a monitoring/oversight program to ensure that buyout assistance is being provided to eligible owners, for eligible properties, and in the proper assistance amounts. On a weekly basis, the Grant Manager, in coordination with the County’s technical consultant and other County staff, will conduct program status update meetings. These meetings include compliance monitoring reviews of the CDBG-DR VHBP, its projects, and general program management and implementation. These meetings often include updates to the Department Director and/or other County staff. Additionally, the Case Manager also conducts monitoring activities by reviewing files approximately every 10-14 days to provide applicants and staff with project updates. The program staff will also utilize technical service resources, not involved with the Monroe County VHBP, to review each project file for completeness before they are sent to DEO for review. These reviews are conducted to keep all files up to date and to help identify any compliance concerns such as the following:

- Case management error
- PPI violation
- Drawdown or fund redistribution error at the VHBP manager level
- Procurement error
- Program implementation error

Corrective actions will be taken immediately to address any identified errors. Issues and findings will be recorded as will the corrective actions addressing the identified issue. The Grant Manager will maintain documentation of issues and findings identified during monitoring and audits, as well as, record any issues found by staff or the County’s consultant during program implementation and management. The corrective actions must address the issues in as expeditious a manner as possible. The corrective actions will not only serve to rectify the identified issues or findings but will also provide any reparations, staff adjustments, staff training, rebidding, public notification, P&P revisions, and financial corrections as is necessary and applicable.

Issues and findings identified which arise due to financial recordation or processing error will be managed by the Budget and Finance Department in coordination with the Planning and Environmental Resources Department. Any issues and findings involving the Budget and Finance Department will be recorded and corrective actions will be undertaken which address the issues in as expeditious a manner as possible. The corrective actions will not only serve to rectify the identified issues or findings but will also provide any staff adjustment, staff training, policy and procedure revisions or other activities as necessary to ensure the issues are not
repeated. Corrective actions will ensure that all impacts are fully addressed, and any regulatory or procedural violations are thoroughly addressed in a permanent fashion.

O. DEO Monitoring
Monroe County will maintain constant communication with DEO regarding management and implementation of CDBG-DR funds. To support DEO with program oversight, each project file will be submitted to DEO for review of specific items per the County’s sub-recipient agreement with DEO. These items include a review of DOB material, any URA actions, property appraisal, environmental review and any project specific notes or considerations. Any procurement documents will also be submitted to DEO for review and approval before distribution or publication.

Monroe County will submit to monitoring of its activities by DEO as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the Monroe County Sub-Recipient Agreement. Monroe County will work with DEO staff in preparation of any program monitoring. VHBP will work to collect any documents or information DEO may need during monitoring in order to support an efficient and informative monitoring process. The County will make program staff available during DEO monitoring and will provide DEO with access to all program files and documents.

P. Performance Reviews and Audits
Monroe County will make available to the DEO and HUD all records requested for performance reviews and audits for at least five years beyond the closing of the grant. Monroe County shall have a single or program specific audit conducted annually in accordance with the applicable federal requirements.

Q. Record Retention
All official records on programs and individual activities shall be maintained for at least six years beyond the closing of the grant between the DEO and HUD. Applicant records will be maintained electronically in the DEO’s system of record.

The County will retain sufficient records for a period of six years after DEO issues the final closeout for this award.

R. DEO Reporting
Monroe County will provide all DEO required reporting in compliance with the sub-recipient agreement. All reporting will be completed by the Grant Administrator or their representative. In order to comply with the sub-recipient agreement, the County will undertake the following reporting activities:

- The County will make every effort to submit reports in a timely manner in accordance with 2 CFR 200 Subpart F, 215.97 F.S. and Chapters 10.550 or 10.650.
- The County will submit a monthly report on forms provided by DEO no later than 10 calendar days after the end of each month.
- The County will submit quarterly reports to DEO as requested on DEO provided forms no later than the tenth day of every April, July, October, and January.
- The County will submit HUD form 2516 to DEO’s SERA reporting system no later than April 15 and October 15 of each year.
• Audits will be conducted in accordance with 2 C.F.R. part 200 and submitted to DEO no later than nine months from the end of the Subrecipients fiscal year when audit thresholds are reached. If an audit threshold is not met, then an Audit Certification Memo will be provided to DEO no later than nine months from the end of the Subrecipients fiscal year.

• An Audit Compliance Certification form will be emailed to audit@deo.myflorida.com within sixty (60) calendar days of the end of each fiscal year.

• HUD summary form HUD-60002 must be completed and submitted through DEO’s SERA reporting system by July 31 annually.

• The County will provide copies of all performance and payment bonds and Notices to Proceed for contractor work as part of its reporting responsibilities with DEO.

In the event the County expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year, the County must of a State Single audit. In determining the state financial assistance expended in its fiscal year, the County will consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements. The cost of this audit is paid from non-state entity’s resources. Copies of financial reporting packages required by PART II of the Sub-Recipient Agreement with DEO shall be submitted by or on behalf of the Subrecipient directly to each of the following:

1. DEO at the following address:
   a. Electronic Copies: Audit@deo.myflorida.com

2. The Auditor’s General’s Office at the following address:
   a. Auditor General
      Local Government Audits/342
      Claude Pepper Building, Room 401
      111 West Madison St.
      Tallahassee, FL 32399
      Email flaudegen-localgovt@aud.state.fl.us.

S. Affirmative Marketing/Fair Housing

Monroe County will undertake and manage the CDBG-DR VHBP in conformity with the federal Fair Housing Act, the Florida Fair Housing Act, Section 104(b)(2) of the Housing Community Development (HCD) Act of 1974 and other federal and state regulations governing fair housing. Additionally, the County will adhere to fair housing requirements outlined in the subrecipient agreement with FL DEO. In managing and implementing the VHBP the County will take actions to ensure that no person shall, on the ground of race, color, national origin, religion, sex, sexual orientation, age, familial status, or disability, be:

• excluded from participation in
• be denied the benefits of
• be subjected to discrimination under
• or be denied access to the CDBG-DR VHBP.
The County has adopted a resolution for VHBP Fair Housing Activities which included the designation of the VHBP Project Manager (also known as the Local Government Project Contact in the VHBP Subrecipient Agreement) as the Fair Housing Coordinator. The County will undertake the following activities in order to comply with fair housing regulations and to affirmatively further fair housing through the VHBP:

- Fair housing informational posters will be located in the VHBP offices notifying the public of their fair housing rights.

- The County will include contact information for both the Fair Housing Coordinator as well as state and HUD fair housing contacts on the County’s website.

- The County will engage in quarterly fair housing activities and report those as required by the Subrecipient Agreement.

- The County has developed a formal fair housing complaint form and the Fair Housing Coordinator will record all formal complaints and refer complainants to the appropriate fair housing specialist through the state or HUD offices. Fair Housing Complaint forms for the Florida Commission on Human Relations and HUD will also be maintained on file by the Fair Housing Coordinator and available to the public. VHBP staff will provide copies of any received complaint forms to the Monroe County Housing Authority.

- The Fair Housing Coordinator will maintain a record of any related calls including a log of calls received, the nature of the call, the actions taken, and any resulting referrals.

- While the Fair Housing Coordinator does not have the legal authority pursue or enforce potential fair housing issues or violations outside of the scope of the VHBP, the Fair Housing Coordinator will provide complainants with the necessary contacts to further address those issues or may contact those additional fair housing resources as deemed appropriate.

- In addition to ensuring that fair housing conflicts do not arise through the implementation of the VHBP, the Fair Housing Coordinator will provide applicants with fair housing resources if fair housing conflicts appear to occur outside of the direct oversight of the VHBP. This may include cases where applicants seeking relocation housing may appear to be subject of fair housing issues or discrimination.

Monroe County will take additional measures to affirmatively market the CDBG Disaster Recovery Program, as follows:

- Monroe County will make all efforts to communicate, both orally and in writing, in appropriate languages to affected residents. Content on the county’s webpage is accessible through language translation tools provided on the webpage, see https://www.monroecounty-fl.gov/1033/Accessibility.

- Monroe County will provide reasonable accommodations as needed to make the VHBP accessible to people with disabilities. Content on the county’s webpage has been designed with accessibility guidelines and links to accessibility tools are provided on the webpage, see https://www.monroecounty-fl.gov/1033/Accessibility.

- Monroe County will retain documentation of all marketing measures used, including copies of all advertisements and announcements that will be available for public viewing upon request.

The County will retain all fair housing documentation and records in compliance with the record retention policies of the VHBP.
V. Voluntary Home Buyout Program Implementation

The VHBP assists single family homeowners who suffered damage to their residential property from Hurricane Irma to dispose of their damaged property and move out of high hazard areas prone to flooding. In order for a single-family property to potentially qualify as a buyout, the property must be located in a floodway or floodplain and must consist of a single family, owner occupied, detached, single unit structure. The County will offer the current fair-market value of the properties to be acquired. Properties which are acquired by the County will be cleared with all structures being removed from the site. The site will have all utilities terminated and capped at the road and will be properly graded to allow for drainage. Properties acquired by the County will be maintained as green space with uses limited to floodplain/wetlands management and/or passive recreational purposes in perpetuity.

A. Application Intake Process

Applicants will be required to complete a program application to be submitted to the VHBP case manager in a manner that is prescribed. Reasonable accommodations will be available as needed for submission of applications. Case Management consultation with the applicants will be conducted remotely in the order in which the applications are received. The consultations will include the submission of the application and all supporting documentation to verify eligibility criteria. Applications will be advanced as they are completed which may result in registrants being advanced out of the first come first served order due to a lag in the application completion process.

All applicants must sign the VHBP’s Consent and Release, Fraud Acknowledgement, and other program-related documents as needed, in accordance with each applicant’s particular situation. All owner-occupants should be listed on the VHBP application. All owner-occupants must sign all program forms.

All owner-occupants and non-occupant owners should be listed on the VHBP application. All owner-occupants must sign all program forms. Owners who are not occupants must agree to and sign off on any form required for the County to acquire the property. The VHBP is not liable for any dispute arising between owner-occupants and non-occupant owners.

Once a person has completed an application, he or she will then be an active applicant to the VHBP. From that point forward, applicant(s) must abide by all VHBP policies and procedures outlined in this manual.

B. Eligibility and Priority Criteria for Voluntary Home Buyout Program

1. Federal Eligibility Requirements

This is a Voluntary Home Buyout Program. In order to comply with the requirements set forth in 49 CFR 24.101(b)(1), all acquisitions will meet the following:

- No specific site or property needs to be acquired
- The property to be acquired is not part of an intended, planned, or designated project area where all or substantially all of the property within the area is to be acquired within specific time limits.
Monroe County will not acquire the property if negotiations fail to result in an amicable agreement, and the owner is so informed in writing.

Monroe County will inform the owner in writing of what it believes to be the market value of the property.

2. Applicant Eligibility Requirements
To be eligible for consideration by Monroe County for volunteer home buyout, the applicant must be:

1. The owner of the property. (A tenant in a rental property is not eligible.)
2. The owner must not have tenants in the property at the time of application submission and throughout the VHBP application process to remain eligible. (Properties that are tenant occupied are not eligible).
3. The owner must be willing to relinquish all development rights to the property, including but not limited to allocations granted under the County’s Rate of Growth Ordinance (ROGO).

3. National Objective
The VHBP is being implemented to meet the LMI National Objective described in II(A)

The applicant’s qualification as LMH or LMA will be determined at the time of application intake and verified through the application verification process. Once determined the National Objective will be the same for all activities associated with the buyout of the applicant’s parcel (acquisition, clearance and demo, relocation assistance).

4. VHBP Scoring
Monroe County will rate home buyout applications based upon a combination of state and local prioritization criteria. The scoring method will be as follows:

State of Florida Required Scoring Criteria:
1) Benefit to LMI households–maximum of 20 points combined:
   a. LMI household: 5 points.
   b. LMI household that occupies anyone 62 or older: 5 points.
   c. LMI household that occupies anyone under age 18: 5 points.
   d. LMI household that includes anyone that is disabled, handicapped, or has special needs: 5 points.
2) Low- and moderate-income households that did not have flood insurance at the time of the disaster: 10 points.

Monroe County Scoring Criteria
Through Resolution No. 056-2021 the Board of County Commissioners authorized Voluntary Home Buyout Local Program Prioritization Criteria for selection of properties interested in the Voluntary Home Buyout Program Utilizing Community Development Block Grant- Disaster Recovery Funding.

The proposed Monroe County point allocation criteria is as follows:

1. 5 pts for homes that were substantially damaged as a result of Hurricane Irma
2. 5 pts for homes located in the V Zone as designated by the Federal Emergency
3. 5 pts for repetitive loss structures as designated by the National Flood Insurance Program
4. 10 pts for severe repetitive loss structures as designated by the National Flood Insurance Program
5. 5 pts for high probability of sea level rise inundation on the property or roads adjacent to the property as that inundation data correlates to the map series as accepted by the Monroe County Board of County Commissioners and incorporated into the County’s GreenKeys Plan Technical Appendix C. The County may consider other such data that is appropriate and useful to determine inundation.
6. 5 pts for when the home was the property owner/applicant(s)’ primary residence at the time of Hurricane Irma. Primary residency will be based upon homestead status with the Monroe County Property Appraiser.

Second Homes - To help accomplish the overall goals of the VHBP, Monroe County wishes to provide buyout assistance to as many volunteers as possible within the Buyout Area. Therefore, owners who volunteer for buyout on homes that qualified as their second home at the time of the disaster, or following the disaster, may also be eligible to participate in the VHBP but are not eligible for residential relocation incentives.

5. Structure Type
Eligible properties must be a residential dwelling structure or vacant lot. A dwelling structure is defined as a residential space that is a place of permanent habitation for a person or family that contains a living room, kitchen area, sleeping area, and bathroom(s).

Eligible Structure Types
- Single family property (detached and attached 1-4 units)
- Modular home/Manufactured home
- Vacant land

The VHBP will acquire properties from owners who agree to voluntarily participate in the VHBP. However, several of the structure types listed above may include occupants that are not the owner and who will be required to move from the unit involuntarily. Since these occupants may be displaced, Monroe County will follow the URA requirements, as amended by the applicable Federal Register Notices for each disaster allocation.

6. Property Type
Property is the land and improvements listed on the title or property appraiser records as published on Monroe County Property Appraiser’s Database at http://gpublic.net/fl/monroe/ on which the owner-occupant unit is located.

The following types of ownership are ineligible for assistance under the VHBP:
1) Applicants who lost ownership of their property due to foreclosure, properties with outstanding suits, judgments and tax liens that would jeopardize ownership may be ineligible for assistance.
2) Properties located where federal assistance is not permitted are ineligible for
assistance.


7. Property Requirements
Homeowners who own a property in Monroe County may be eligible to receive buyout assistance and will be prioritized to receive assistance. For the property to qualify for the VHBP the property must meet the following requirements:

1) Located in the unincorporated Monroe County jurisdiction
2) Have been damaged by Hurricane Irma in 2017

Additionally, a property may be eligible for buyout assistance if an applicant originally applied for rehabilitation or reconstruction assistance, but the site could not be environmentally cleared, and conditions could not be mitigated to HUD standards for housing rehabilitation or reconstruction assistance due to the following conditions:

1) Any house in the floodway that cannot be moved or rebuilt within the property boundaries, or
2) Any house seeking reconstruction assistance with a noise-impact that cannot be mitigated to HUD acceptable levels, or
3) Any house that is not a clear site for hazardous toxins Environment Quality (TCEQ) without compliant mitigation possible, or
4) Any house seeking reconstruction assistance outside HUD's Acceptable Safe Distance guidelines from a flammable or explosive hazard.

8. Owner Requirements
In addition to the requirements for each property to be eligible for assistance, owners of the properties must also meet certain requirements in order to be eligible to receive buyout assistance.

In order to qualify, all of the following must pertain to the homeowner/applicant:

- Homeowner must have clear title to the property
- Homeowner must be current on property taxes, on an approved payment plan or be awarded a tax deferral.
- To be eligible for housing replacement incentives, homeowners must agree to move to an area with reduced risk of flood.
- The buyout may be a result of environmental review restrictions in which the environmental review deems the property not eligible for other rehabilitation or reconstruction assistance.
- NFIP Check – The County will review all applications to determine if prior assistance was received on the home and if the homeowner met flood insurance requirements (if applicable).

Participants in the VHBP will be required to certify all eligibility criteria and must acknowledge agreement to the following false claims statement provided on VHBP documents and forms:
“Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001, and 31 U.S.C. 3729.”

9. Income Eligibility
   a) LMH
      The adjusted gross household income will be determined and verified in accordance with HUD approved Adjusted Gross Income methodology utilizing the IRS 1040 “long form”. IRS 1040 forms will be collected for all household members as applicable. Dependents and their potential income will be recorded as such as indicated on IRS 1040 forms. Adjusted gross incomes as indicated on the IRS 1040 forms will be recorded for all household members and combined to calculate a total household income. The case manager will conduct the eligibility review and complete the Income Verification Form for each application. The Income Verification Form is a worksheet designed to collect all adjusted gross income data for all household members to calculate Total Household Income. This Total Household Income must meet the income eligibility criteria set by HUD for LMI qualified households to qualify under the LMI priority. Monroe County will use the IRS Form 1040 Adjusted Gross Income (AGI) method of income calculation for purposes of identifying and confirming household income unless the applicant did not file a Federal Income tax form for the most recent year. Self-employed applicants will be required to submit the most recent two years of Federal income tax forms. If the applicant did not file an income tax return, then the AGI Worksheet method will be used to determine Low-Mod eligibility. Income limits are established by HUD and updated annually.

   b) LMA
      VHBP staff collected LMI data provided through HUD and used this data to develop maps indicating LMI qualified block groups. The applicant addresses for properties being considered for the VHBP were then overlayed on this map. This allowed the VHBP staff to verify whether properties were located in the qualified block groups thereby making them eligible to meet the LMA eligibility criteria.

10. Authorization for Program to Contact Third Parties
    The Property Owner explicitly allows the VHBP to request of any company with which the Property Owner held Policies or FEMA or SBA, any non-public or confidential information needed by the VHBP to monitor/enforce its interest in the rights assigned to it under the Consent and Release Agreement, and to give the Property Owner’s consent to such company to release said information to the Monroe County Voluntary Home Buyout Program.

C. Verification Process
   1. Proof of Ownership
      The VHBP verifies ownership through the provision of a deed to the property. The Case Manager also adds the County’s property cards provided by associated municipality into the Applicant’s records for each property. Ownership must be maintained until the project is complete and the applicant is able to occupy the dwelling. Ownership can be documented as follows:
      - Property deed
• If you own a manufactured home (mobile home) you will need to bring a Title History from the DMV and the deed for ownership of the land on which the mobile home sits
• In the absence of a Property Deed, alternative documentation will be considered on a case-by-case basis.
  a) Trust
Property held in trust for the benefit of natural persons can be eligible for assistance as long as at least one of the Owner-Applicants are a current beneficiary of the Trust. The trustee’s powers must include the ability to affect the damaged property. If the trustee’s powers do not include the ability to affect the property, the beneficiaries with an interest in the property must sign the closing documents along with the Trustee. The applicable agreements must be executed by trustee(s) unless the trust distributes the property to a beneficiary, in which event the beneficiary receiving the property must execute the applicable agreement.

b) Death of Eligible Owner
If the homeowner passes away before closing the transaction occurs, the heir to the property may be eligible to proceed with the sale of the property once succession has been established. The heir must meet all eligibility requirements.

If an eligible owner dies and leaves their damaged property to a business entity, the application is ineligible for assistance.

2. Income Verification
Per DEO guidelines, a household participating in the VHBP must be either LMH or LMA criteria as established by the United States Office of Housing and Urban Development (HUD). Verification for LMH and LMA are outlined below:

  a) Low- to Moderate Income Household (LMH)
The adjusted gross household income will be determined and verified in accordance with HUD approved Adjusted Gross Income methodology utilizing the IRS 1040 for the current tax year. If a household member has not filed a 1040 and is not included on the 1040 of someone else, W2’s 1099’s, or 3 months paystubs may be submitted for calculation of the AGI. Self-employed applicants will be required to submit the most recent two years of Federal income tax forms. If the applicant did not file an income tax return, then the AGI Income Eligibility Calculation form will be used to determine Low-Mod eligibility.

Income documentation will be collected for all household members 18 and older. Dependents and their potential income will be recorded as such as indicated on IRS 1040 forms. If a household’s total annual income is comprised of multiple IRS 1040 forms, adjusted gross incomes, as indicated on the IRS 1040 forms will be recorded for all household members and combined to calculate a total household income.
The case manager will conduct the eligibility review and complete the Income Certification Form for each application. The Income Certification Form is a worksheet designed to collect all adjusted gross income data for all household members to calculate Total Household Income. This Total Household Income must meet the income eligibility criteria set by HUD for the household size in Monroe County, Florida for the current tax year to be considered LMH. Income limits are established by HUD and updated annually. The Applicant’s income is certified at the end of the income review process, and re-certified on an as-needed basis.

b) Low to Moderate Income Area (LMA)
VHBP staff collected Low to Moderate Income (LMI) data provided through HUD and used this data to develop maps indicating LMI qualified block groups. The applicant addresses for properties being considered for the VHBP were then overlaid on this map. This allowed the VHBP staff to verify whether properties under consideration were located in the qualified LMI block groups, thereby making them eligible to meet the LMA eligibility criteria.

c) Authorization for Program to Contact Third Parties
The Property Owner explicitly allows the VHBP to request of any company with which the Property Owner held Policies or FEMA or SBA, any non-public or confidential information needed by the VHBP to monitor/enforce its interest in the rights assigned to it under the Consent and Release Agreement, and to give the Property Owner’s consent to such company to release said information to the Monroe County Voluntary Home Buyout Program.

3. Identity Verification
Owners’ identity and U.S. Citizenship will be verified through the submission of Real ID documentation. Real ID documentation in the State of Florida is indicated by a yellow star in the top right corner of a current and valid Florida Driver’s License. A current and valid U.S. Passport, Birth Certificate, Certificate of Citizenship, or Naturalization Certificate may also be submitted for verification of the applicant’s identity and U.S. Citizenship status.

4. Primary Residency Verification
Documentation of primary residency is provided, if needed, through the Program’s “Certification of Primary Residency” which is signed by the Applicant(s). Primary Residency is not an eligibility requirement for the VHBP but can be used as a priority scoring criteria by the Program.

5. Disaster Damage Verification
Disaster damage will be documented as follows:

- A County inspection report/Damage Assessment (complete with photos of the damage and a written assessment of the level of damage) conducted by a certified or licensed inspector (HQS, TREC, or similar license) must be supplied that certifies the damage occurred as a result of the event

- If the above-referenced documentation is not available, FEMA, Small Business Administration (SBA) or Insurance Award Letters

- If FEMA, SBA, or Insurance Award Letters are not available and an inspection report is inconclusive as to the cause of the damage, alternative evidence may be provided,
such as neighborhood-level media reports or documentation of damage by disaster response/relief organizations.

If an applicant was denied assistance by FEMA, assistance through the CDBG-DR Program may still be available. Applicants are not solely ineligible based on a denial by FEMA.

D. Environmental Review
CDBG-DR buyout assistance is contingent on compliance with the National Environmental Policy Act (NEPA) and related environmental, historic preservation legislation and executive orders. Accordingly, environmental review activities are carried out for site contamination, demolition control, and documented prior to commitment of funds. The County must complete an environmental review of the property being acquired prior to and must be conducted in conformity with related environmental and historic preservation legislation and executive orders found at 24 CFR Part 58. Additionally, CDBG-DR funds provided to assist applicants in the activity of securing a new home are also subject review.

E. URA Implementation
Under the Uniform Relocation Act (URA) displaced persons are eligible to the following benefits:

- Advisory services
- Offer of a comparable replacement unit
- Replacement housing payments
- Moving expenses.

Under the URA, the term "displaced person" means:

1) A person who moves permanently from the real property after the property owner (or person in control of the site) issues a vacate notice to the person, or refuses to renew an expiring lease in order to evade the responsibility to provide relocation assistance, if the move occurs on or after:
   a. The date the Grantee submits a project application for CDBG-DR funds for the project that is later approved, if the Grantee has site control; or,
   b. If the date the Grantee obtains site control, occurs after the project application is submitted and approved.

2) A person who moves permanently from the real property after the initiation of negotiations, unless the person is a tenant who was issued a written notice of the expected displacement prior to occupying the property (otherwise known as a “Notice of Eligibility for Relocation Assistance”).

3) A person who moves permanently and was not issued a Notice of Non-displacement after the application for CDBG-DR funds is approved.

If any buyout properties with renters or tenants are deemed eligible for relocation assistance, Monroe County will provide assistance to the renter(s) occupying the property. As a displaced tenant under URA, a tenant is eligible to receive two types of assistance: Moving Assistance and Replacement Housing Assistance. The Moving Assistance can be an actual reasonable moving and related expenses reimbursement or a fixed payment for moving expenses determined by a schedule published by the Federal Highway Administration. The Replacement Housing Assistance can take two forms, Rental Assistance or Down Payment Assistance. If the displaced
tenant chooses to continue to rent a dwelling, the award amount they are eligible for is 42 months times the difference in rent/utilities of their current rent and their replacement dwelling (including lot rent, if a mobile home unit). Rental Assistance is capped at $7,200.00 for 90-day occupants, except in situations where housing of last resort applies. Another option is for the displaced tenant to purchase a new home and receive a lump sum Down Payment Assistance. If the displaced tenant elects to receive lump sum Down Payment Assistance, their award cannot exceed what they would have been eligible for had they continued to rent a unit.

Tenants seeking assistance with moving expenses must complete Form C-25 – Residential Claims for Moving and Related Expenses. This form will be made available by the County.

1. URA Purpose
   Monroe County is undertaking a program funded through the U.S. Department of Housing and Urban Development (HUD) which may result in the relocation of persons from their current residences. The VHBP may result in tenants renting a portion of an owner-occupied unit being displaced as properties are acquired by the County for demolition, clearance and conversion to open space. The properties are being voluntarily sold to the County by the property owners, however, some properties contain residential rental units making the tenants eligible for assistance under the Uniform Relocation Act of 1970.

   Monroe County understands that it must provide the options for assistance to those who may be involuntarily displaced from their current residence due to programs or projects funded by HUD. The process for relocation assistance for persons displaced by the VHBP will include the following:
   - Identification of Tenants to be Displaced
   - Notification to Tenants of Impending Displacement
   - Notification of Availability of Assistance
   - Application Review
   - Work with Tenants to be Displaced
   - Temporary Relocation
   - Permanent Relocation
   - Record Keeping

2. Duplication of Payment
   No person will receive any payment for Relocation benefits under these regulations if that person receives a payment under Federal, state, or local law which is determined to have the same purpose and effect as such payment under these regulations. The County is not required to conduct an exhaustive search for such other payments, only to avoid creating a duplication based on the County’s knowledge at the time the payment is computed.

3. Identification of Persons to be Displaced
   Monroe County will keep records of all residential structures which contained rental units containing tenants who may require relocation assistance under the CDBG-DR VHBP. Name and contact information for current tenants will be collected during the application phase. Contractor or program staff will then work with property owners to identify those properties containing tenants who will be displaced. Records documenting the properties and persons requiring assistance must include the following:


- Property address
- Unit identification if applicable
- Number of rooms in unit
- Name of property owner (applicant)
- Number of male and female adults in family; number of children by age and sex
- Property type (single detached, multi-family, etc.)
- Monthly rent
- Names of all persons residing in the unit at the time of displacement
- Names of all persons seeking relocation assistance
- Certification of legal residency for all persons seeking assistance

4. Notification to Tenants
Property owners participating in the VHBP must submit an Occupancy Form during the application phase identifying tenants (if any). As soon as feasible, program staff will ensure that tenants are informed of the potential acquisition of the property by receiving a General Information Notice (GIN) and URA HUD handbook once identified, utilizing certified mail or hand delivery and obtaining a signed receipt for the GIN and Handbook. Once Initiation of Negotiations (ION) has occurred between the County and the property owner (signing of pre-offer letter documents) tenants can then be provided with a Notice of Eligibility. The Notice of Eligibility should not be utilized unless the ION for the parcel has occurred between the County and the property owner. At the time of the offer letter signing with the property owner, every effort should be made to commence relocation with the tenant as soon as practical to prevent possible subsequent occupancy and/or minimize rental problems for the owner.

5. Notification of Availability of Assistance
Program staff will notify all tenants who may be displaced by providing them with materials informing them of the benefits and services available to them. Tenants residing in the structure at the time that negotiations are initiated between the homeowner and the County will be notified of the relocation program and are fully eligible for assistance (see § 24.2(a)(15)(i) and (ii) and § 24.2(a)(15)(iv)). Program staff will be in contact with all the tenants affected by the VHBP to discuss their needs. The documents provided to the tenants will, at the least, provide a general description of the relocation program including the following:

1) Informs the person that he or she may be displaced for the project and generally describes the relocation payment(s) for which the person may be eligible, the basic conditions of eligibility, and the procedures for obtaining the payment(s).

2) Indicates that any person displaced will be given reasonable relocation advisory services including housing referrals, help in filing payment claim(s), and other necessary assistance to help the person successfully relocate.

3) Informs any person to be displaced from a dwelling that he or she cannot be required to move permanently unless at least one comparable replacement dwelling has been made available to the displaced person. No person will be required to move without at least 90 days advance written notice.
4) Describes the person’s right to appeal the County’s determination as to eligibility for or the amount of any relocation payment for which the person is eligible. It also describes the person’s right to disagree with the County’s determination to whether the person qualifies as a “displaced person.”

Tenants will also be provided with an application for assistance for relocation costs. This application will act as the official request for relocation assistance. Tenants who choose not to complete the application will not be eligible for relocation assistance.

6. Application Review
Applications will be reviewed by program staff and information provided by the tenants for their case files will be evaluated to determine the tenant households’ housing needs. Program staff providing relocation services will personally interview each household to be displaced and will then determine the household’s relocation needs and preference and explain the relocation payments and other assistance for which the household may be eligible, the related eligibility requirements, and the procedure for obtaining such assistance. Replacement housing payments determinations for tenants present at the time of the storm event and/or tenants to be displaced by the VHBP occur once tenants submit a completed application.

Program staff conducting the interviews and processing applications will need to gather data to help provide information on the estimated number of households to be displaced, including the family characteristics (e.g., minority, ethnic, handicapped, elderly, large family, income level). Information should be gathered to allow for the comparison of available decent, safe, and sanitary housing in the area with the housing needs of the tenants being displaced. The comparison should include (1) price ranges, (2) sizes (number of bedrooms), and (3) type of housing single-family, multi-family, mobile home etc. Any information on special relocation considerations should also be gathered and evaluated, such as the presence of elderly or disabled or children attending school. Program staff will make every effort not to relocate households in areas resulting in children being forced to change schools unless otherwise requested by the displaced household. If the information reveals that the existing housing inventory in a specific area being impacted by displacement is insufficient, does not meet relocation standards, or is not within the financial capability of the tenants, then measures such as Housing of Last Resort must be taken to address this issue.

7. Work with Tenants to be Displaced
Program staff will work with tenants to identify comparable replacement dwellings within a 50-mile area of their current dwelling. A comparable replacement dwelling includes the following:

1) Decent, safe and sanitary (DSS) which means a dwelling which meets applicable housing and occupancy codes. However, if any of the following standards are not met by an application code, such following standards shall apply, unless waived for good cause consistent with federal regulations. The dwelling shall:
   a. Be structurally sound, weather-tight, and in good repair.
   b. Contain a safe electrical wiring system adequate for lighting and other electrical devices.
   c. Contain a heating system capable of sustaining a healthful temperature (of approximately 70 degrees) for a displaced person, except in those areas where local climatic conditions do not require such a system.
d. Be adequate in size with respect to the number of rooms and area of living space needed to accommodate the displaced household. There shall be a separate, well- lighted and ventilated bathroom that provides privacy to the user and contains a sink, bathtub or shower stall, and a toilet, all in good working order and properly connected to appropriate sources of water and to a sewage drainage system. In the case of a housekeeping dwelling, there shall be a kitchen area that contains a fully usable sink, properly connected to potable hot and cold water and to a sewage drainage system, and adequate space and utility service connections for a stove and refrigerator.

e. Contains unobstructed egress to safe, open space at ground level. If the replacement dwelling unit is on the second story or above, with access directly from or through a common corridor, the common corridor must have at least two means of egress.

f. Displaced tenants who are handicapped must have access to a unit which is free of any barriers which would preclude reasonable ingress, egress, or use of the dwelling by such displaced person.

2) Functionally equivalent to the displacement dwelling. The term “functionally equivalent” means that it performs the same function and provides the same utility. While a comparable replacement dwelling need not possess every feature of the displacement dwelling, the principal features must be present. Generally, functional equivalency is an objective standard, reflecting the range of purposes for which the various physical features of a dwelling may be used. However, in determining whether a replacement dwelling is functionally equivalent to the displacement dwelling, reasonable trade-offs for specific features may be considered when the replacement unit is “equal to or better than” the displacement dwelling (see Relocation Manager for guidance).

   a. Adequate in size to accommodate the occupants.

   b. In a location generally not less desirable than the location of the displaced person’s dwelling with respect to public utilities and commercial and public facilities and is reasonably accessible to the person’s place of employment.

   c. On a site that is typical in size for residential development with normal site improvements, including customary landscaping. The site need not include special improvements such as outbuildings, swimming pools, and greenhouses.

   d. Currently available to the displaced person on the private market. However, a comparable replacement dwelling for a person receiving government housing assistance before displacement may reflect similar government housing assistance.

   e. Within the financial means of the displaced person.

3) A replacement dwelling rented by an eligible displaced person is considered to be within his or her financial means if, after receiving rental assistance under this rule, the person’s monthly rent and estimated average monthly utility costs for the replacement dwelling do not exceed the person’s base monthly rental for the displacement dwelling.

4) For a displaced household who is not eligible to receive a replacement housing payment because of the person’s failure to meet length-of-occupancy requirements, comparable replacement rental housing is considered to be within the person’s
financial means if the Uniform Relocation pays that portion of the monthly housing costs of a replacement dwelling which exceeds thirty percent (30%) of such person's gross monthly household income or, if receiving a welfare assistance payment from a program that designates amounts for shelter and utilities, the total of the amounts designated for shelter and utilities. Such rental assistance must be paid under Section XVIII, Housing of Last Resort.

5) All displaced persons, especially the elderly and handicapped, shall be offered transportation to inspect housing to which they are referred by program staff. In addition, program staff will assist with the following items:

a. Provide current and continuing information on the availability, purchase prices, and rental costs of comparable and suitable commercial and farm properties and locations. They will assist any person displaced from a business or farm operation to obtain and become established in a suitable replacement relocation.

b. Minimize hardships to persons in adjusting to relocation by providing counseling, advice as to other sources of assistance that may be available, and such other help as may be appropriate.

c. Supply persons to be displaced with appropriate information concerning Federal and State housing programs, disaster loan and other programs administered by the Small Business Administration, and other Federal and State programs offering assistance to persons to be displaced.

d. Provide referrals to appropriate agencies for displaced persons requiring social services, food stamps etc.

e. Provide each expected displaced person with a Relocation Assistance Brochure.

6. Moving costs associated with moving personal property from the existing dwelling unit to the new dwelling unit are eligible for relocation compensation.

7. If a displaced tenant otherwise qualifies for the replacement housing payments except that they have not yet purchased or occupied a suitable replacement dwelling, the Contractor will inspect the proposed dwelling. If the proposed dwelling is found to meet the standards set forth for decent, safe and sanitary dwellings, the displaced tenant can submit a request for payment of the specific sum provided they purchase or occupy the inspected dwelling within the time limits specified.

8. **Temporary Relocation**

In cases where suitable long-term housing can’t be immediately identified and secured, temporary housing arrangements may need to be secured. The housing arrangements and facility must meet all the housing criteria required under Uniform Relocation except that it is functioning as a temporary housing solution until a more permanent solution can be identified. This may include, but not be limited to, the utilization of hotels for temporary housing. In such cases the facility must be agreeable to the household residing on-site for an extended period.

9. **Permanent Relocation**

Any comparable dwelling which allows for the displaced tenant and their household to reside in the facility for one year or more is considered to be a permanent relocation site. Displaced tenants and their households are eligible for two types of assistance under URA: Moving
Assistance and Replacement Housing Assistance (Rental Assistance or Down payment Assistance).

Moving Assistance will be calculated using the fixed moving expenses method and are eligible for a moving claim reimbursement. Once a tenant has relocated to the replacement dwelling, contractor or program staff will assist the tenant in submitting form HUD 40054 to the County for the reimbursement. The County may advance a portion of the relocation claim to cover necessary expenses such as application fees, security deposits or first month’s rent.

In standard protocol, one payment will typically be processed for Moving Assistance. However, there may be specific cases when a displaced tenant requires two payments for Moving Assistance: 1) advance payment for necessary up-front costs and 2) the remaining amount of their moving costs.

In determining Rental Assistance per URA HUD regulations, if the total gross monthly household income qualifies as low income according to the URA Low Income Limits, the County must compute 30% of the monthly household income and use it as one of the factors for comparison in the base monthly rental determination. The base monthly rental represents the amount the County will use as the rental amount for the displacement unit. The County will look at the lesser of three items:

- The total amount for current monthly rent plus average monthly utilities
- If the displaced person meets the low-income criteria, the agency will compute 30% of the person’s average monthly gross household income
- If the displaced person’s rent is paid through a State welfare program that designates an amount for shelter and utilities, then that amount is considered, e.g.: shelter, utilities designation, etc.

If the tenant is low income, the lesser of the three will be used to compare against present rent (and utilities) of market rent. If the tenant is not low income, the URA eligibility amount is the difference between the present rent (plus average utilities) and the replacement dwelling rent (plus average utilities) across 42 months.

Per HUD regulations, Rental Assistance is to be dispersed to the displaced tenants in three installments, rather than one lump sum. However, if a tenant will be using URA Rental Assistance to purchase a home, the Down payment Assistance is allowed to be dispersed in one lump sum to reduce or eliminate hardship. Rental Assistance for traditional displaced tenants (assistance with a new rental property) is to be dispersed in three installments. A payment will be dispersed from the County to the displaced tenant every 14 months; 3 installments over 42 months. The first installment can be processed once the tenant has signed a year lease with the replacement dwelling landlord/property management company, moving has commenced and HUD Form 40058 is submitted.

To prompt the payments per tenant, contractor or program staff will submit a payment plan (Payment Authorization Form) to the County to help schedule the payments to the displaced tenants. The Contractor will also receive and submit the displaced tenant’s W9 to the County. Once the household has signed a legally binding rental agreement such as a lease or obtained ownership of the property such as through a mortgage on the property the household is considered successfully relocated and further relocation services, outside of follow-up support services, will no longer be available to the tenant.
10. Record Keeping
Contractor or program staff will be responsible for maintaining all files and documentation for tenants who were displaced by the CDBG-DR Voluntary Home Buyout Program. This includes, at a minimum, identification of tenants who were not assisted with relocation services. Tenants who were successfully assisted or began the assistance services but terminated activities on their own accord must have files which include the information identified in Section I of this document as well as their completed application. All data identifying comparable dwelling units must also be maintained in addition to any payment requests, evidence of payments made on behalf of the tenants, identification documentation and HUD forms. All files must be secured so as to protect the privacy of those persons and their households.

11. Appeal Process URA
Any person(s) has a right to submit an appeal to the County if they disagree with the Moving Assistance eligibility amount, the Rental Assistance eligibility amount or the determination from the County of whether a person(s) is qualified as displaced.

If a person(s) wishes to appeal their Rental Assistance eligibility amount they can notify the County of their wish to appeal the amount of the assistance. In such case, the County will re-review the assistance calculations for any potential errors and respond within 15 days of receipt. If no errors are found, they will re-present the amount of rental assistance the tenant. If a tenant continues to not agree, the County will allow the tenant to submit up to three comparable dwellings they find more compatible with their needs, under URA regulations, and submit to the County for determination to recalculate eligibility determination. If the person(s) is considered low income, and continues to disagree with the County’s final decision, they may submit an official appeal to the HUD Field Office.

If a tenant finds their Moving Assistance insufficient, a tenant can ask for and receive local bids from moving companies to submit to the County, seeking additional assistance. The County decision will be determined within 15 days of receipt. If the person(s) is considered low income, and continues to disagree with the County’s final decision, they may submit an official appeal to the HUD Field Office.

If a person(s) disagrees with the County’s determination of whether they have been properly qualified as a “displaced” person(s) or household, the person(s) can submit an official claim to the County seeking an appeal of the determination, submitting any supporting documentation they see fit. The County decision will be determined within 15 days of receipt. If the person(s) is considered low income, and continues to disagree with the County’s final decision, they may submit an official appeal to the HUD Field Office.

F. Award Determination
1. Amount of Assistance
Monroe County has been allocated funding from the U.S. Department of Housing and Urban Development (HUD) via the Florida Department of Economic Opportunity (DEO) for disaster recovery projects related to the 2017 federally declared disaster event. Monroe County will use the approximately $15 million in Community Development Block Grant Disaster Recovery (CDBG-DR) funds for the acquisition of approximately 40 properties. Based on the availability of funds, there may be multiple rounds for the Disaster Recovery Buyout Program to assist additional properties as preliminary funds are exhausted.

Each application will be reviewed to determine if previous funding awarded to the applicant was appropriately used on the home and if any funds were received for the same purpose.
in order to estimate any duplication of benefits. Any funds found to be duplicative will be deducted from the appraised value of the property. Each applicant must provide documentation that their property was impacted by the event.

The maximum assistance amount of CDBG-DR buyout funds will be capped at $750,000, based upon the 2021 FHA loan limit of $608,350 and additional delivery costs described below. Eligible costs included in the buyout maximum assistance amount are:

- buyout purchase price
- clearance and demolition (performed by the County),
- settlement costs,
- a replacement housing incentive payment
- moving expenses incentive to be determined

<table>
<thead>
<tr>
<th>Eligible Expense</th>
<th>Eligible Expense Cap</th>
</tr>
</thead>
<tbody>
<tr>
<td>Buyout Purchase amount</td>
<td>FMV as specified by DEO</td>
</tr>
<tr>
<td>Settlement Costs</td>
<td>Based on actual costs</td>
</tr>
<tr>
<td>Clearance and Demolition</td>
<td>Based on actual costs</td>
</tr>
<tr>
<td>Replacement Housing Incentive Payment</td>
<td>$25,000 for LMI, $10,000 for non-LMI</td>
</tr>
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Projects which may exceed the program cap will be reviewed by program staff on a case-by-case basis and may be referred to DEO for review and approval.

Monroe County will provide eligible participants with the current fair market value plus DEO approved replacement housing incentives, less any applicable duplication of benefits.

a) **Buyout Applicants with Negative Equity on Mortgage**

The VHBP may assist people who owe more on their mortgage than their house is worth, also known as negative equity mortgage or being underwater on their mortgage, but assistance amounts are capped at the maximum total buyout assistance amount per household. Assistance will only be provided if the assistance will allow the household to move from the damaged home to an area of reduced flood risk. Monroe County reserves the right to review each applicant with negative equity on their mortgage on a case-by-case basis.

b) **Buyout Applicants with Reverse Mortgage**

The VHBP may assist people who have a reverse mortgage, but assistance amounts are capped at the maximum total buyout assistance amount per household. Assistance will only be provided if the assistance will allow the household to pay off the reverse mortgage and move from the damaged home to an area of reduced flood risk. Monroe County reserves the right to review each applicant on a case-by-case basis.

c) **Buyout Applicants in Foreclosure**

Applicants in foreclosure may be provided buyout assistance, however the assistance amounts are capped at the maximum total buyout assistance amount per household. Assistance will only be provided if the assistance will allow the household to pay off the mortgage and move from the damaged home to an area of reduced flood risk. Monroe County reserves the right to review each applicant on a case-by-case basis.
d) Contract for Deed/Land Leases/Mobile Homes

Properties where there is a different owner of the land than the owner of the dwelling unit(s), such as in Contracts for Deed, long-term land leases, and often with mobile homes, may be assisted through the VHBP only if the property owner converts the contract to full ownership. Monroe County reserves the right to review each application on a case-by-case basis.

2. Certification Requirements Prior to Receiving Assistance

All applicants must agree to the following to receive assistance:

- Sign an Authorization for the Release of Information so that information provided can be shared and/or verified with state, federal and other third-party agencies. (The applicant, co-applicant, and other adult household members are required to sign the release unless one of the eligible applicants has provided power of attorney to another to represent him/her.)

- Sign a Certification of Completeness attesting to the accuracy and completeness of all information provided to the VHBP under penalty of law.

- Agree to verification of their ownership status, the amount of disaster-related damage to the home, and assistance received.

- Power of attorney: Applicant(s) may grant power of attorney to someone who can apply on their behalf, as applicable.

All signed documents will include the following statement: ‘Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.’

3. Appraisal

As required under DEO Program Guidelines:

The appraisal methodology shall be used in the VHBP, and appraisals must be conducted by the County procured independent appraiser in accordance with the Uniform Standards of Professional Appraisal Practice. The appraiser must comply with relevant State laws and requirements and shall have the appropriate certification, qualifications, and competencies based on the type of property being appraised.

All properties will be appraised by a certified appraiser and in conformity with 49 CFR 24.103-Criteria for Appraisal and 49 CFR 24.104-Review of Appraisals.

1) If appraisal exceeds the established maximum purchase limit as set by the County, the applicant may receive up to the County’s established limit. Such cases will be evaluated on a case-by-case basis and final determination made by the County.

2) If appraisal is below the County’s established maximum purchase limit, applicants will be offered the current fair market value.
4. **Duplication of Benefits**

NOTE: DOB will be taken into consideration and accounted for in the County’s VHBP. DOB funds will be calculated and deducted as necessary in final award calculations. Due to recent guidance from DEO to switch appraisal methods from pre-storm FMV to current FMV, the County is revising the DOB method for deductions under the final award calculations. Under current FMV guidance, DOB is not to be deducted from the appraisal amount. This is also explained in DEO program guidelines,

“For property valuations based on post-disaster FMV, no DOB will be taken from the offer. A program that provides post-disaster FMV to buyout applicants only provides the actual value of the property; thus, the seller is not considered a beneficiary of CDBG-DR assistance; therefore, this activity does not fall under the Stafford Act.”

DOB may be applicable and have to be accounted for in the award amount for program housing incentives.

Federal law prohibits any person, business concern, or other entity from receiving Federal funds for any part of such loss as to which he has received financial assistance under any other program or from insurance or any other source. A duplication of benefits (DOB) occurs when:

- a beneficiary receives assistance, and
- the assistance is from multiple sources, and
- the assistance amount exceeds the need for a particular recovery purpose

To ensure that Monroe County does not provide a duplication of benefits, the County will adhere to the following general process:

- determination of the applicant’s total need
- identify all potentially duplicative assistance
- determine whether assistance was duplicative
- deduct duplicative assistance from the applicant’s total need

a) **Sources of Duplication of Benefits**

The following are sources of funding assistance provided for structural damage and loss that are considered a duplication of benefits (DOB). Under federal law DOB must be deducted from the assistance amount (the amount that will be offered for the purchase of the home):

- FEMA Individual Assistance (IA),
- FEMA National Flood Insurance Program (NFIP),
- Private Insurance,
- Small Business Administration (SBA) and other sources.

Assistance received in the form of services instead of money, for home repairs from any source is not considered a duplication of benefits. Any additional duplication of benefits received by the applicant after the offer for purchase has been extended, the
funding for the purchase of the home has been awarded or the purchase transaction has occurred, must be applied to reduce the award amount.

Funds received from any source including flood insurance, FEMA and hazard insurance that were used to cover repair to the applicant’s home do not reduce the amount of disaster assistance if the evidence of expenditures at least equals the amount of assistance. Documentation must be provided demonstrating the cost and type of repair conducted.

(1) FEMA INDIVIDUAL ASSISTANCE (FEMA IA)
FEMA IA will be determined and verified by Monroe County through the FEMA database. If Monroe County is unable to verify the FEMA IA amount through the FEMA database, Monroe County will require the submission of any FEMA IA documentation to be provided by the applicant. Award documentation of assistance provided, which was not intended to cover repair or replacement of the structure, will not be considered duplicative. Award documentation of assistance provided for repair or replacement of the structure will be considered duplicative unless otherwise determined to be non-duplicative (see section 4(f) below).

(2) FEMA NATIONAL FLOOD INSURANCE PROGRAM (NFIP)
Monroe County will check all applicants for NFIP to verify whether they maintained flood insurance. The payment to applicants under NFIP policies will be documented and verified by Monroe County through the provision of NFIP documentation from the applicant and cross referenced with DEO data upon submittal by the County to DEO for review. Any award documentation of assistance provided, which was not intended to cover repair or replacement of the structure, will not be considered duplicative. Award documentation of assistance provided for repair or replacement of the structure will be considered duplicative unless otherwise determined to be non-duplicative (see section 4(f) below).

(3) PRIVATE INSURANCE
Insurance proceeds are documented and verified by Monroe County through the applicant’s insurance settlement. Any insurance settlements provided to the applicant, which were not intended to cover repair or replacement of the structure, will not be considered duplicative. Private insurance payments for items such as mold remediation, contents or other expenses such as fences, storage sheds, etc., are not deducted from the applicant’s award. Award documentation of assistance provided for repair or replacement of the structure will be considered duplicative unless otherwise determined to be non-duplicative (see section 4(f) below).

(4) THE SMALL BUSINESS ADMINISTRATION (SBA)
Monroe County will require the submission of any SBA loan proceeds documentation to be provided by the applicant. Any dispersed funds for assistance, which was not intended to cover repair or replacement of the structure, will not be considered duplicative. Award documentation of assistance provided for repair or replacement of the structure will be considered duplicative unless otherwise determined to be non-duplicative (see section 4(f) below). Payments for temporary housing assistance, contents or other expenses are not deducted from the applicant’s award.
Additionally, per the Federal Register notice from dated June 20, 2019 (84 FR 28836) any applicants who were offered loan proceeds but meet the criteria described in V.B.2 “Exceptions When Subsidized Loans Are Not a Duplication” will not have their loans considered as duplicative.

b) Contractor Fraud
If an applicant was a victim of contractor fraud, the amount paid to the contractor may not be counted as a duplication of benefit. The applicant would have had to file a police report or a report of fraud to local authorities before the date of the application submitted. If an applicant’s mortgage company placed a force payment on insurance proceeds, the insurance amount may not count as a duplication of benefits. The applicant would have to provide the document proving that that the mortgage company did not release the insurance proceeds.

c) Other Sources of Duplication of Benefits
Following a disaster, charitable organizations provide many kinds of contributions, including donations, grants, or loans among other types of assistance. Grants and cash donations designated for specific eligible work, even when provided from non-Federal sources, but designated for the same purpose as Federal disaster funds generally are considered a duplication of benefit. Grants and cash donations received for unspecified purposes (e.g., “for disaster recovery/relief efforts”), or for work not eligible for federal assistance, do not constitute a duplication of benefits.

d) Recapture Duplication of Benefits
If a duplication of benefits is identified, Monroe County will recapture CDBG-DR funds to the extent they are in excess of the need and duplicate other assistance received by the beneficiary for the same purpose.

e) Increased Cost of Compliance (ICC)
The VHBP will determine duplication of benefits regarding Increased Cost of Compliance funds for elevation and/or demolition activities.

If severe property damage occurs as a result of Hurricane Irma, before repair or rebuild activities can occur, it may be required by law that the damaged property meet community ordinances and/or state floodplain management standards. ICC coverage provides funding to help cover the costs of meeting those requirements with the intent aimed at reducing future flood damage. ICC coverage is separate from and in addition to insurance coverage that provides for structural or personal flood damage.

f) Adjustments and Offset to the Amount of Assistance
Adjustments and offsets are deducted from the award amount.

(1) NO RECEIPTS PROVIDED
If the household is unable to provide receipts to show work completed for assistance amounts received for housing repair and/or replacement, the full amount of housing repair and/or replacement assistance previously received will be deducted from the amount of funding for which the household would otherwise be eligible.

(2) PARTIAL RECEIPTS PROVIDED
If partial receipts are provided by the household documenting that only a portion of the housing repair and/or replacement assistance previously received was
used as intended, the amount received not supported by receipts will be deducted from the amount of funding for which the household would otherwise be eligible.

(3) ALL RECEIPTS PROVIDED

If receipts are provided by the household documenting that the full amount of housing repair and/or replacement assistance previously received was used as intended, no deduction will be made from the award amount for which the household is eligible.

In instances where no receipts or only partial receipts were provided by the homeowner, Monroe County may consider self-certifications when calculating the amount of assistance that can be provided. In these instances, the following requirements apply:

1) The homeowner must provide a signed self-certified statement that documents in detail all labor and or repairs made to the damaged property following the 2017 hurricane: and

2) A Certified Inspector must determine with reasonable assurance that the repairs were made after the date of the disaster; and

3) Monroe County will document, through photographs, the repairs that were made.

A Certified Inspector(s) is a person or persons hired by Monroe County, qualified to inspect for labor and/or repairs made to the damaged home in the absence of receipts. In conjunction with site inspections, self-certified statements of homeowners must be reviewed in detail by a Certified Inspector to determine:

1) whether the home was repaired,
2) whether the repairs could be reasonably determined as occurring after the 2017 hurricane, and
3) a reasonable value of the cost of repairs to the home (including labor).

(4) RENTAL ASSISTANCE

Although Rental Assistance is not considered to be a source of DOB under the VHBP, temporary housing expenses can offset the potential DOB amount. To offset the total amount, the following applies:

1) The offsetting amount would be the amount of documented expenses that exceed the amount received for Rental Assistance.

2) Self-certifications of the amount spent on or the value of rental resources obtained is not sufficient to off-set potential DOB.

Applicants can provide documentation for allowable activities to off-set potential DOB. Allowable activities are temporary housing such as rent, hotel stays and applicable utilities that occurred because of temporary displacement from their primary residence because of the disaster. Eligible temporary displacement is from the time of the storm until the date of the verification letter. Evacuation costs are not eligible for DOB Offset.

(g) Legal Fees

Legal fees that were paid to successfully obtain insurance proceeds will be credited to applicant and will not be deducted as part of the duplication of benefits calculation.
Applicants must provide evidence of payment and self-certify in accordance with Monroe County policy in order to be credited.

h) Tax Filings

Tax filings related to losses to the home do not affect funding assistance awards and are not considered a duplication of benefits. Applicants should consult a personal tax consultant about any tax related matters.

5. Incentives

Monroe County will provide eligible participants with housing incentives to relocate to areas with a reduced risk of flooding. The purpose of the incentives is to allow owners the ability to relocate to an area with reduced risk of flooding while not being made worse off financially or in terms of housing quality by participating in the VHBP. While housing incentives are allowable, they must be justified and reasonable. Federal regulations prohibit the VHBP from providing compensation payment. LMH qualified applicants are eligible to receive $25,000 in incentive funds and non-LMH qualified applicants (LMA) are eligible to receive $10,000 to help obtain housing in an area or lower hazard risk.

G. Title and Legal Services

Monroe County will conduct a title search for each property it plans to acquire. The purpose of the title search is to ensure that the owner is the sole and actual titleholder to the property, identify other persons with a property interest, and to ensure that the title is clear. In addition, there may not be incompatible easements or other encumbrances to the property that would make it either ineligible for acquisition or noncompliant with open space land use restrictions.

Other requirements include:

- A title insurance policy, demonstrating a clear (fee) title conveyance, must be obtained for each approved property that will be acquired site inspection for each property verifying the property has no physical encumbrances, which may require a site survey to clearly establish property boundaries.
- Title to the property must transfer by a warranty deed in all jurisdictions that recognize warranty deeds.
- All incompatible easements or encumbrances must be extinguished.
- The County shall take possession at settlement.
- The County must record the deed at the same time as and along with the VHBP programmatic deed restrictions.
- The deed transferring title to the property and the VHBP programmatic deed restrictions will be recorded according to State law and within 14 days after settlement.

H. Offer to Purchase

Once an applicant has been determined eligible and an assistance amount has been calculated, the applicant will receive an offer to purchase. An applicant must sign a voluntary participation or non-participation agreement within 21 days of the buy-out offer. If applicant does not agree to the offer, they may counter-offer by providing their own appraisal prepared by a certified appraiser. The County will require proof of appraiser certification and review the counteroffer and make a decision regarding the appraisal amount that is to be used. The County will only consider
independent appraisals conducted as a counter-offer when it can be verified that no apparent conflict of interest exists between the owner and appraiser.

If an applicant appeals, the County will have fifteen (15) days to review the counteroffer and make a decision regarding the appraisal amount that will be used. Applicant will be notified by mail and/or electronic mail of the final decision.

I. Documenting Eligibility and Acceptance of Offer

Monroe County will document the owner and property eligibility in the applicant file and will retain detailed copies of all award determinations as well as the applicant acceptance of the offered buyout and incentive amounts.

J. Applicant Closing

1. Property Before Closing

Participant must remove all personal property from the residence prior to the day of closing. Any personal property remaining after closing will be included in the demolition.

Once the purchase offer has been made, the Seller is notified of available resources to help applicant move.

Upon Homeowner acceptance of offer:

- BOCC review and approval;
- Monroe County sends information to Title Company, requests title commitment, and invoice;
- Monroe County receives invoice, title commitment, and preliminary settlement statement from Title Company;
- Monroe County prepares set-up award statement including estimated closing and demolition costs;
- Monroe County prepares setup file for DEO. Setup file to include award statement with cost of acquisition, necessary soft costs, incentives and demolition (if applicable) costs. Setup file to include:
  - Set-up form
  - Award Statement
  - Release of Funds
  - Sales Agreement
  - Title Commitment
  - Itemized Budget – includes closing costs based upon estimated closing date
  - Monroe County submits setup file to DEO.
  - DEO reviews and approves or reviews and denies setup.
  - If approved, Monroe County schedules closing.

2. Document Execution at Closing

The following documents will be signed by the applicant at the time of agreement:
1) Agreement for Sale
2) Subrogation Agreement
3) Promissory Note (if housing incentives are provided in addition to the FMV)
4) Agreement to have all utilities disconnected within 10 days.

3. Subrogation Agreement
Subrogation is the process by which duplicative assistance paid to the Property Owner after receiving an award is remitted to the VHBP to rectify a duplication of benefit. All applicable claims (including insurance payments, unpaid claims, lawsuits, and settlements) paid to applicants not included in the original benefit determination calculation and/or received after their closing appointment, must be subrogated to the VHBP to prevent a duplication of benefits.

4. Assignment Relation to Funds Received Under the VHBP
In consideration of the Property Owner’s award of funds and the commitment by Monroe County to evaluate the Property Owner’s application for the award of funds under the Monroe County Voluntary Home Buyout Program, the Property Owner assigns to the VHBP all future rights to reimbursement and all payments received under any insurance policy, including but not limited to any type of casualty or property damage insurance (the Policies); any reimbursement or relief program related to or administered by FEMA or the SBA for physical damage to the property (not including proceeds received to cover contents); any other assistance from non-profit organizations, faith based organizations, or disaster relief entities, and other governmental entities, that was the basis of the calculation of the Property Owner’s award to the extent of the proceeds paid under the VHBP.

The proceeds or payments from the above described duplicative assistance are referred to herein as “Proceeds.” The rights the Property Owner assigns to the VHBP are specific to the Property with respect to which the Proceeds were paid. The Proceeds paid, as described in the Property Owner’s application with the VHBP, arise out of physical damage to the Property originally caused by the federally declared disaster, but also includes Proceeds received for damage to the Property caused by any subsequent event that occurred (until the time of purchase of the Property using Program funds). The Policies include, but are not limited to, policies characterized as damage, flood, or any other type of casualty or property damage insurance coverage held by the Property Owner, which provides coverage for physical damage to the Property. Once the VHBP has recovered an amount equal to the award proceeds, the Monroe County Voluntary Home Buyout Program reassigns any rights assigned to Monroe County pursuant to this Agreement to the Property Owner.

5. Cooperation and Further Documentation
The Property Owner agrees to assist and cooperate with Monroe County should Monroe County elect to pursue any of the claims the Property Owner has against the insurers for reimbursement under any such Policies. The Property Owner’s assistance and cooperation includes allowing suit to be brought in the Property Owner’s name(s), giving depositions, providing documents, producing records and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by Monroe County. The Property Owner further agrees to assist and cooperate in the attainment and collection of any proceeds that the Property Owner would be entitled to under any applicable FEMA or SBA Programs. The Property Owner agrees to take necessary actions and to execute additional
documents at Monroe County’s request to assign Property Owner’s insurance policies to Monroe County, to the extent of the funds granted to the Property Owner under the VHBP and/or the disaster relief funds from FEMA or SBA.

K. Demolition
The VHBP will procure a contractor to demolish existing structures on properties acquired by the County. Properties will be secured prior to demolition. After demolition, properties will be secured and maintained by the County.

The Grant Manager oversees demolition of structures on properties acquired through the Voluntary Home Buyout Program. The Grant Manager will work with the contractor procured to perform the demolition and removal tasks to ensure compliance with all Federal, State, and local regulations.

L. Property Disposition
Properties may be disposed to local governments or nonprofit entities, subject to covenants protecting their use as open space in perpetuity. Any entity assuming ownership of the property must submit a plan for operations and maintenance of the property consistent with the VHBP’s purposes. The County may entertain the option to dispose of or lease in perpetuity, acquired properties to neighboring property owners for no cost. Properties disposed of or leased in such a manner will be required to be deed restricted to HUD approved compatible uses.

M. Property Acquired through Voluntary Buyout
The intent is to engage in CDBG-eligible activities that best serve the future goals of the community. Properties acquired through the VHBP must have a restrictive covenant running with the property and require that the buyout property be dedicated and maintained for compatible uses in perpetuity. Compatible uses include:

1) Any property acquired, accepted, or from which a structure will be removed pursuant to the project will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or floodplain and wetlands management.

2) No new structure will be erected on property acquired, accepted, or from which a structure was removed under the acquisition or relocation program other than allowable uses under HUD.

3) After receipt of the assistance, with respect to any property acquired, accepted, or from which a structure was removed under the acquisition or relocation program, no subsequent application for additional disaster assistance for any purpose or to repair damage or make improvements of any sort will be made by the owner of the buyout property (including subsequent owners) to any Federal entity in perpetuity. The entity acquiring the property may lease it to adjacent property owners or other parties for compatible uses in return for a maintenance agreement. Although Federal policy encourages leasing rather than selling such property, the property may also be sold.

4) Following closing, the recorded deed is maintained by the Clerk of the Circuit Court and Comptroller and in the related program file. The County will add the property to its list of properties to be maintained. Monroe County is responsible for the maintenance of the
property. The County will provide mowing, tree trimming, weed eating, and debris removal services with County staff or through contractors as necessary. If the County disposes of or leases the property to another entity the County must ensure that the property is maintained and not subject to neglect or disrepair.

N. Closeout

Monroe County will work to ensure records are complete, that all affordability requirements are adhered to and that the County has performed all subrogation-monitoring processes. The County will create project and grant closeout checklists that will be maintained with the project file.

VI. Program Contact

Website: www.monroecounty-fl.gov/1133/Voluntary-Home-Buyout-Program
Email: Guerra-Cynthia@MonroeCounty-FL.Gov
Phone Number: (305) 453-8756

Monroe County has the right to change, modify, waive, or revoke all or any part of these guidelines. The DEO will provide the option for a waiver only after the waiver request has been posted on sub-recipient’s website for a public comment period of at least 7 days. The waiver request must demonstrate why the housing guidelines are not practicable for the sub-recipient. If these Guidelines conflict with local, state, or federal law, the more stringent requirement will prevail, provided that the requirement does not violate local, state, or federal law.
RESOLUTION NO. 056 -2021

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, PROVIDING FOR THE MONROE COUNTY VOLUNTARY HOME BUYOUT LOCAL PROGRAM PRIORITIZATION CRITERIA FOR SELECTION OF PROPERTIES INTERESTED IN THE VOLUNTARY HOME BUYOUT PROGRAM UTILIZING COMMUNITY DEVELOPMENT BLOCK GRANT - DISASTER RECOVERY FUNDING AND UPDATING AND REPLACING RESOLUTION 224-2019.

WHEREAS, Hurricane Irma impacted the Florida Keys in September 10, 2017 destroying or majorly damaging over 4000 residential structures in Monroe County severely augmenting the workforce housing crises; and

WHEREAS, The Department of Economic Opportunity (DEO) developed a Community Development Block Grant - Disaster Recovery (CDBG-DR) Action Plan that detailed how the State will administer the funds statewide. The Action Plan allocated $15 Million for the Voluntary Home Buyout Program (VHBP) for the unincorporated portions of Monroe County; and

WHEREAS, the purpose of Rebuild Florida’s CDBG-DR Voluntary Home Buyout Program is to acquire properties that are in high-risk flood areas to help reduce the impact of future disasters, and to assist property owners to relocate to less risk prone areas. These funds will support property acquisition, structure demolition and conversion of the land to open space or storm water improvements that alleviate flooding. The property must be deed-restricted in perpetuity to open space uses or to restore and/or conserve the natural floodplain functions; and

WHEREAS the program specifies prioritization criteria which must be implemented within each jurisdiction in compliance with CDBG-DR regulations; and

WHEREAS, the County may develop additional local prioritization criteria in order to fairly and equitably prioritize homeowners for the voluntary home buyout program while focusing on the program’s purpose to reduce community risk; and

WHEREAS, the County adopted Resolution 224-2019 on August 21, 2019 providing the local prioritization criteria for selection of properties interested in the VHBP; and

WHEREAS, this resolution seeks to update and replace Resolution 224-2019 to provide additional prioritization criteria to allow for 5 points (pts) for primary residences of the property
owner/applicant and to provide clarification under Section 1. eligibility criteria to provide that
tenant occupied homes will not be eligible;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY
COMMISSIONERS OF MONROE COUNTY, FLORIDA AS FOLLOWS:

Section 1. To be eligible for consideration by Monroe County for volunteer home buyout, the
applicant must be:
1. The owner of the property. (A tenant in a rental property is not eligible.)
2. The owner must not have tenants in the property at the time of application submission
   and throughout the VHBP application process to remain eligible. (Properties that are
   tenant occupied are not eligible).
3. The owner must be willing to relinquish all development rights to the property,
   including but not limited to allocations granted under the County’s Rate of Growth
   Ordinance (ROGO).

Section 2. The proposed Monroe County point allocation criteria is as follows:
1. 5 pts for homes that were substantially damaged as a result of Hurricane Irma;
2. 5 pts for homes that are located in the V Zone as designated by the Federal
   Emergency Management Agency;
3. 5 pts for repetitive loss structures as designated by the National Flood Insurance
   Program;
4. 10 pts for severe repetitive loss structures as designated by the National Flood
   Insurance Program;
5. 5 pts for high probability of sea level rise inundation on the property or roads adjacent
   to the property as that inundation data correlates to the map series as accepted by the
   Monroe County Board of County Commissioners and incorporated into the County’s
   GreenKeys Plan Technical Appendix C. The County may consider other such data
   that is appropriate and useful to determine inundation; and
6. 5 pts for when the home was the property owner/applicant(s)’ primary residence at
   the time of Hurricane Irma. Primary residency will be based upon homestead status
   with the Monroe County Property Appraiser.

Section 3. This resolution will be effective on February 17, 2021 and updates and replaces
Resolution 224-2019.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County,
Florida, at a regular meeting of said Board held on the 17th day of February 2021.

Mayor Michelle Coldiron, District 2  Yes
Mayor Pro Tem David Rice, District 4 Yes
Commissioner Craig Cates, District 1 Yes
Commissioner Eddie Martinez, District 3 Yes
Commissioner Mike Forster, District 5 Yes
Attachment 2: Monroe County Volunteer Home Buyout Program Grant Application: Project Site Data Summary Table
Attachment 3: Monroe County Purchasing Manual, Financial Policies, Administrative Instructions for Grant Administration, Basic Procedures for Grant Administration and Supplemental Timecard for Recording of Direct Time to Grants
Monroe County Purchasing Policy

(As Revised 1/20/2021)
Table of Contents

CHAPTER 1 - INTRODUCTION .................................................................................. 4

CHAPTER 2 - AUTHORITY & DUTIES ................................................................. 4
A. Board of County Commissioners .................................................................. 4
B. County Administrator .................................................................................. 4
C. Office of Management and Budget .............................................................. 5
D. Requesting Department .............................................................................. 6
E. Delegation of Authority .............................................................................. 7
F. Purchasing Authority .................................................................................. 7
G. Signature Authority for Agreements ............................................................ 8
H. Local Preference ......................................................................................... 10
I. Non-Discrimination ..................................................................................... 10
J. Payment Dispute Resolution ..................................................................... 10

CHAPTER 3 - COMPETITIVE SOLICITATION PROCESS .............................. 12
A. Notice Inviting Competitive Solicitation ................................................... 12
B. Procedure for Competitive Solicitation ..................................................... 15
C. Tie Responses ............................................................................................ 17
D. Rejection of Responses ............................................................................ 17
E. Waiver of Irregularities ............................................................................. 17
F. Award of Contract .................................................................................... 17
G. Protest Procedure ..................................................................................... 18

CHAPTER 4 - PURCHASE OF PROFESSIONAL SERVICES ....................... 18
A. Definition .................................................................................................... 18
B. Methods of Acquisition ............................................................................ 19
C. Continuing Contracts .............................................................................. 19

CHAPTER 5 - DESIGN/BUILD CONTRACTS .................................................. 21
A. Procedure .................................................................................................. 21
# CHAPTER 6 - CONTRACTS/AGREEMENTS

A. Contract Review

B. Requirements

C. CPI Computation

D. Exceptions

E. Preference to Florida businesses (FS 287.084)

F. Preference to businesses with drug-free workplace programs (F.S. 287.087)

G. Change Orders

# CHAPTER 7 - EXCLUSIONS

A. Sole Source

B. Emergency Purchases

C. Cooperative Purchasing

D. Previously Approved Projects

E. Piggybacking

# CHAPTER 8 - BLANKET PURCHASE ORDERS

# CHAPTER 9 - MINORITY BUSINESS ENTERPRISE (MBE), SMALL BUSINESS & DISADVANTAGED BUSINESSES

# CHAPTER 10 - PURCHASE OF INSURANCE

# CHAPTER 11 - RECYCLED CONTENT PRODUCTS

# CHAPTER 12 - SURPLUS ITEMS

# CHAPTER 13 - PURCHASING CARD POLICY

# CHAPTER 14 - FEDERAL FUNDING REQUIREMENTS

A. Procurement Standards (2CFR)

B. Competition Requirements

C. Method of Procurement Requirements

D. Contracting with Small & Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms

E. Contractual Considerations
F. Construction Contract Considerations........................................................................42
G. Capital Expenditures..................................................................................................43

CHAPTER 15 – PAYMENT CARD POLICY AND PROCEDURES .........................45

ATTACHMENTS:
Attachment A. Memorandum of Request for Competitive Solicitation ......................46
Attachment B.a. Notice of Request for Competitive Solicitations Sample 1 .................47
Attachment B.b. Notice of Request for Competitive Solicitations Sample 2 ...............48
Attachment B.1. Approval to Issue Addendum ..........................................................49
Attachment B.2. Inventory Deletion Request ..............................................................50
Attachment B.3. Computer Related Equipment Inventory Deletion Request ...............51
Attachment B.4. Fixed Asset Transfer Form ..............................................................52
Attachment C. Purchasing Card Policy & Procedures .................................................53
Attachment C.1 Payment Card Policy and Procedures ..............................................73
Attachment D. Forms .................................................................................................80
Attachment D-1. Monroe County Purchasing Authorization Form ..............................81
Attachment D-2. Monroe County Request to Purchase Form .......................................82
Attachment D-3. Monroe County BOCC Audit Slip ...................................................83
Attachment D-4. Vendor File Request Form ...............................................................84
Attachment D-5. Contract Summary Form for Contracts Less Than $50,000.00 .........85
Attachment D-6. Contract Renewal Form for Contracts Less Than $50,000.00 .........86
Attachment D-7. Change Order Form .........................................................................87
Attachment D-7.a Change Order Attachment ...........................................................88
Attachment D-8. Public Entity Crime Statement .........................................................89
Attachment D-9. Sworn Statement Under Ordinance No. 010-1990 Monroe County, Florida 90
Attachment D-10. Non-Collusion Affidavit .................................................................91
Attachment D-11. Drug-free Workplace Form .........................................................92
Attachment D-12. Vendor Certification Regarding Scrutinized Companies Lists ..........93
Attachment E-1. Monroe County Procurement Form (purchase over 10,000.00) ......95
Attachment E-2. Monroe County Procurement Form (purchase over $50,000.00) ....97
Attachment E-3. Entity Checklist .................................................................................98
Attachment E-4. Disaster Request for Purchase ........................................................99
Attachment E-5. Disaster Audit Slip ..........................................................................100
Minority Owned Business Declaration ......................................................................101
Appendix A Anti-Lobbying Certification Form .........................................................102
Exhibit A Sample 1—Notice of Intended Decision for Construction Bids ...............105
Exhibit A Sample 2—Notice of Intended Decision for RFPs & RFQs .......................106
MISSION STATEMENT
Purchasing Section Monroe County Administrative Services

Our mission is to provide quality purchasing and contracting support to all county departments in a timely, cost effective and professional manner. As purchasing professionals:

- We follow a strict Code of Ethics, avoiding the appearance of and preventing the opportunity for favoritism.
- We seek to maximize the purchasing power of the public funds, while promoting fair and open competition.
- We strive to create a work environment that demonstrates teamwork, respect, integrity and honest communication.

CHAPTER 1. INTRODUCTION
The purpose of the County’s Purchasing Policy (Policy) is to secure economy in the construction of County public works and in the expenditure of County funds for services, materials, supplies, and equipment. The Policy is intended to promote actual, honest and effective competition and protect the taxpayers from collusive contracts, favoritism, fraud, extravagance, and improvidence. The policies and procedures outlined herein are governed by Florida Statutes and Monroe County Ordinances, most of which are codified in the Monroe County Code (MCC), most recently in effect.

CHAPTER 2. AUTHORITY & DUTIES

A. Board of County Commissioners
The Procurement Policy Office consists of the Monroe County Board of County Commissioners which is hereinafter referred to as the BOCC.

1. The BOCC shall decide all matters of policy including those referred to it by the Chief Procurement Officer.

2. No contract for goods or services may be awarded without the approval of the BOCC, unless authorized by MCC or this Policy.

B. County Administrator

1. The County Administrator is the Chief Procurement Officer and shall have the authority and responsibility to adopt administrative instructions for the procurement of supplies, services, and construction in accordance with policy adopted by the BOCC. The purpose of such administrative instruction shall be to clarify or refine the provisions of the County code on purchasing and/or the Purchasing Policies and Procedures. In the event of any inconsistencies, the County Code provisions shall prevail over Policies and Procedures, the Policies and Procedures shall prevail over Administrative Instructions.

2. The County Administrator has contract approval authority as set forth in Monroe County Code Section 2-58.
C. **Office of Management and Budget**

1. There is a Purchasing Section within the Department of Management and Budget. The Director of Management and Budget shall head the Purchasing Section and in such capacity be additionally referred to as the Purchasing Director.

2. The Purchasing Director, with the approval of the County Administrator, may originate or modify a Monroe County Administrative Instruction that delineates specific procedures for governing the procurement process as defined by County Ordinance and this Policy.

3. The duties of the Purchasing Section are as follows:

   (a) Assures that supplies used by various departments will be uniform whenever consistent with operational goals and in the interest of efficiency or economy. The Requesting Department must justify in writing the need for a special type of item.

   (b) Makes alternative suggestions to the Requesting Department if requested specifications would restrict competition or otherwise preclude the most economical purchase of the required items. In case of disagreement as to the content of the specifications, the County Administrator shall make the final determination.

   (c) Seeks purchases through State, Federal Agencies, Associations or other governmental agencies if the Requesting Department makes a request for same and such purchases may be in the best interest of the County.

   (d) Reviews all request for purchases of goods and services. Upon review and receipt of a request to purchase from the Requesting Department, the purchasing section will issue the purchase order including the request for purchase if the purchase is for $1,000.01 or more or is approved by the BOCC. In the event of an irregularity or departure from Policy, the purchase order will be referred to the Purchasing Director or County Administrator.

   (e) The Purchasing Section will post procurement opportunities on DemandStar. In the event a department maintains a list of potential bidders/proposers (with email address) that list should be provided to the purchasing section for upload to DemandStar.

   (f) Checks convicted/suspended vendor list prior to issuance of a bid tabulation.

   (g) Tabulates the responses to RFBs and submit the tabulation to the Requesting Department for determination of the low bidder. When one or more bidders propose an alternative as “an equal” to that specified in the competitive solicitation, whether the proposed substitution is, in fact, an equal is to be determined by the Requesting Department. All other competitive solicitations responses received will be listed and submitted to the Requesting Department.

   (h) Reviews all requests for contracts for goods and services prior to submission to the BOCC for review and execution.

   (i) Issues purchase orders in response to request to purchase unless the item is below $1,000.01 dollar value or the purchase has been made through a competitive solicitation which has been approved by the BOCC.
D. Requesting Department

1. Must submit an electronic “Request to Purchase” (Attachment D.2) to the Purchasing Section for all purchases of goods and services that exceed $1,000.00.

2. Provides adequate description of needed items so the Purchasing Section can assist in preparing specifications to procure the desired items and/or services.

3. Provides written justification for a special type of item and/or “Sole Source” vendor for which only the BOCC, County Administrator or Director of Purchasing may approve at the appropriate level of purchasing authority. The Purchasing Section must in all cases evaluate the request for any such commodity, service, or source.

4. Ensures that internal controls are present within the department that include, at a minimum, that there are a minimum of two people involved in the initiation of the Request to Purchase through the verification of receipt of goods or services with a person other than the one who orders the item verifying receipt by signing the invoice, bill of lading or other similar document. For goods that are purchased in any individual purchase order for which the total dollar amount equals or exceeds $2,500, internal controls should be increased either through additional employees involved in the process and/or through documentation of the receipt and application of the goods.

5. Secures P.O.’s on all purchases made during an emergency and must ensure that P.O.s are signed by the required authority. Provides the E.O.C. with a list of P.O. numbers to be utilized in the event that the normal County operations are closed.

6. The Requesting Department or the vendor must complete a “Vendor File Request Form (attached hereto as Attachment D.4.)” and “W-9” or “W-8” for foreign corporations if such documentation is not already maintained in the finance system. The Requesting Department is responsible for verifying that new vendor(s) are set up correctly in the finance system and must verify that the vendor information is correct in the finance system. Whenever there is a change of the vendor name, a new “Vendor File request form” must be submitted along with the new “W-9” to Finance and a new vendor number must be obtained. In both cases, a copy of the W-9 and a print screen of the vendor file from the finance system along with the newly obtained W-9 must also be submitted by the Requesting Department to the Purchasing Department. NOTE: Internal Revenue Service regulations require that the vendor name (payee) on the check must exactly match the name shown on the invoice; contract (if there is a contract); audit slip; W-9; and Vendor File request form.

7. All Task Orders must be reviewed and approved by the County Attorney’s office prior to execution and shall be otherwise treated as a contract. When a contractor or consultant is contracted to perform work pursuant to a Task Order, the Task Order shall be considered an independent contract in relation to, but separate from, an existing principal contract when determining the total cumulative value of $50,000.00. Any Task Order that is less than $50,000.00 may be approved and executed according to the Signatory Authority provided in 2.G and Monroe County Code Section 2-58. Any Task Order for individual construction or consultant services that is $50,000.00 or more must go to the Board of County Commissioners as a Board agenda item for the Board’s approval.
E. Delegation of Authority

Subject to the limitations of these policies and any additional procedures imposed, the County Administrator or the Purchasing Director may delegate authority when and where such action is deemed necessary.

F. Purchasing Authority

Purchasing Authority is defined as signature verification of original invoicing for receipt of the ordered goods or services for payment by Purchase Order, Audit Slip (Attachment D.3), or other fiscal documents.

1. In order to ensure proper fiscal control, purchasing authority shall be limited to the County Administrator, Assistant County Administrators, Purchasing Director, and Department Directors, unless a designee is approved and authorized by the County Administrator, Assistant County Administrators or Purchasing Director. The County Administrator, Assistant County Administrators and Purchasing Director shall have authority to sign requests to purchase up to $49,999.99. Department Directors shall sign off on all purchase orders and shall have authority to sign purchase orders up to $19,999.99 without the Administrator or Assistant Administrators signatures. Requests for Purchasing Authority are submitted using the Monroe County Purchasing Authorization Form (Attachment D.1)

<table>
<thead>
<tr>
<th>PURCHASING LEVELS FOR TOTAL DOLLAR AMOUNT</th>
<th>WHAT TO DO?</th>
<th>PURCHASING AUTHORITY (WHO APPROVES/PAYS)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$.01 - $1,000.00</td>
<td>Purchase Order not required</td>
<td>Department Director or their designees</td>
</tr>
<tr>
<td>$1,000.01 - $5,000.00</td>
<td>Requires electronic Request to Purchase form to Purchasing. Price reasonableness documentation is required to be maintained by the Requesting Department.</td>
<td>Department Director or designees</td>
</tr>
<tr>
<td>$5,000.01 - $9,999.99</td>
<td>Request to Purchase form along with documentation of price reasonableness justification is required to be submitted as documented by Requesting Departments.</td>
<td>Department Director or designee</td>
</tr>
<tr>
<td>$10,000.00 - $19,999.99</td>
<td>Request to Purchase form along with three (3) or more price quotes as documented by Requesting Departments.</td>
<td>Department Director authorized for purchases of $10,000.01 and above. (Designee allowed for purchases up to $10,000.00 only.)</td>
</tr>
<tr>
<td>$20,000.00 - $49,999.99</td>
<td>Request to Purchase form along with three (3) or more price quotes. Requesting Department will solicit quotes.</td>
<td>County Administrator, Assistant County Administrator or Purchasing Director</td>
</tr>
<tr>
<td>$50,000.00 AND OVER</td>
<td>Competitive Bid process BOCC prior approval required. Governed by County ordinance, as supplemented by the Purchasing Policies and Procedures Manual.</td>
<td>BOCC</td>
</tr>
</tbody>
</table>

2. If the County Administrator or Purchasing Director determines such to be in the County’s best interests, the requirements for three or more quotes or competitive solicitation may be required for purchasing goods or services at a lower level of procurement requirements than shown in the chart. The Requesting Department should utilize price quotes, telephone or internet research to document price reasonableness. When the goods or services are procured through Cooperative Purchasing Agreements or other competitive solicitation methods, price quotes are not required by the Requesting Department. When obtaining price quotes, the
Requesting Department must diligently seek to obtain quotes and such efforts should be documented (by noting calls and emails etc.) and provided to the Purchasing Office in the event that an adequate number of response are not received along with the Requesting Department’s directors certification that his/her department has made all efforts to comply with the Policy. If the Requesting Department, after exercising due diligent and good faith effort to obtain two or more said quotes, does not receive an adequate number of responses from contractors or vendors it may either seek to have the Board waive Policy in this regard or the Director of the Requesting Department may certify in writing he/she has verified his/her department’s diligence and effort to obtain the required price quotes, and represents to the Purchasing Department that the department is otherwise justified in proceeding with the purchase.

3. A contract may not be split into multiple contracts for services, goods or public improvement for the purposes of evading the requirements of this section. Where a procurement of services, goods or public improvement are cyclical in nature or have to be procured in phases, the Requesting Department shall, to the maximum extent practicable, contract for the full scope of the service, good or public improvement based on an estimate of the full scope of service, good or public improvement anticipated to be required at the time of bidding. For purposes of this section when consecutive multiple contracts for services, goods or public improvement are issued because the full scope of the service, good or public improvement are unknown or cannot be determined or is a function of the funding source (e.g. grant funding is only available for a portion and further grant funding is unknown) or as a result of other agency requirements (e.g. sewer connection notices), such contracts shall not be considered as split and each contract shall stand alone for purposes of purchasing level classification.

4. The following purchase thresholds shall be applied to all purchases based on the cumulative value of the purchase regardless of whether the purchase is a one-time, one event, purchase or a recurring, multiple event purchase which may exceed a 12-month period.

5. The actual amount of the invoice, bill of lading or similar document shall not exceed the purchase order amount by more than 20%.

G. Signature Authority for Agreements

Signature Authority is defined as authority to execute agreements/contracts or leases where the total cumulative value is less than $50,000.00. The Board hereby approves, authorizes, and delegates to the County Administrator (or his designee) threshold approval signature authority to execute contracts/ agreements or leases as set forth herein. Only the BOCC has the authority to approve and enter into multi-year agreements and to obligate funds based on budget appropriation approval, except that the County Administrator has the authority to execute multi-year agreements only when the total cumulative contract amount is less than $50,000.00. When the County Administrator appoints a designee, it shall be done in the form of a written memo signed or initialed by the County Administrator and sent to the Clerk of Court and shall identify the date or dates in which the designee is authorized to act on the County Administrator’s behalf. If the delegation of authority is for more than 30 consecutive calendar days, the County Administrator shall issue an updated memo on a quarterly basis. If the County Administrator authorizes a person to act as a designee, such person shall comply with Section 112.3145, Florida Statutes and the financial disclosure requirements set forth therein.
The County Administrator (or his designee) is responsible for assuring the following: An understanding of what is being approved; the information and supporting documentation is accurate and complete; the transaction is allowable, reasonable and justified; the transaction is charged to the correct project(s); there are adequate funds to cover the expense; and the funding source is appropriate for the expenditure. The Requesting Department shall provide a completed Contract Summary Form for contracts less than $50,000.00 (See Attachment D.5.) to the County Administrator along with the contract/agreement or lease to be considered for execution by the County Administrator.

All contracts/agreements or leases will be in a form approved by the County Attorney’s Office prior to execution. The County Attorney may require approval or ratification of an agreement by the BOCC.

All executed agreements/contracts or leases must be furnished to the Clerk for record keeping and retention purposes.

**Contract amendments/contract extensions:** Contract amendments which provide for the alteration of specifications, extensions of delivery dates and performance time or similar provisions of a contract without changing the scope of the project, may be approved by the County Administrator (or his designee) if the total cumulative value of the contract including the amendment is less than $50,000.00.

**Contract Extensions:** The County Administrator (or his designee) shall have the authority to execute extension(s) that do not exceed six months (cumulatively) of previously approved contracts. If the extension is for more than six (6) months, then the extension must be approved by the BOCC.

**Contract Renewal:** The County Administrator (or his designee) shall have the authority to execute renewals of contracts for commodities and/or services subject to the following conditions:

1. The contractor has performed in a satisfactory manner and that the contract manager has received a request to renew from the contractor and that the contract manager has verified satisfactory performance.
2. The BOCC approved agreement provided for a renewal subject to the terms and conditions set forth in the initial contract. Cost and term modifications must be addressed in the original solicitation document and/or resulting contract.
3. The renewal is done for a set period of time identified in the solicitation and/or contract, commencing at the end of the initial term of the contract.

The Contract Manager of the Requesting Department shall provide a completed Contract Renewal Form for contracts less than $50,000.00 (See Attachment D.6,) in addition to the County Summary Form for contracts less than $50,000.00 to the County Administrator along with the renewal agreement to be considered for execution by the County Administrator.

Renewals that fail to meet one or more of the conditions set forth herein will require the approval of the BOCC.
Consent to Assignments; Interlocal Agreements (ILA) or Memorandum of Understandings (MOU): The BOCC shall approve all assignments of contract(s), and ILAs or MOUs with a Public Agency as defined in F.S. 163.01.

H. Local Preference

It is the policy of Monroe County to provide a local preference in competitive bidding and in obtaining price quotes when required by this Policy. The intent and justification for providing a local preference is set forth in Section 2-349 of the Monroe County Code. A local business, as defined in Section 2-349, may also be given a preference of five percent (5%) in obtaining price quotes when pricing is the major consideration and when price quotes are required by this Policy.

I. Non-discrimination

It is the policy of Monroe County to provide equal opportunity to all qualified persons in gaining entry to do business with the County. To help achieve an optimum level of competitiveness, Monroe County does not discriminate on the basis of race, color, sex, national origin, religion, age, ancestry, sexual orientation, gender identity or expression, familial status or disability in its purchase of goods and services.

J. Payment Dispute Resolution

The purpose of this procedure is to ensure the prompt review and payment of all vendor invoices and if a dispute arises regarding a vendor invoice, a procedure for the prompt resolution of the dispute. Payment of invoices for work performed for Monroe County Board of County Commissioners (County) is made in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act. This procedure will apply to any payment dispute between the County and a contractor or vendor (both referred to as “vendors” in this section) over the County’s nonpayment of a payment request or invoice when there is no specific dispute resolution procedure prescribed in the contract.

If the invoice reviewed is determined to be in compliance with the terms of the contract or purchase order that governs payment, the invoice shall be noted as “proper” and forwarded to the Clerk for payment.

Dispute Resolution Procedure

1. If an improper invoice is submitted by a vendor, Monroe County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what corrective action on the part of the vendor is needed to make the payment request or invoice proper. The vendor should take corrective action and resubmit a Proper Invoice to the County. The vendor’s steps shall be that of initially contacting the Requesting Department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in accordance with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a “Corrected Invoice” to the Requesting Department which will initiate the payment timeline of a Proper Invoice.

a. Requesting Department for this purpose is defined as the County department for whom the work is performed.
b. Proper Invoice for this purpose is defined as an invoice submitted for work performed that
meets prior agreed upon terms or conditions to the satisfaction of Monroe County and in
accordance with Sec. 218.72, Florida Statutes.

2. Should a dispute result between the vendor and the County over payment of a payment request
or an invoice, then the vendor should submit their notice of dispute in writing to the Requesting
Department. The Requesting Department should acknowledge receipt of the vendor’s notice of
dispute and provide the vendor with the County’s dispute resolution procedure by mail or email,
if available. Each Requesting Department shall assign a representative who shall act as a
“Dispute Manager” to resolve the issue at departmental level.

3. The Dispute Manager shall investigate the dispute and document the steps taken to resolve the
issue. The Dispute Manager should, as part of his or her investigation, ascertain if
the work, for which the payment request or invoice has been submitted, was performed to
Monroe County’s satisfaction and duly accepted by the Proper Authority. Proper Authority for
this purpose is defined as the Monroe County representative who is designated as the
approving authority for the work performed in the contractual document.

4. Dispute resolution procedures shall be commenced no later than forty-five (45) days after the
date on which the payment request or invoice was received by Monroe County and shall not
extend beyond sixty (60) days. The Dispute Manager must complete the investigation and
furnish a written determination to the vendor.

5. If the vendor is not satisfied with the Dispute Manager’s resolution of the dispute, the
County Administrator or his or her designee shall be the final arbiter in resolving the
issue and will issue their final decision in writing within sixty (60) days after the date on
which the payment request or invoice was received by Monroe County.

6. If the County does not commence the dispute resolution procedure within the time frame as
set forth above and in accordance with F.S. 218.76, a vendor may give written notice to the
County of the failure to timely commence its dispute resolution procedure. If the County fails
to commence the dispute resolution process within 4 business days after such notice, any
amount resolved in the contractor’s favor shall bear mandatory interest, as set forth in sec.
218.735(9), from the date the payment request or invoice containing the disputed amounts was
submitted to the County. If the dispute resolution procedure is not commenced within 4
business days after the notice, the objection to the payment request or invoice shall be deemed
waived as per F.S. 218.76(2)(b). This waiver of an objection pursuant to this paragraph does
not relieve a contractor of its contractual obligations.

7. Monroe County Dispute Resolution Procedures shall not be subject to Chapter 120 of the
Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be
intended as an administrative proceeding which would prohibit a court from ruling again on
any action resulting from the dispute.

8. Should the dispute be resolved in the County’s favor interest charges begin to accrue fifteen
(15) days after the final decision made by the County. Should the dispute be resolved in
the vendor’s favor the County shall pay interest as of the original date the payment was due.

9. For any legal action to recover any fees due because of the application of sections 218.70 et.
seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party.

CHAPTER 3. COMPETITIVE SOLICITATION PROCESS

Any purchase or contract estimated to cost $50,000.00 or greater shall be awarded by competitive solicitation, unless the purchase or contract is for goods and services as set forth in Monroe County Code Section 2-347(e)(2), (e)(3) and (e)(5) and is otherwise authorized by the BOCC and in compliance with the requirements of this Policy. For step-by-step procedures concerning the Competitive Solicitation Process, please refer to Monroe County Administrative Instruction #4802, Competitive Solicitation Process.

A. Notice Inviting Competitive Solicitations

1. Specifications: The Requesting Department must prepare competitive solicitation specifications, along with a Memorandum of Request for Competitive Solicitations (see Attachment A. or Administrative Instruction #4802, Competitive Solicitation Process), and deliver simultaneously to the County Attorney’s office via email to obtain prior legal review/approval prior to submission to the Purchasing Office. Competitive Solicitation specifications should be written broadly enough to encourage a broad range of responses. Competitive solicitation specifications should not be written to steer prospective responders toward the competitive solicitation or “rig” the competitive solicitation for any one particular vendor. It is the responsibility of the Requesting Department to electronically obtain the approved competitive solicitation from the reviewing attorney.

2. Advertisement: Following legal approval by the reviewing attorney, the County Attorney’s Office will obtain an assigned opening date from Purchasing. The County Attorney’s Office will prepare and transmit the Notice inviting competitive solicitation for publication one time in the Key West Citizen, as the local newspaper qualifying under Florida Statutes Chapter 50.031, and, per BOCC direction one time in the Lower Keys (News Barometer), Middle Keys and Upper Keys (Keys Weekly) area newspapers. The Notice of competitive solicitation shall also be posted to the County’s website. Sample Notice of Request for Competitive Solicitation is attached as Attachment B.a and B.b., or see Administrative Instruction #4802, Competitive Solicitation Process.

Following transmittal of the Notice to the newspapers by the County Attorney’s Office requesting publication, the County Attorney’s Office will email the executed original Memorandum to the Requesting Department. It is the responsibility of the Requesting Department to email omb-purchasing@monroecounty-fl.gov: 1) the executed original Memorandum of Request for Competitive Solicitations 2) a copy of the final approved competitive solicitation (in .pdf format) and the Notice (as it will publish and in Word format), in time for the competitive solicitation to be uploaded to Demandstar prior to first publication of the Notice in the newspapers.

The notice shall also be publicly posted by the Purchasing Office in a consistent public location at least twenty-one (21) days preceding the last day established for the receipt of competitive solicitations. The Purchasing Office will be responsible for ensuring all competitive solicitation documents are uploaded to Onvia by DemandStar for distribution.
The competitive solicitation notices shall comply with any applicable statutes and the following shall also apply:

a) The competitive solicitations for services, goods or public works that are projected to cost $100,000.00 or less must be publicly advertised in a newspaper of general circulation in the county, on a date that is no later than 21 days (excluding the publication date) before the date established for the competitive solicitation opening and that is no later than five days before any pre-bid conference or pre-proposal conference.

b) The competitive solicitations for services, goods or public works, that are projected to cost more than $100,000 but less than $500,000 must be publicly advertised in a newspaper of general circulation in the county, on a date that is no less than 30 days (excluding the publication date) before the date established for the competitive solicitation opening and that is no later than five (5) days before any pre-bid or pre-proposal conference.

c) The competitive solicitations for services, goods or public works that are projected to cost $500,000.00 or more must be publicly advertised in a newspaper of general circulation in the County, on a date that is no later than 45 days (excluding the publication date) before the date established for the competitive solicitation opening.

In addition, Notice shall also be publicly posted by the Purchasing Office in a consistent public location for the same time periods shown above.

3. **Scope of Notice:** The public notice required herein shall include a general description of the articles to be purchased or sold, shall state where competitive solicitation instructions and specifications may be secured, and the time and place for opening competitive solicitations. Sample *Notice of Request for Competitive Solicitation* is attached as Attachment B or see Administrative Instruction #4802, *Competitive Solicitation Process*.

4. All competitive solicitations received must remain valid for a minimum period of ninety (90) days from the competitive solicitation opening.

5. **Bid Security Deposit:**
   **Construction Projects.**
   Each bid to a competitive solicitation for a construction project estimated to be $200,000.00 or more must be accompanied by a good faith bid security in an amount equal to five percent (5%) of the bid price, by way of a bid bond from a surety insurer authorized to do business in Florida as a surety or any method permitted in Section 255.051, Florida Statutes and as amended, pursuant to Monroe County Code Section 2-347(i). If the security is in the form of a check or draft, it shall be made payable to Monroe County BOCC. The County Administrator or his designee shall have discretion to require a good faith bid security for construction projects estimated to be less than $200,000.00. A construction project may not be divided into subparts to avoid the requirement of the bid security.

   **Water System or Sewer Improvements.**
   Each bid to a competitive solicitation for construction of water system improvements or sewer improvements shall comply with sections 153.10(3) and (4), Florida Statutes and as amended.
**Bid Security Forfeiture and Return.**

Bid securities may remain in the custody of the County OMB for up to 90 days from the bid opening date or until forfeited or released. The bid security of the successful bidder shall be returned to the bidder after (a) the bidder executes the contract (b) delivers a good and sufficient performance bond, payment bond and required proof of insurance as may be required in the contract documents and (c) commences performance of the contract. If after the BOCC accepts the bid to a competitive solicitation the successful bidder refuses or is unable to execute the contract, to provide the required contract bonds or proof of insurance, or commence performance, then the bid security will be forfeited to, and become the property of, the county as liquated damages for the county’s loss of bargain.

The bid security of unsuccessful bidders may be returned to the bidder when the award of bid is made and the successful bidder executes the contract, or if all bids have been rejected. Bid securities in the County’s possession for more than 90 days from the bid opening date shall be returned to unsuccessful bidders in accordance with Monroe County Code Section 2-347(i).

Bidders may withdraw their bid and request, in writing, an earlier return of their bid security under the conditions set forth in Monroe County Code Section 2-347(i)(1); however, this action removes the bidder from further consideration should the lower bidders decline the award or withdraw their bids.

6. **Addenda:** An *addendum to a specification* shall be defined as an addition or change in the already prepared specifications for which an invitation has been mailed for formal quotations or an announcement has been posted for competitive solicitation.

   a) All Addenda must be approved by both legal and the Requesting Department prior to submission to the Purchasing for posting on Demandstar. An *Approval to Issue Addendum Form* (See Attachment B.1.) must be originally executed by the reviewing attorney and the Department Director of the Requesting Department. The executed *Approval to Issue Addendum Form* must be attached to the Addenda upon receipt by Purchasing for execution by the Purchasing Director or designee. The executed original *Approval to Issue Addendum Form* must be retained with the related competitive solicitation in Purchasing. The addendum shall clearly point out any addition or change to the specifications.

   Addenda must be posted and available for viewing on Demandstar no later than five (5) business days prior to the advertised opening (not counting the day of the opening) and/or in compliance with any other applicable requirements unique to each competitive solicitation.

   b) The Purchasing Office shall be responsible for notifying all prospective responders who have received specifications of any issued addenda in writing five (5) calendar days prior to the competitive solicitation opening date (also see Administrative Instruction #4802, *Competitive Solicitation Process*). Specifications and addenda in the possession of the Purchasing Office are controlling.

   c) Each responder shall examine all competitive solicitation documents and
shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information pertaining to the competitive solicitation shall be made to the Requesting Department. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given. If any addenda are issued, Monroe County will attempt to notify all prospective responders who have secured the same.

B. Procedure for Competitive Solicitation

1. All public notices calling for competitive solicitation bids, proposals, or replies will include a notification of the date, time and place that the responses will be accepted and opened. Any and all responses received after the time and date of acceptance will not be considered.

2. All responses shall be opened by the Purchasing Office in accordance with the Notice of Competitive Solicitation. All competitive solicitations shall remain valid for a minimum period of 90 days.

3. The Purchasing Office shall receive and retain in electronic format all published competitive solicitations, notices, addenda, Notice of Intended Decision, the Agenda Item Summary and attachments relating to the solicitation and award of the contract, pre-bid meeting sign in sheet(s), selection committee meeting sign in sheet(s), scoring sheet(s) and ranking sheet(s); and related competitive solicitation documentation pursuant to the Florida Department of State General Records Schedule GS1-SL for State and Local Government Agencies, applicable local and statutory regulations and any other regulations that may apply.

4. All Respondents submitting responses for construction, improvement, remodeling or repair of public buildings, will furnish evidence that they hold the required and/or appropriate current certificate or registration per Ch. 489.131 F.S. unless exempt under Ch. 489.103 F.S.

5. All openings shall be open to the public and the Purchasing Office shall certify and keep a record of said openings. The bid openings will be held in accordance with the Notice of Competitive Solicitation, which may provide for members of the public to attend virtually.

6. A comprehensive review of the responses will be conducted by the Requesting Department. The Purchasing Office will prepare a tabulation of the competitive solicitation opening and certify whether or not any of the respondents that have submitted a response appears on the State of Florida Convicted or Suspended Vendor list.

7. The Requesting Department shall review the information submitted pursuant to MCC Section 2-347(h) in determining a responsible responder. The Department Director/Requesting Department may consult with the County Attorney or other departments to assist with the evaluation or investigation of this information.

a) The Requesting Department may use a selection committee appointed by the Department Director to review, analyze, evaluate and rank/rate the applicable solicitation responses received and report their findings to the BOCC for
consideration and approval. In the event a selection committee is to be used, the solicitation shall so specify.

Selection committees shall be comprised of no less than three (3), and no more than seven (7), members.

Each selection committee shall have at least one member who is employed by the Requesting Department and at least one member who is not employed by the Requesting Department. Depending on the extent of technical information that may be contained in any solicitation, the Department Director may appoint several members from his department, but no more than 2/3 of the members may be from the same department. There shall be no consultants contracted by the County and no County Commissioners on a selection committee. Generally, no County Attorney shall be a voting member of a selection committee unless the County Attorney’s office is the Requesting Department.

If the issue(s) involve any other government agency, the Department Director may appoint someone from an affected agency to be on the committee.

b) Should a selection committee be formed, the following documents must be sent to the Purchasing Department in electronic format:

1) Sign-in sheet(s) for Selection Committee meetings held
2) Individual score sheets for each committee member
3) Ranking sheet that documents all of the scores for each Respondent, by committee member

c) A copy of the Notice of Intended Decision (Samples are attached as Exhibit A) or similar document must be sent to the Purchasing Department to be posted on DemandStar.

8. A BOCC meeting agenda item shall be prepared by the Requesting Department and attached to the recommended bid. An electronic file of the agenda item summary sheet and all documents attached to that agenda item should be forwarded to the Purchasing Office after the BOCC has approved the item to be retained in the competitive solicitation file.

9. Upon approval by the County Administrator, the response(s) will be submitted for BOCC consideration on a future regular meeting agenda (within sixty (60) calendar days of selection) for BOCC approval of an award. A copy of the agenda item seeking approval of an award shall be sent to the Purchasing Office via e-mail.

10. The County Administrator and/or appropriate Department Director will be responsible for presenting recommendations to the BOCC.

11. Once the BOCC has made a decision, the Requesting Department Director or the designated contract manager will be responsible for ensuring the accomplishment of that which was approved and issuing a P.O. for the full contract purchase amount.

12. When the BOCC directs staff to provide for oral presentations to be made on a competitive solicitation, all the procedures in F.S. 286.0113, F.S. 119.07(1) and Section 24(a), Art I. of the State Constitution shall control.
C. Tie Responses

Except where prohibited by federally funded contracts, in the event the same competitive solicitation amounts are received from two or more responders who are considered by the BOCC to be equally qualified and responsive or when two or more responders are equal in rank and score, and only one of the responders has a principal place of business in Monroe County, FL, the award shall be to the responder who has a principal place of business located in Monroe County, FL. Otherwise, the tie will be resolved by draw from an opaque container.

D. Rejection of Responses

1. The BOCC shall have the authority to reject any and all responses to a competitive solicitation request.

2. If the lowest, responsible response exceeds the budgeted amount and the BOCC does not appropriate additional funds, the requesting authority may solicit approval from the BOCC 1) to amend the project specifications and re-advertise the competitive solicitation or 2) to reduce the scope of the project and negotiate a contract for a portion of the project specifications with the lowest responsive bidder and re-advertise a competitive solicitation for the remaining work when, and if, funding becomes available.

3. If no response is received, the BOCC may be requested to authorize the County Administrator to undertake a different level of competitive selection, including but not limited to a request for letters of interest, and, upon receipt of any response to get approval from the BOCC to proceed with a second mechanism, which may include direct negotiations to purchase the item/service. The BOCC would then consider the results of said negotiations and determine whether acquisition of these goods or services at the negotiated price would be in the County’s best interest, and if so, authorize the requisition.

4. Late responses. Any and all responses received after the time and date of acceptance will not be accepted.

E. Waiver of Irregularities

The BOCC shall have the authority to waive any and all irregularities in any and all formal bids, proposals or other responses to competitive solicitation requests.

F. Award of Contract

The Mayor, when authorized by majority vote of the BOCC, shall execute formal contracts valued at $50,000.00 or more having a binding effect upon the County. The board of county commissioners’ determination as to the following is discretionary with the board and is final: whether a bid is the lowest in price, based upon the same criteria set forth in subsection 2-347(i)(3) of the Monroe County Code; whether a proposal is the highest ranked, with price as a consideration when applicable; whether a bid variation from the county’s specification is slight and immaterial or substantial and material; and whether a response is submitted by a responsive responsible bidder, as defined in the Monroe County Code.

The board of county commissioners at all times reserves the right to waive variations from the specifications that do not render a bid nonconforming, to reject all competitive solicitations, re-advertise for competitive solicitations, or to abandon any project, purchase of goods, or request for competitive solicitations.
G. **Protest Procedure**

Any Bidder/Respondent/Proposer who claims to be adversely affected by the decision or intended decision to award a contract shall submit in writing a notice of protest which must be received by the County Attorney’s Office within seventy-two (72) hours or three (3) business days, whichever is less, after the posting of the notice of decision or intended decision on DemandStar or posting of the Notice of Decision or Intended Decision on the Monroe County Board of County Commissioners’ (BOCC) agenda, whichever occurs first. Additionally, a formal written protest must be submitted in writing and must be received by the County Attorney’s Office seventy-two (72) hours or three (3) business days prior to the Board of County Commissioner’s meeting date in which the award of contract by the Board of County Commissioners will be heard. The only opportunity to address protest claims is before the BOCC at the designated public meeting in which the agenda item awarding the contract is heard. In accordance with the Rules of Debate as set forth in the Monroe County Board of County Commissioners Administrative Procedures, the Bidder/Respondent/Proposer that filed the protest is responsible for providing the Clerk with his/her name and residence prior to the agenda item to award the contract being called in order to preserve their opportunity to be heard on this matter. An individual has three (3) minutes to address the Commission and a person representing an organization has five (5) minutes to address the Commission. The BOCC decision to award the contract is final and at their sole discretion. Failure to timely protest within the times and in the manner prescribed herein shall constitute a waiver of the ability to protest the award of contract, unless the BOCC determines that it is in the best interest of the County to do so. The filing of a protest shall not stop the solicitation, negotiations, or contract award process, unless it is determined that it is in the best interest of the County to do so.

**CHAPTER 4. PURCHASE OF PROFESSIONAL SERVICES**

A. **Definition**

A professional service shall be defined as assistance obtained in support of County operations from an independent contractor in one or more of the following professional fields:

1. **Appraisal Services** - real and personal property appraisers (as per Chapter 125.355, F.S.).

2. **Architecture**, professional engineering, landscape architecture, or registered land surveying services (as per Chapter 287.055, F.S.).

3. **Audit and Accounting Services** - auditors and accountants (excepting the selection of the annual auditor which shall be conducted as per Chapter 11.45, F.S.).

4. **Consultants** - planning, management, technological or scientific advisors.

5. **Financial Services** - bond counsel, rating and underwriting, financial advisor, and investment services.

6. **Legal Services** - attorneys and legal professionals authorized by the Office of the County Attorney, including expert witnesses, conflict counsel, Division of Administrative Hearings (DOAH) services, lobbying services, investigative services, interpreter services, court reporting services or advertising services and any other services required by the Office of
the County Attorney.

7. Medical Services - medicine, psychiatry, dental, hospital, and other health professionals.

**B. Methods of Acquisition**

Because differences in price may only be a minor concern compared to qualitative considerations, professional services may be exempted by the BOCC from the competitive bidding process. When purchasing professional services below $50,000.00, obtaining price quotes as set forth in Chapter 2 of this policy is strongly recommended, but are not required. The Requesting Department should document why price quotes are not provided. The County Administrator may require competitive solicitation in the form of an RFQ or RFP.

Professional services, subject to the competitive solicitation process, will be typically acquired through one of the following methods:


2. Request for Qualifications (RFQ).
   a) Responding firms are ranked based upon criteria set forth in the RFQ. If presentations are requested by the County, they will be held in compliance with F.S. 286.0113.
   b) The County will negotiate a contract with the firm selected by the BOCC as the highest ranked firm/individual.
   c) The negotiated contract will be reviewed and placed before the BOCC for approval.

Requests for outside legal services will be referred to the County Administrator and the County Attorney for review and comment as to whether said services are necessary and/or appropriate. Requests for outside legal services may be exempted from formal competition by the BOCC at the request of the County Administrator or County Attorney.

**C. Continuing Contracts**

**Definition:**

A continuing contract is defined as a contract for professional services in accordance with all the procedures of Florida Statute Sec. 287.055 between the County and a firm whereby the firm provides professional services for professional architects, engineers, landscaping, or surveying and mapping services for projects in which the estimated construction cost of each individual project under the contract does not exceed the amount of Two Million and 00/100 ($2,000,000.00) Dollars, or for a study activity if the fee for professional services for each individual study under the contract does not exceed Two Hundred Thousand and 00/100 ($200,000.00) Dollars, for work of a specified nature as outlined in the contract required by the County, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause. Firms providing professional services under the continuing contracts shall not be required to bid against one another.
Competitive Selection of contractors for continuing contracts:

Continuing contracts shall be chosen by the competitive selection process. During the selection process, a selection committee shall rank the professional service contractors. The Board of County Commissioners shall approve the award of each contract for a general continuing contract. The number of contractors to be chosen shall be at the discretion of the Board of County Commissioners.

Award of individual contracts to contractors:

1. Separate contracts or task orders for each individual project shall be awarded among the contractors who have been awarded a general continuing contract.
2. Separate contracts or task orders for each individual project shall be approved by the Board of County Commissioners when required under the purchasing policy.
3. The separate contracts or task orders for each individual project shall be awarded on a rotating basis beginning with the top ranked professional service contractor and continuing to the next contractor in ranked order.
4. When the County has identified an appropriate project, County staff shall consult with the next ranked contractor in rotation and shall negotiate the terms of a contract for the specific individual project. If the County and the next ranked contractor in rotation are unable to come to agreement as to the terms of a contract, the contractor shall be placed back in rotation and the staff shall move on to the next ranked contractor in rotation to begin negotiations, and the process shall continue until an agreement can be reached.
5. The order of rotation may be changed by the County Administrator, or an Assistant County Administrator, upon written request by the Department documenting any one of the following reasons:
   a) If the next ranked contractor is not available within the time required by the County for an upcoming project, the contract may be awarded to the next contractor in rotation who is available; or
   b) If a project requires a particular skill set or expertise which, in the discretion of the County Administrator or his designee, is more suitable to a contractor who is not next ranked in the order of rotation, the County Administrator may award the project regardless of rank order; or
   c) If the next ranked contractor has been awarded and is currently working on other County projects, the contract may be awarded to the next contractor in rotation who is not currently engaged or working on other County projects.
   d) In case of emergency, the County is not required to follow the order of rotation in order to accomplish the necessities of the situation. For purposes of this policy, emergency shall be defined as in the Monroe County Code at Section 2-347 (k) (1).
   e) When a contractor is not awarded a contract due to the reasons stated herein, that contractor shall be given the next project in rotation for which he is available and possesses the requisite expertise.
6. It is the intent of the Board of County Commissioners that the contracts be ranked and rotated in order of ranking so that the award of contracts are distributed among the contractors and no particular contractor shall be given a contract out of order except for the reasons stated above.
7. The Requesting Department shall document and provide an explanation (in the agenda item, Department Report or other reasonable method) to the Board of County Commissioners when a contract or task order is $50,000 or more and to be awarded out of the ranked order of rotation.
CHAPTER 5 - DESIGN/BUILD CONTRACTS

A. Procedure

1. Procurements for the design and construction of public construction projects may be obtained through a single contract with a firm selected in a manner permitted under Chapter 287.055, F.S. and the procedures set forth in this section.

2. For the purpose of this section, the following definitions shall apply:

   a) A “design/build firm” means a partnership, corporation, or other legal entity which is:

      (1) Certified under Chapter 489.119, F.S., to engage in contracting through a certified or registered building contractor as the qualifying agent; and;

      (2) Qualified under Chapter 471.023, F.S., to practice or to offer to practice engineering; certified under Chapter 481.219 F.S., to practice or to offer to practice architecture; or certified under Chapter 481.319 F.S., to practice or to offer to practice landscape architecture.

   b) A “design/build contract” means a single contract with a design build firm for the design and construction of a public construction project.

   c) A “design criteria package” means concise performance-oriented drawings or specifications of the public construction project. The purpose of the design criteria package is to furnish sufficient information so as to permit design-build firms to prepare a bid or a response to a Department request for proposal, or to permit a Department to enter into negotiated design-build contract. The design criteria package shall specify such performance-based criteria for the public construction project, including, but not limited to, the legal description of the site, survey information concerning the site interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, storm water retention and disposal, and parking requirements, as may be applicable to the project.

   d) A “design criteria professional” means a firm that holds a current certificate of registration under Chapter 481 F.S. to practice architecture or landscape architecture or a firm who holds a current certificate as a registered engineer under Section 471 F.S. to practice engineering and provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the design criteria package.

3. The design criteria package shall be prepared and sealed by a design criteria professional employed or retained by the BOCC. If the BOCC elects to enter into a professional services contract for the preparation of the design criteria package, then the design criteria professional shall be selected and contracted with in accordance with the requirements of Chapter 287.055 F.S. The design criteria services of a firm under continuing contract may also be utilized if the project construction costs are estimated not to exceed $2 million and provisions for design criteria services are included within or added to such contracts. All
solicitations for professional services to prepare a design criteria package(s) shall inform the recipient firms of the following information:

a)  A description of the project;

b)  The work to be performed;

c)  Written notification that the design criteria professional who has been selected to prepare the design criteria package shall not be eligible to render services under a design-build contract executed pursuant to the design criteria package.

4. Upon completion of the Design Criteria Package, procurements of Design/Build services shall be processed in a manner consistent with Chapter 3 Competitive Solicitation Process.

5. The BOCC may appoint, direct and empower a technically qualified screening committee to review, analyze, evaluate and rank/rate the applicable Design/Build proposals and report their findings and recommendations back to the BOCC for consideration and contract award.

6. The BOCC may declare a public emergency, where appropriate and authorize the using Department to negotiate an agreement for BOCC approval with the best-qualified design-build firm available at that time.

7. In lieu of the design/build contractor selection procedure described above, the Department may use a process established by statute and authorized by the BOCC, however, for all design/build competitive selection documents the following shall apply:

a)  Proposals must consist of a technical proposal and a price proposal. The two proposals must be segmented into separate sealed packages and clearly marked

   (1)  The technical proposal must include all the information requested in response to the scope of services described in the design criteria package.

   (2)  The price proposal must include one lump sum cost for all costs of the project as defined by the scope of services of the design criteria package.

CHAPTER 6 - CONTRACTS/AGREEMENTS

A. Contract Review

1. All contracts, leases and/or agreements of $50,000.00 or more shall be reviewed by Risk Management, Purchasing/OMB, the appropriate Department Director, and the County Attorney’s Office prior to being placed on the agenda for BOCC approval. A contract summary will be attached to each contract/agreement. All agenda item summaries and contract summaries accompanying agenda items shall be prepared by the Requesting Department.

2. The Department Director of an approved contract/agreement shall designate a Contract Manager who shall be responsible for enforcing performance of said contract/agreement terms and conditions.
B. Requirements

1. Per Fla. Statutes, Chapter 287.0582 all contracts which bind Monroe County for the purchase of services or tangible personal property for a period in excess of one (1) fiscal year must have the following statement included in the contract. “Monroe County’s performance and obligation to pay under this contract is contingent upon an annual appropriation by the BOCC.”

2. Public Entity Crime Statement (Attachment D.8): All requests for competitive solicitation and any contract document shall contain a statement which reads as follows (Section 287.133 F.S.): “A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, 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 on leases of real property to 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 Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

3. Ethics Clause (Attachment D.9): Each contract/agreement entered into by the County shall contain in accordance with Section 5 (b) Monroe County Ordinance No. 010-1990 the following ethics clause; “(Person or business entity) warrants that he/it had not employed, retained or otherwise had act on his/its behalf any former County officer or employee subject to the prohibition of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 020-1990. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.”


6. Vendor Certification Regarding Scrutinized Companies List (Attachment D.12): Each bid shall contain this certification.

C. CPI Computation

A multi-year contract/agreement amount agreed to herein may be adjusted annually in accordance with the percentage change in the Consumer Price Index for all urban consumers (CPI-U), for the year ending December 31 of the previous year.

D. Exceptions

1. There are certain expenditures for which the processing of a purchase order is unnecessary. The following should be made without purchase orders, but audit slips must be attached to invoices before being sent to Clerk’s Finance Department for payment:
a) Employee expenses such as conference expenses, hotel expenses, mileage and other reimbursable expenses in performance of day-to-day duties.

b) Interdepartmental charges - billings for specific office repairs, fuels from bulk storage, County vehicle maintenance or repairs, etc.

2. The Purchase of the following specific goods and or services requires a purchase order and in addition shall be regulated by the appropriate Administrative Instruction.

a) All radio communications service and equipment - including but not limited to two-way personnel and vehicle radios, beepers and etc. Monroe County Administrative Instruction #5511.

b) All telephone systems, lines, services, equipment and audit costs for same. Monroe County Administrative Instruction #4401.

c) All computers and or data communications hardware, software, product and services. Monroe County Administrative Instruction #4401.

d) Business cards are subject to Monroe County Administrative Instruction #4800.

e) All travel shall be approved and/or regulated by the Monroe County Administrative Instruction #4716.

f) All purchase of vehicles, rolling equipment or emergency generators (excluding fire trucks and ambulances) shall conform to Monroe County Administrative Instruction #6402.

E. Preference to Florida businesses (F.S. 287.084)

When required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive response is a vendor whose principal place of business is in the State of Florida, then the County may award a preference to the lowest responsible and responsive vendor having a principal place of business within the State of Florida. However, this section does not apply to transportation projects for which federal aid funds are available.

F. Preference to businesses with drug-free workplace programs (F.S. 287.087)

Whenever two or more responses that are equal with respect to price, quality, and service are received by the County for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

G. Change Orders

1. Whenever there is a change to a construction contract or professional services contract or task order, a Change Order must be prepared (see Attachment D.7 and D.7a) explaining the revision. A change to a construction contract or professional services contract or task order modifies the agreement and work and includes changing the original contract price and/or extending the date of substantial completion of the subject project or final date that the professional service must be completed or performed.
2. The County Administrator has the final approval and authority for execution of a Change Order provided the Change Order for a given project or service does not exceed $50,000.00, or five (5) percent of the original contract price, whichever is greater. Change Orders may be approved and executed according to the Signatory Authority provided in 2.G and Monroe County Code Section 2-59.

3. Before the County Administrator executes a Change Order described in the above item G.2., he must first notify the members of the Board of County Commissioners of his intent to do so at least 24 hours before executing it. The County Administrator has the authority, without notifying the Board of County Commissioners, to approve a Change Order to alter the substantial completion date by up to six (6) months provided that it does not change the contract amount.

4. A report must be provided at each monthly County Commission meeting listing the Change Orders approved by the County Administrator during the prior month and the reasons for those Change Orders.

5. Any Change Order which exceeds the amount approvable by the County Administrator as described in the above item G.2. must be approved by the Board of County Commissioners.

6. All Change Orders must be approved prior to any commencement of work.

CHAPTER 7. EXCLUSIONS

A. Sole Source

Purchase of commodities and services from a single source may be exempted from formal competition or price quote requirements under the following conditions:

1. All Sole Source purchases are subject to approval by either the BOCC, County Administrator, Assistant County Administrators or Purchasing Director in accordance with purchasing level authority. The Purchasing Office must in all cases evaluate the request for such commodity, service or source. The Purchasing Director shall be authorized, after initial sole source certification, to make additional purchases from a sole source vendor for not more than one year or until such time as contrary evidence is presented regarding sole source eligibility, whichever period is less.

2. There must be a documented determination from the Requesting Department or person that there is no other source readily available prior to the initiation of the sole source procurement.

a) The Requesting Department shall document the search conducted to ascertain that there is no other source available. The search shall include phone calls, e-mails, and letters to procurement offices or the Requesting Department’s counterpart in other Florida counties as well as to entities listed in the County’s vendor list and the phonebooks for Monroe County and Miami-Dade County in business classifications which might reasonably be expected to provide the goods or services desired. The documentation shall include a log of phone calls made and the emails and letters sent with a compilation of results from all phone calls, responding letters and other correspondence.
b) Where the procurement itself, due to the nature of the goods or services (i.e. in order to obtain conformity to existing contracted goods or services, in order to avoid the loss of warranty coverage, proprietary licensing, equipment capability, etc.), dictates sole source acquisition, the Requesting Department shall provide written justification as to the sole source nature of the procurement.

c) Upon approval from the BOCC, County Administrator, or Purchasing Director that the proposed provider is a sole source provider, the Requesting Department may proceed with the procurement process.

B. Emergency Purchases

The term “emergency” is as defined in Section 2-347(k)(1) of the Monroe County Code.

Purchase of commodities and services in the event of a public emergency may be obtained under the following conditions:

1. The public emergency for the requirements will not permit a delay resulting from competitive solicitation.

2. With respect to an emergency as defined in Section 2-347(k)(1)a.-c. of the Monroe County Code:
   a) Where the value of the goods or services to be purchased is less than $50,000.00, emergency purchases may be approved up to the spending levels outlined in Chapter 2 Section F, above without the need for obtaining competitive price quotes.
   b) Where the value of the goods or services to be purchased equals or exceeds $50,000.00, the purchase may be approved by the Mayor, or if the Mayor is not available then the Mayor Pro Tem, or if the Mayor and the Mayor Pro Tem are not available then County Commissioners in order of priority based on longest consecutive tenure on the Board of County Commission, but the purchase must be ratified after-the-fact by the Board of County Commissioners at the next practicable meeting of the BOCC.

3. With respect to an emergency as defined in Section 2-347(k)(1)d. of the Monroe County Code, the purchase may be approved up to the spending levels outlined in Chapter 2 of this Manual, including the requirement to obtain competitive price quotes, where necessary.

4. Where the purchase of goods or services requires a contract where the cumulative total value per fiscal year is $50,000.00 or more, the contract must be ratified after-the-fact by the Board of County Commissioners at the next practicable meeting of the BOCC.

5. Authorization During Normal Business Hours. In the case of emergencies that require the immediate purchase of goods, equipment, or services, the County Administrator, Assistant County Administrator, Purchasing Director, Department Director, or a properly authorized designee shall be empowered to secure such goods or services without competitive selection. In this event, all measures reasonably possible under the circumstances shall be taken to assure the maximum cost benefit to the County of the goods or services procured.
6. **Authorization Outside of Normal Business Hours.** A Department Director, during non-business hours, is authorized to make purchases without competitive solicitation, when an emergency arises.

7. **Documentation and Approval.** Documentation for emergency purchases pertaining to the above shall be submitted to the Purchasing Office with a detailed explanation, and support material attached, if applicable, within ten (10) workdays after the event occurred. Emergency purchases below the competitive solicitation thresholds shall be approved by the County Administrator after-the-fact. All emergency purchases equal to or exceeding $50,000.00 must be approved by the BOCC after-the-fact.

8. All emergency purchases are subject to approval by either the BOCC, County Administrator, Assistant County Administrator or Director of Purchasing at the authorized level of authority. Any waiver of competition in a specific instance shall not serve to waive competition of future purchases of a similar or exact nature.

   Emergency purchases are to be used only when unforeseen circumstances occur. Poor planning does not constitute an emergency.

**C. Cooperative Purchasing**

1. **State and Federal Contracts.** Purchases equal to $50,000.00 or more from vendors holding current “State” and General Services Administration herein after (“GSA”) contracts are exempted from the competitive bidding process. However, before any purchase is made through an existing contract, the Requesting Department, if directed by the Purchasing Director or County Administrator, must first contact other South Florida vendors in order to determine if the goods or services sought are available at a lower price than the price(s) of the existing contract. If the goods or services are available from another vendor at a price lower than the price of the existing contract, then the contract for the goods or services must be awarded to that vendor. The purchase of the goods or services sought may be made through the existing contract if none of the other vendors contacted by the Requesting Department offered the goods or services at a price lower than the price of the existing contract. The Purchasing Director will review and verify the Requesting Department’s information or documentation. If the purchase is below the competitive bidding threshold of $50,000.00, price quotes are not required by the Requesting Department unless directed by the Purchasing Director of County Administrator.

2. **Other Public Procurement Units.** Requesting Departments are authorized to purchase goods and services from cooperative purchasing ventures run by other units of governments when the best interests of the County are served. All purchases made through this section shall be from contracts awarded through full and open competition, equivalent with the methods set forth in this policy, and shall be exempt from further competitive procurement process set forth in this policy. The Purchasing Department is also authorized to enter into joint ventures with other local governments in order to create purchasing cooperatives and promote efficient purchases.
D. Previously Approved Projects

Once the BOCC has approved a project, concept, and/or specific capital budget item, which includes maintenance to County buildings and equipment, including repairs, janitorial services etc., subsequent additional, redundant approval by the BOCC is specifically not required for advertisements, Requests for Qualifications (RFQs) or Request for Bids (RFB’s), Request for Proposals (RFPs) or replies. (BOCC action 5-26-93, Page 93/254 #1). When repairs are needed due to an emergency event (such as a hurricane), and obtaining BOCC approval will delay procuring the goods or services needed for the necessary repairs, the County Administrator or Assistant County Administrator can authorize the advertisement of the competitive solicitation until the BOCC can approve the project or concept at the next practicable BOCC meeting.

E. Piggybacking

The County has the option to “piggyback” on another governmental entities’ or not for profit association's competitively awarded bid to take advantage of the pricing received:

1. The Requesting Department must first verify specifications and award information and receive permission from both the entity and the vendor to piggyback.

2. Piggyback purchases equal to $50,000.00 or more are not subject to the competitive solicitation process. However, before any purchase is made through an existing contract, the Requesting Department, if directed by the Purchasing Director or County Administrator, must first contact other South Florida vendors in order to determine if the goods or services sought are available at a lower price than the price(s) of the existing contract. If the goods or services are available from another vendor at a price lower than the price of the existing contract, then the contract for the goods or services must be awarded to that vendor. The purchase of the goods or services sought may be made through the existing contract if none of the other vendors contacted by the Requesting Department offered the goods or services at a price lower than the price of the existing contract. The Purchasing Manager will review and verify the Requesting Department’s information or documentation.

3. Conversely, Monroe County will allow other governmental entities to piggyback on Monroe County’s quotes when requested.

4. Please note the term “piggyback” only applies when the items(s) or services(s) being purchased are exactly the same as the original award.

CHAPTER 8. BLANKET PURCHASE ORDERS

A Blanket Purchase Order (BPO) is a simplified method of filling anticipated repetitive requirements for supplies or services with qualified vendors during a specified period (not to exceed 12 months or one (1) fiscal year whichever is less). BPOs are designed to reduce administrative costs in accomplishing purchases (up to $49,999.99) by eliminating the need of issuing individual written purchase orders.

1. BPOs are issued when there are repetitive needs for specific items or services and when the exact quantities and delivery requirements are not known in advance and may vary. A purchase requisition containing (1) description of the required items or services, (2) specified period, and (3) estimated quantities for the specified period, is required to get a pre-priced BPO. BPOs cannot be issued without a maximum dollar amount. A BPO shall be authorized in writing by the Department Director or their designee.
CHAPTER 9. MINORITY BUSINESS ENTERPRISE (MBE), SMALL BUSINESS & DISADVANTAGED BUSINESSES

If required by Federal Aviation Administration (FAA) grant or other Federal-funded grant requirements the Department having project management/oversight responsibilities, should develop an acceptable plan to utilize and afford opportunities to minority, small and disadvantaged firms. This plan may include:

1. Separate percentage goals for using small, minority and disadvantaged businesses.
2. Name of an individual employed or retained who will administer the firm’s subcontracting program.
3. Description of efforts to be made to ensure such firms have an equitable opportunity to compete for subcontracts.
4. Assurance that federally funded contracts comply with the provisions contained therein.
5. Assurance to cooperate on surveys for compliance.

CHAPTER 10. PURCHASE OF INSURANCE

Any purchase of insurance by the Monroe County BOCC shall be treated as the purchase of a commodity and regulated the same, except as set forth below.

The purchase of builder’s risk insurance for County projects may be exempt from competitive bidding procedures pursuant to Section 2-347(e)(5)(g.) For the purchase of builder’s risk insurance expected to cost less than $50,000, separate price quotes are not required, but the agent should solicit several insurance companies to ensure that the best price is attained. For the purchase of builder’s risk insurance expected to cost more than $50,000, the County Administrator should authorize the purchase and report to the Monroe County BOCC the purchase of the premiums. It is understood that since the cost of builder’s risk policies are included in the overall budget for the project, the cost of premiums will be paid from the funding source for that project which are generally approved by the BOCC as part of the budget process.

The purchase of insurance which is exclusive, due to the unique terms and conditions and/or the detailed coverage required by the County, may also be exempt from competitive bidding procedures pursuant to Section 2-347(e)(5)(g.). Risk should document the reason(s) for the policy being exempt from the competitive bidding procedures. When premiums exceed $50,000, the Monroe County BOCC should authorize the exemption. In an emergency, i.e. an interruption of an essential government services, the County Administrator may authorize the purchase of the policy and seek ratification from the Monroe County BOCC.

All policies for insurance coverage shall have an initial term and shall thereafter be renewable yearly for up to three (3) additional years with BOCC review.
CHAPTER 11. RECYCLED CONTENT PRODUCTS

The County shall on a continuing basis encourage the use of products and materials with recycled content. Preference shall be given to the procurement of recycled content products and materials when it can be determined that such purchases are cost effective, meet specifications required and are in the best interest of Monroe County.

For the purposes of this section “recycled content” means materials that have been used, recycled and are contained in the products or materials to be procured as “post” recycled. To the extent feasible each department shall keep a compilation of the number and amount of recycled product or materials it purchases each fiscal year.

CHAPTER 12. SURPLUS ITEMS

The objective of this policy is to ensure that all County assets are properly tracked and disposed of in compliance with Florida Statutes.

The following rules apply to all departments in possession of fixed assets belonging to Monroe County. The rules also apply to constitutional officers, contracting parties, and third-party entities in possession of fixed assets belonging to Monroe County. (Each such department, or office shall be known as a “using agency”.)

Contracting parties in possession of tangible non-consumable property owned by Monroe County which is no longer used or which has become obsolete, worn out or which the parties believe should be scrapped shall submit reports identifying such property to the department responsible for their contract, which in turn shall forward the reports to the Clerk of the Court, Property Clerk.

1. Each using agency shall assign a person who will be primarily responsible for maintaining the fixed assets of the Department or Office (“Property Custodian”).

2. Classification of Surplus Property:
   a) Property may be designated as surplus by the using agency for any of the following reasons:
      (1) It becomes inoperable and cannot be repaired;
      (2) It is more economical to replace the asset than to repair it;
      (3) Property becomes obsolete;
      (4) The department or office no longer has need of the item; or
      (5) It is scheduled for replacement as a matter of policy.
   b) All property that is declared surplus shall be designated into one of four (4) categories:
      (1) Vehicles;
      (2) Property with a historical purchase value equal to or greater than $1,000 (fixed asset, with property ID#);
      (3) Property with a historical purchase value less than $1,000 (non-fixed asset, no property ID#);
      (4) Computers, computer-related, and telecommunication equipment.
3. After the property has been placed into a specific category the following procedures will be used for disposition:

(1) Property estimated to have a fair market value equal to or greater than $5,000 shall be sold by competitive solicitation/public auction to the highest responsible responder after publication of notice of at least one week and not more than two weeks in a newspaper of general circulation within the County; and additional notice if, in the opinion of the using agency, it will serve the best interests of the County.

   (a) **Required forms to initiate the competitive solicitation/public auction of surplus property:** The Property Custodian within the using agency is responsible for preparing and submitting an *Inventory Deletion Request Form (See Attachment B.2.)*, executed by the Property Custodian and the Department Director of the using agency, to the Property Inventory Clerk. **For computer related equipment valued over $1,000,** the Property Custodian in the using agency is responsible for preparing and submitting the required *Computer Related Equipment Inventory Deletion Request Form (See Attachment B.3).* The Information Technology Department will send the completed form to the Property Inventory Clerk and coordinate directly with the Property Inventory Clerk and the using agency for the competitive solicitation/public auction and/or transfer, donation or disposal of the surplus computer equipment. (See *Administrative Instruction 4725.*).

   (b) **BOCC must approve the request to advertise for competitive solicitation/public auction for the sale of surplus property.** Upon receipt of the fully executed *Inventory Deletion Request Form or Computer Related Equipment Inventory Deletion Request Form,* the Property Inventory Clerk or using agency, will place an item on the BOCC agenda for approval of competitive solicitation/public auction for the sale of the surplus items.

   (c) **Scheduling and Coordination of Competitive Solicitation/Public Auction:** Following BOCC approval, the Property Inventory Clerk initiates and coordinates the competitive solicitation process for the sale of surplus property at intervals throughout the year as needed, coordinating with the Property Custodians in each using agency, the County Attorney’s Office and the BOCC Purchasing Office. In addition to the Property Inventory Clerk’s sale of surplus property, the using agency may schedule and coordinate a competitive solicitation/public auction for the sale of specific surplus property when it is necessary or beneficial for the County.

   (d) **Notice:** At the request of the Property Inventory Clerk or using agency the County Attorney’s Office prepares a *Notice of Request for Competitive Solicitation (see Attachment B.*. using the surplus property inventory data provided by the Property Inventory Clerk or using agency. The County Attorney’s Office transmits the notice requesting publication one time in the Key West Citizen (as the local
newspaper qualifying under Florida Statutes Chapter 50.031), and, per BOCC direction one time in the Lower Keys (News Barometer), Middle Keys and Upper Keys (Keys Weekly) area newspapers. The Notice shall also be posted to the County’s website. Additional notification is also posted on Monroe County’s social media platforms (i.e. Facebook Page). The Purchasing Director places the item(s) on DemandStar.

(e) Once the opening is held and the responses are reviewed, the Property Custodian within the using agency places an item on the BOCC agenda, requesting approval to award/sell specific item(s) to the highest responsible responder and authorizing the County Administrator to sign the Bill of Sale, Absolute prepared by the Property Inventory Clerk.

(f) After payment is received, the Property Inventory Clerk is responsible for preparing and transmitting a Bill of Sale, Absolute to the County Attorney’s Office for each individual surplus item being sold. The County Attorney’s Office transmits the Bill of Sale, Absolute to the County Administrator for execution. Upon execution the Bill of Sale, Absolute shall be forwarded to the Clerk for recording of the document in BOCC records. The Clerk then transmits the fully executed original Bill of Sale, Absolute (s) to the Property Inventory Clerk to transfer title and possession of the item(s) to the successful bidder, coordinating with the using agency as needed. If the item(s) are sold via public auction by an outside vendor retained by the County, the Property Inventory Clerk will coordinate title transfer and preparation of documents with the vendor and may do so prior to payment to the County and/or in accordance with the public auction vendor’s contract.

(2) Assets with a fair market value equal to or greater than $5,000 for which no bid was received shall again be offered for sale by competitive solicitation. If no acceptable bids are received after a second attempt to sell by competitive solicitation, then the property may be sold by an outside vendor retained by the County for public auction services. Assets with a fair market value lower than $5,000 for which no bid was received after one attempt to sell by competitive solicitation may be sold by an outside vendor retained by the County for public auction services.

(3) All assets with a fair market value lower than $5,000 may be sold by competitive solicitation/auction in accordance with the procedure set forth above, or may be donated to another governmental entity or not-for-profit organization as set forth below. Assets with a fair market value equal to or greater than $5,000 for which no bid was received at competitive solicitation may also be donated to a governmental entity or not-for-profit organization. Assets with a fair market value equal to or greater than $5,000 may be offer to other government units in the County for sale or donation or may be offered to private nonprofit agencies, prior to being sold by competitive solicitation when it is determined by the BOCC to be in the best interest of the County to do so.
(4) Property estimated to be less than $5,000 that has a useful life, may, but is not required to, be offered to all other County departments by use of County e-mail for a period of 10 days, on a first come, first serve basis. A Fixed Asset Transfer Form (See Attachment B.4) will be completed by the receiving and transferring department or office and submitted to the Property Inventory Clerk with a copy to Risk Management.

(5) Property which value is estimated by the BOCC to be under $5,000.00 deemed to have no further use to the County due to obsolescence, inefficiency, or being uneconomical may be donated to another governmental entity within the County, may be donated to a private not-for-profit organization within the County or may be disposed of for value in compliance with 274.06, Florida Statutes and as amended. The determination of property to be disposed of by the BOCC shall be at the election of the BOCC in the reasonable exercise of its discretion pursuant 274.06, Florida Statutes. Property, the value of which the BOCC estimates to be under $5,000.00, may be disposed of in the most efficient and cost-effective means as determined by the BOCC pursuant to F.S. 274.06.

All assets under a lease agreement will be disposed of in accordance with the terms of the agreement.

(6) If it is determined that the trade-in value is more beneficial to the County, a vehicle or piece of equipment may be used as a trade-in for the purchase of replacement equipment.

(7) If it is determined that it is useful and economical to retain a portion, or a component, of the asset for future use, then the portion or component can be retained and the balance of the asset sold, donated, or destroyed. In such case the portion retained and the portion sold, donated, or destroyed shall be noted on appropriate forms.

4. Subject to the procedures noted above, responsibility for disposition is as follows:

a) Fleet Management is responsible for the disposal of vehicles and other heavy equipment, excluding Emergency Services, Airports and Social Services Department vehicles. Those Departments are responsible for disposition of their vehicles and are required to follow the surplus property as set forth above.

b) Property Custodians are responsible for the disposition of fixed assets of any value, other than vehicles, computers, computer-related, and telecommunication equipment.

c) Information Technology is responsible for the disposition of computers, computer-related, and telecommunication equipment.

5. Employees of Monroe County are expressly forbidden to bid on sales of surplus Monroe County property. No employee's relative, as defined by Florida Statute Section 112.312(21), shall be allowed to bid on surplus property over which the employee had custody or authority to initiate or authorize the decision to surplus.

F.S. 112.312(21):

“Relative,” unless otherwise specified in this part, means an individual who is related to a public officer or employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter,
stepbrother, stepsister, half-brother, half-sister, grandparent, great grandparent, grandchild, great grandchild, step grandparent, step great grandparent, step grandchild, step great grandchild, person who is engaged to be married to the public officer or employee or who otherwise holds himself or herself out as or is generally known as the person whom the public officer or employee intends to marry or with whom the public officer or employee intends to form a household, or any other natural person having the same legal residence as the public officer or employee.

CHAPTER 13. PURCHASING CARDS (P-CARDS)

The Monroe County Purchasing Card Policy & Procedures establishes detailed procedures and policies which control the use of Purchase Cards. The Purchasing Card Policy & Procedure is to be followed and is attached hereto as Attachment C. There shall be absolutely no personal purchases made with the County issued P-Card.

CHAPTER 14 – FEDERAL FUNDING REQUIREMENTS

This Chapter is provided to ensure that Monroe County has and maintains proper policies and procedures as required by federal awards and consistent with 2 Code of Federal Regulations (C.F.R.) Chapter I, Chapter II, Part 200. All procurements must comply with Florida Statutes, rules and procedures as per 2 C.F.R. §§200.318-200.326.

All Contracts and procurements in which federal funds are used shall include the following provisions: [See 2 CFR part 200 for a more detailed description of the federal provisions]


1. General Rules
   These standards apply to procurement of goods or services using federal funds and program income.

   The procurement must comply with Non-Federal Entity/Monroe County’s procurement procedures which reflect applicable State and local laws and regulations, provided that they conform to applicable Federal law and the standards identified in 2 C.F.R. Part 200. The Requesting Department, via the designated contract manager, must maintain oversight to ensure that contracts perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. (2 CFR § 200.318(b))

2. Procurement Documentation:
   The County must maintain all procurement records sufficient to detail the history, including all competitive bidding documents and all other documentation relating to the evaluation of the competitive bidding proposals and responses; justification of the award; and approval of the contract price and type. The Requesting Department must complete either the E.1. or E.2. Procurement Form (Attachment E.1 for purchases below $50,000.00) or Attachment E.2 for purchases through competitive solicitation, i.e. purchases of $50,000.00 and above), and submit with the RTP. If Disaster related, use Disaster Request for Purchase Form (Attachment E.4). The E4, E1 or E2 and supporting documents must be submitted to the Budget and Finance Office for approval before submitting to the BOCC for the contract
award. In addition, if Attachment E.3 (Debarred, Suspended or Ineligible Entity Checklist) and/or the Minority Owned Business Declaration are required, include them with the E4 submission to Budget and Finance. Payment for these procurements are submitted on the Disaster Audit Slip (Attachment E.5.). These documents must be maintained in accordance with Chapter 119, Public Records Law and the Florida Department of State, Division of Library and Information Services, General Records Schedules GS1-SL for State and Local Government Agencies.

While 2 C.F.R. 180.220(b) lists covered transactions as contracts equal or above $25,000.00; for auditing services; or where prior federal agency approval is given, since the Florida Division of Emergency Management (FDEM) Agreement that provides disaster reimbursement requires this form (See Form E.3.) in all contracts regardless of the amount and since we are already conducting a check on all vendors, this is best practice and will be required on all transactions.

3. Conflict of Interest:
   The Monroe County Personnel Policies and Procedures Manual setting forth written standards of conduct, including conflict of interest, and governing the actions of County employees shall be followed at all times along with the Monroe County Administrative Instruction 4301.10, Basic Procedures for Grant Administration, which set forth additional instructions relating to Federal rules and guidelines. No employee, officer or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated in the contract, has a financial or other interest in or tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the County may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, in accordance with the Personal Policies and Procedures, a gift of $25.00 or less is considered a non-substantial financial interest or an unsolicited item of nominal value. County Employees, officers or agents that violate the County standards of conduct will be subject for disciplinary actions as set forth in more detail in the Personnel Policies and Procedures Manual. (2 CFR § 200.318(c)(1), 200.318(c)(2))

4. Avoidance of unnecessary or duplicative items:
The Office of Management and Budget (OMB) must review expenditures to avoid the acquisition of unnecessary or duplicative items; consider consolidating or breaking out procurements to obtain a more economical purchase; and where appropriate analyze lease versus purchase alternatives or other analysis to determine the most economical approach. OMB should foster greater economy and efficiency and promote cost-effective use of shared services with the Federal Government and state and local government entities through interlocal agreements or other inter-entity agreements, including use of Federal excess and surplus property in lieu of purchasing new equipment and property. (2 CFR §§200.318(d), 200.318(e), 200.318(f)).

5. Contracts may only be awarded to responsible vendor/contractors:
The County must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public
policy, including County laws and policies, record of past performance, and financial and technical resources. The Requesting Department must complete the Debarred, Suspended, or Ineligible Entity Checklist (Attachment E.3) (2 C.F.R.200.318(h)).

B. Competition Requirements

1. Full and Open Competition: As per 2 C.F.R. §200.319, and consistent with Monroe County Code §2-347(a) and the Mission Statement of this Policy, all procurement transactions must be conducted in a manner providing for full and open competition, which prohibits placing unreasonable requirements, unnecessary experience or excessive bonding on firms in order for them to qualify to do business.

County staff shall ensure that procurement transactions do NOT allow: noncompetitive pricing practices between firms and affiliated companies; noncompetitive contracts to consultants that are no retainer contracts (e.g. out-of-scope work added to the consultant’s work retainer); specifying only a “brand name” product instead of allow “an equal” product; and any arbitrary action in the procurement process. 2 C.F.R. §319(a)

2. Prohibition on Bidding: The contractor that is bidding on the contract cannot be involved with developing or drafting the specifications, requirements, statement of work, invitation for bids or request for proposals (2 CFR § 200.319(a)).

3. No State or Local Preference*: No preference shall be included in the competitive solicitation or in the procurement transactions (2 CFR § 200.319(b)). *Please note that the RESTORE ACT allows for state preference.

4. Solicitation Requirements: The solicitation shall include a clear and accurate description of the technical requirements for the material, product, or service to be procured, including requirements that must be fulfilled by offerors/vendors and the evaluation factors/criteria, e.g. Identify if price or quality is most important in the solicitation. If the County uses prequalified persons or firms, the contract for services or list must be current and include at least 3 prequalified persons or firms and not preclude any potential bidders from qualifying during the solicitation period. 2 C.F.R. §§319(c)-319(d).

C. Method of Procurement Requirements

As per 2 CFR § 200.320, one of the following methods must be used when procuring goods or services with any federal funds:

1. Formal Procurement -Over $50,000.00 (2 C.F.R. §200.320(c))

   a. Sealed Bids: Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price. Sealed bidding is the preferred method for procuring construction. [Federal Note: Sealed bidding is generally used where price is the most important evaluation factor for the County.] Contract award under the sealed bidding method of procurement is made to the bidder submitting the lowest priced, responsive and responsible bid.
i. **Responsive and Responsible Defined:** “Responsive” refers to whether the bidder meets all the material requirement of the Request for Bids (RFB)/invitation for bid (IFB), while “Responsibility” refers to contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, records of past performance, and financial and technical resources. [See 2 C.F.R. §200. 318(h)]

ii. **Conditions of Sealed Bids:** All of the following conditions must be present to use sealed bids: i) a complete, adequate, and realistic specification or purchase description is available ii) two or more responsible bidders are willing and able to compete effectively for the business iii) the procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price. [ 2 C.F.R. §200.320(c)(1)]

iii. **Requirements for Sealed Bids:** If sealed bids are used, the following requirements apply:
   1) The County must solicit bids from an adequate number of known supplies (via DemandStar and if applicable to a list of suppliers to be provided to OMB from the Requesting Department), providing sufficient response time prior to the date set for opening the bids and must be publicly advertised (refer to time frame set forth in Chapter 3, Paragraph A. 2.;
   2) The competitive solicitation should include any specifications and pertinent attachments, and define the items or services in order for the bidder to properly respond;
   3) Set forth the Time and Place for the bids to be publicly opened;
   4) Award a firm fixed price contract in writing to the lowest responsive and responsible bidder;
   5) If any bids are rejected, there must be a sound documented reason supporting the rejection [2 C.F.R. §200.320((c)(2)].

iv. **Cost or Price Analysis** As per 2 CFR §200.323, if the contract amount (including contract modification) exceeds $50,000.00 the County must perform a cost or price analysis.

   A Cost or Price Analysis must be conducted by the Requesting Department. (2 C.F.R. §200.323(a)) The degree of the analysis depends on the nature of the procurement; however, it should at least start with an independent estimate established before receipt of responses/offers.

   **Price & Cost Analysis Description:**

   a) “Price Analysis” is the process of examining and evaluating proposed price without evaluating its separate cost elements and proposed profit. Techniques include comparison of amounts from responses received, comparison of proposed prices to historical prices paid, comparison with published price lists, comparison to your independent estimate. Price Analysis is the preferred method to be used by the Requesting Department.

   b) “Cost Analysis” is the review and evaluation of any separate cost elements and profit or fee in an respondents/offereors’ proposal, as needed to determine a fair and reasonable price and the application of judgement to determine how well the proposed costs represent what the cost of the contract should be. The Requesting Department must negotiate profit as a separate element of the price for each contract in which there is no price competition, and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne
by the contractor, the contractor’s investment, the amount of subcontracting, the quality of its record of part performance, and industry profit rates in the surrounding geographical area for similar work. (2 C.F.R. §200.323(b)) Cost of prices based on estimated cost for contracts under the Federal award are allowable only to the extent that cost incurred or cost estimates included in the negotiated prices would be allowable for the County under Subpart E—Cost Principles of this part. The County/non-Federal entity may reference its own cost principles that comply with the Federal cost principles. (2 C.F.R. §200.323(c))

c) Cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used. (2 C.F.R. §200.323(d)).

b. **Procurement by competitive proposals:** The technique of competitive proposals is normally conducted with more than one source submitting a response/offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. (2 C.F.R. §200.320(d))

i. **Requirements for Competitive Proposals:** If Procurement by competitive proposals is used, the following requirements apply: 1) The Request for Proposals (RFP) must be publicized, i.e. as per Chapter 3, Paragraph A. 2. 2) identify all evaluation factors and their relative importance, i.e. evaluation/selection factors and points/percentage allocation for each factor; 3) solicit proposals from an adequate number of qualified sources (via DemandStar and if applicable to a list of qualified sources to be provided to OMB from the Requesting Department); 4) the method for conducting technical evaluations of the proposal received and for selecting recipients as outlined in Chapter 3, Paragraph B should be followed and when appropriate should be outlined in the RFP; 5) The County shall award the contract to the responsible firm whose proposal is most advantageous to the program/project, with price and other factors considered.

[Federal Note regarding architectural/engineering (A/E) professional services: the County may use competitive proposal procedures, i.e. Request for Qualifications (RFQs) and the Consultants Competitive Negotiation Act (CCNA), for qualifications-based procurement of A/E professional services whereby competitors’ qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selector factor, can only be used in procurement of A/E professional services. It cannot be used to purchases other types of services though A/E firms that are a potential source to perform the proposed effort. 2 C.F.R. §200.320(d)(5)]

2. **Informal Procurement- Over $10,000.00 up to $49,999.99 Small purchases procedures:** Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the lesser of either (1) the Simplified Acquisition threshold (i.e. $50,000.00), or (2) whatever amount State (if applicable F.S. Statute requirement) or Monroe County’s competitive procurement rules (i.e. $49,999.99 or less). Price and rate quotations must be obtained from an adequate number of qualified sources. The Requesting Department should to the maximum extent possible obtain 3 or more price quotes and give consideration to the amount of the purchase when obtaining rate and price quotes. When purchasing complex supplies or services, please document and include justification for the number of price quotes obtained. (NOTE: FEMA has determined that for simplified purchase procedures,
an adequate number of qualified sources are considered to be three (3)). The Requesting Department should follow the procedure as set forth in Chapter 2 F. 2. and ensure that proper documentation is maintained in this regard to justify the purchase. (2 C.F.R. §200.320(b))

3. **Micro-purchases: Up to $10,000.00** (i.e. purchases below $10,000.00. See 2 CFR § 200.67) Micro-purchases are awarded based on price reasonableness. For purchases of $5,000.00 or less, the Requesting Department will maintain documentation of price reasonableness. For purchases greater than $5,000.00 price reasonableness is required and documented by the Requesting Department for procurement. [Note: Action to verify the reasonableness, includes utilizing price quotes, telephone or internet research.] The Requesting Department, to the extent practicable, should distribute micro-purchases equitably among qualified suppliers. Documentation of the purchase in the form of a RTP, when applicable, is necessary to the extent to demonstrate that it is an allowable cost for performance of the Federal award (as per 2 C.F.R. §200.403) and to keep record of equal distribution to qualified suppliers. 2 C.F.R. §200.320(a)

4. **Noncompetitive proposals:** [2 C.F.R. §200.320(f)] [Note: this does not apply to Micro-purchases; RESTORE ACT/ Department of Treasury has sole source section that provides more detail and should be referred to when using RESTORE ACT funds]

   i. Procurement by noncompetitive proposals: Procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

      1) the item is available from a single source; (substantial duplication of services to reach other sources is justification for proceeding with sole source, but this must be sufficiently documented by the Requesting Department and provided to OMB/Purchasing Director)

      2) the public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation [Federal Note: Exigency” is generally defined as something that is necessary in a particular situation that requires or demands immediate aid or action. By comparison, the term “emergency” means an unexpected and usually dangerous situation that calls from immediate action. Emergency will typically involve a threat to the public or private property or some other form of dangerous situation, whereas an exigency is not necessarily limited.];

      3) the Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the County; or

      4) after solicitation of a number of sources, a competition is determined inadequate [Before utilizing this exception, the Requesting Department should review the solicitation and the publicizing of the solicitation to ensure that it was not inadvertently drafted in a manner to reduce or eliminate competition, which resulted in the receipt of one or no proposals. If this is found to be the case, the Requesting Department should revise the solicitation and re-publicized the solicitation in order to resolve the competitive concerns. The Requesting Department should also document justification for the noncompetitive procurement and provide to OMB/Purchasing Director].

**D. Contracting with Small and Minority Business, Women’s Business Enterprises, and Labor Surplus Area Firms**

As per 2 CFR 200.321, the County must take the affirmative steps below and in accordance with Chapter 9- Minority Business Enterprise (MBE), Small business & disadvantaged
Business of this Policy to assure minority businesses, women’s business enterprises, and labor surplus area firms are used when possible:

While some of the steps below may be duplicative with those set forth in Chapter 9 of this Policy, the Requesting Department in conjunction with the County’s OMB Department shall:

1. Ensure that qualified small and minority businesses, and women’s business enterprises are placed on solicitation lists.

2. Ensure that qualified small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources, including the list of DemandStar suppliers that are notified of competitive solicitations, the Small Business Administration’s Dynamic Small Business Search website, and any additional supplier listed that may be generated.
   a. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises.
   b. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises.
   c. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
   d. Require the prime contractor, if subcontractors are to be let, to take the affirmative steps listed above.

[Federal Note: Collectively referred to as “socioeconomic contractors” or “socioeconomic contracting”, this requirement does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms; this requirement only imposes an obligation to carry out and document the six identified affirmative steps.]

E. Contractual Considerations
Contract(s) must include the provisions of 2 C.F.R. 200 and Appendix II to 2 C.F.R. Part 200, as amended and as applicable depending upon the Federal program legislation (See Appendix II for details):

- Davis-Bacon Act, as amended (40 U.S.C. §§3141-3148) and Copeland “Anti-Kickback Act (40 U.S.C. § 3145) if the contract amount exceeds $2,000.00 [Davis-Bacon Act applies only to Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program and Transit Security Grant Program; This is not applicable to the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program Grants]
- Contract Work Hours and Safety Standards Act (40 U.S.C. §§3701-3708) if the contract amount exceeds $100,000. It must include provision for compliance with 40 U.S.C. §§3702 and 3704, as supplemented by the Department of Labor regulations at 29 C.F.R. Part 5 (See Appendix II(E)) [Applies to FEMA contacts in excess $100,000 under grant and cooperative
agreement programs that involved the employment of mechanics and laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- **Equal Employment Opportunity Clause (41 C.F.R. Part 60-1.4(b))** [All contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the Equal Opportunity Clause; Applies to FEMA grant and cooperative agreement programs] (See 2 C.F.R. Part 200, Appendix II(C)

- **Debarment and Suspension Clause** (A contract award must not be made to parties listed in the governmentwide exclusions in the System for Award Management (SAM.gov) (See 2 C.F.R. Part 200, Appendix II(H); See also See Executive Order 12549, Executive Order 12689, 2 C.F.R. Part 180.530 and 2 C.F.R. Part 3000)[This requirement applies to all FEMA grant and cooperative agreement programs]. A “covered transaction” includes contracts for goods or services in the amount of at least $25,000; when the contract requires FEMA approval, regardless of the amount, the contract is for federally-required audit services, a subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either FEMA approval or is in excess of $25,000.

- **Byrd Anti-Lobbying Clause** on all contracts; If the contract exceeds $100,000.00, bidders must also submit an Anti-Lobbying Certification (see Attached Certification Regarding Lobbying Form). [This requirement applies to all FEMA grant and cooperative agreement programs.] (See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18)

- **Procurement of Recovered Materials:** *All procurements and contracts, involving the use of materials* must comply with the requirement to procure only items designated in the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the items exceed $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative program for procurement of recovered materials identified in the EPA guidelines. (See 2 C.F.R. Part 200, Appendix II(J); 2 C.F.R. §200.322, and Chapter 11 (Recycled Content Products) of this Policy and include the recovered/recycled materials clause.) [This requirement applies to all contracts awarded under FEMA grant and cooperative agreement programs]

- **If the contract amount exceeds $250,000.00,** it must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for sanctions and penalties (See 2 C.F.R. 200, Appendix II(A) [Applies to all FEMA grant and cooperative agreement programs]

- **If the contract amount exceeds $10,000.00,** it must address termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement. (See 2 C.F.R. Part 200, Appendix II(B) [Applies to all FEMA grant and cooperative agreement programs]

- **Rights to Inventions Made Under Contract or Agreement** must be included if applicable. (See 2 C.F.R. Part 200, Appendix II(F) [This applies to “funding agreements” under 37
C.F.R. §401.2(a) but DOES NOT apply to FEMA’s PA Program, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households- Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding Agreement”]

- **If the contract or subgrant amount exceeds $150,000.00**, it must include a provision that requires the contractor to agree to comply with applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency (EPA) (See 2 C.F.R. part 200, Appendix II(G).

- Prohibitions on certain telecommunications and video surveillance services or equipment as set forth in 2 C.F.R. § 200.216

- Domestic preference for procurements as set forth in 2 C.F.R. § 200.322

- **Other Federal Contract Requirements:**
  
  - 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 (42 U.S.C. § 6201).

**F. Construction Contract Considerations**

County Departments that handle construction projects are encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. The County may use a time and material type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price, i.e. lump sum/not to exceed amount that the contractor exceeds at its own risk.

Time and Material contracts means that a contract whose cost to the County is the sum of i) the actual cost of materials; and ii) direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit. (Please refer to time and material provisions as set forth in more detail in 2 C.F.R. §200.318(j) (2 C.F.R. § 200.318(g)

**If the contract is for construction,** is must include the Equal Opportunity Clause.

*For construction contracts exceeding $2,000 awarded under a Federal grant,* it must include a Davis-Bacon Act Clause and Copeland Anti-Kickback Act clause addressing prevailing wage rates. [Note that FEMA Public Assistance and Hazard Mitigation Grant Program contracts do NOT require these clauses.]

*If the contract amount exceeds $100,000.00 and involves the employment of mechanics or laborers,* it must include a Contract Work Hours and Safety Standards Clause.

Bonding requirements for construction or facility improvement contracts exceeding $200,000.00:

The Requesting Department shall require the procurement to include
1. A bid guarantee from such bidder equivalent to five percent (5%) of the bid price. The “bid
    guarantee” must consist of a firm commitment such as a bid bond from a surety insurer
    authorized to do business in Florida as a surety or any method permitted in F.S. 255.051, as
    amended, including but not limited to, certified check, or other negotiable instrument
    accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such
    contractual documents as may be required within the time specified in accordance with Monroe
    County Code Sec. 2-347(i).
2. A performance bond on the part of the contractor for 100 percent of the contract price. A
    “performance bond” is one executed in connection with a contract to secure fulfillment of all
    the contractor’s obligations under such contract. The performance bond shall be in accordance
    with F.S. 255.05
3. A payment bond on the part of the contractor for 100 percent of the contract price. A
    “payment bond” is one executed in connection with a contract to assure payment as required by
    law of all persons supplying labor and material in the execution of the work provided for in the
    contract.

   The payment and performance bonds shall be in accordance with F.S. 255.05, as applicable and
   unless waived under the provisions of F.S. 255.05(1)(d)

G. Capital Expenditure

Federal Funds may not be expended for capital expenditures for improvements to land,
buildings, or equipment which materially increase their value or useful life without prior written
approval of the Federal Awarding Agency or pass-through entity. (2 C.F.R. §200.439(3)

1. Insurance Coverage: The County must provide equivalent insurance coverage for real
    property and equipment acquired or improved with Federal funds as provided to property
    owned by the County. (2 CFR 200.310)
2. Real Property:
   a. Title: Subject to obligations and conditions set forth in 2 CFR 200.311, title to
       real property acquired or improved under a Federal award will vest upon acquisition
       to County.
   b. Use: Except as otherwise provided by Federal Statutes or by the Federal awarding
       agency, real property will be used for the originally authorized purpose as long as
       needed for that purpose, during which time the County must not dispose of or
       encumber its title or other interests.
   c. Disposition: When real property is no longer needed for the originally authorized
       purpose, the County must obtain disposition instructions from the Federal awarding
       agency or pass-through entity. The instruction must provide for one of the following
       alternatives: 1) Retain title after compensating the Federal awarding agenda 2) Sell
       the property and compensate the Federal awarding agency 3) Transfer title to the
       Federal awarding agency or third party designated/approved by the Federal
       awarding agency.
3. Equipment:
   a. Title: Subject to obligations and conditions set forth in 2 CFR 200.313, title to
       equipment acquired under a Federal award will vest upon acquisition to County.
       Unless a statute specifically authorizes the Federal agency to vest title in the county
       without further obligations to the Federal Government, the Federal agency elects to
       do so, the title must be a conditional title. Title must vest in the County subject to
       the following conditions:
1. Use of equipment for the authorized purposes of the project during the period of performance, or until the property is no longer needed for the purposes of the project.
2. Not encumber the property without approval of the Federal awarding agency or pass-through entity.
3. Use and dispose of the property in accordance with 2 CFR 200.313 (b), (c) and (e)

b. Use: Equipment must be used by the County in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal Award, and the County must not encumber the property without prior approval of the Federal awarding agency. When equipment is no longer needed for the original program or project, the equipment may be used in other activities in the order of priority as set forth in 2 CFR 200.313(c)(i) & (ii)

c. Management Requirements: Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, as a minimum meet with following requirements: 1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including FAIN), who hold title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. 2) a physical inventory of the property must be taken and the results reconciled with the property records at least once every two years. 3) The Requesting Department along with the Property Inventory Clerk should ensure that equipment is part of the control system to ensure adequate safeguards to prevent loss, damage, or theft of the property as set forth in Chapter 12 of the Policy. Any loss, damage or theft must be investigated. 4) The Requesting Department should ensure that adequate maintenance procedure is performed to keep the property in good condition. 5) The County shall follow the process as outlined in Chapter 12 and below to ensure the highest possible return.

i. The Requesting Department shall coordinate with the Property Inventory Clerk to provide information as needed for their records and to maintain information and comply with the above requirements.

d. Disposition: When the original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously supported by the Federal awarding agency, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, the County must request disposition instructions from the Federal awarding agency if required by the terms and conditions of the Federal award. Disposition of the equipment will be made as follows, in accordance with Federal awarding agency disposition instruction:

1) Items of equipment with a current per unit fair market value of $5,000.00 or less may be retained, sold, or otherwise disposed of with no further obligation to the Federal awarding agency.

2) Except as provided in §200.312 Federally-owned and exempt property, paragraph (b), or if the Federal awarding agency fails to provide requested disposition instructions within 120 days, item of equipment with a current per-unit fair market value in excess of $5,000 may be retained by the County or sold. The Federal
awarding agency is entitled to an amount calculated by multiplying the current
market value or proceeds from sale by the Federal awarding agency’s percentage of
the participation in the cost of the original purchase. If the equipment if sold, the
Federal awarding agency may permit the non-Federal entity to deduct and retain
from the Federal share $500 or ten percent of the proceeds, whichever is less, for its
selling and handling expenses.
3) The County may transfer title to the property to the Federal Government or to an
eligible third party provided that, in such cases, the County must be entitled to
compensation for its attributable percentage of the current fair market value of the
property.
4) In cases where County fails to take appropriate actions, the Federal awarding
agency may direct the County to take disposition actions.

CHAPTER 15—ACCEPTANCE OF PAYMENT CARDS

The Monroe County Policy and Procedures for Acceptance of Payment Card establishes detailed
procedures and policies which control the acceptance of payment cards. The Policy and Procedures
are to be followed and is attached hereto as C.I.
MEMORANDUM

To: Purchasing Department VIA: County Attorney’s Office (for prior legal review/approval)

From: _______________________________ Date: _______________

Subject: Request for Competitive Solicitations

After obtaining legal approval, I have attached via email one (1) copy of the competitive solicitation approved by legal and the Notice of Request for Competitive Solicitations, as it will publish, containing a copy of the approved competitive solicitation (in .pdf format) and a copy of the notice, as it will publish, (in Word format) for:

________________________________________
(Name as appears on the cover page of the Competitive Solicitation)

1. BOCC Approval Date: ___________ or
   Asst. County Administrator or County Admin. Approval: _______________ Date: ___________
   (if emergency Asst. County Administrator or County Administrator must approve as per chapter 7 D. Previously Approved Projects) and
   Department Director Approval: _______________ Date: ___________

2. Date Received for Legal Review/Approval: _______________
   Legal Approval Date: _______________ Reviewing Attorney _____________________________
   Opening Date Assigned by Purchasing: _______________ Date assigned: ___________
   Date Notice Transmitted to Papers by Legal/Memo Returned to Department: ______________

3. Require vendors to email a signed original of their bid (minimum required) or as specified below.

4. Contact person/phone # for questions regarding specifications: _________________________

5. Advertising expenses are to be charged against account: _____________________________

6. Notice to run 21 30 45 60 (circle one) or _____ days prior to bid opening.

7. To add “supplemental suppliers” please email an Excel spreadsheet that lists each supplier’s name, company name and email address to OMB-Purchasing@monroecounty-fl.gov

8. In addition to the local newspapers, please place notice in the following advertising newspapers. _____________________________
   Must have Department Director approval for additional advertising.

Enclosures: One (1) copy of approved competitive solicitation and notice emailed to omb-purchasing@monroecounty-fl.gov and if applicable, Supplemental Suppliers Excel Spreadsheet

Revised BOCC 10/21/2020
NOTICE OF REQUEST FOR COMPETITIVE SOLICITATIONS

NOTICE IS HEREBY GIVEN that on May 10, 2018 at 3:00 P.M. the Monroe County Purchasing Office will receive and open sealed responses for the following:

KEY LARGO II ROADWAY AND DRAINAGE IMPROVEMENT PROJECT
MONROE COUNTY, FLORIDA

Pursuant to F.S. 50.0211(3)(a), all published competitive solicitation notices can be viewed at www.floridapublicnotices.com, a searchable statewide repository for all published legal notices. Requirements for submission and the selection criteria may be requested from DemandStar by Onvia at www.demandstar.com OR www.monroecountybids.com. The Public Record is available at the Monroe County Purchasing Office located at The Gato Building, 1100 Simonton Street, Room 2-213, Key West, Florida. All Responses must be sealed and must be submitted to the Monroe County Purchasing Office.

Publication dates
Citizen Mon., 03/26/18 & 04/02/18
News Barometer
Keys Weekly

(please note that as per F.S. 336.44 publication at least once each week for 2 consecutive weeks is required for road projects. Consult with the reviewing county attorney for specific advertising requirements.)
ATTACHMENT B.b.

(Sample Form 2)

NOTICE OF REQUEST FOR COMPETITIVE SOLICITATIONS

NOTICE IS HEREBY GIVEN that on Wednesday, November 18, 2020, at 3:00 P.M., the Monroe County Purchasing Office will receive and open sealed responses for the following:

1st STREET and BERTHA STREET ROADWAY IMPROVEMENTS PROJECT
MONROE COUNTY, FLORIDA

Pursuant to F.S. § 50.0211(3)(a), all published competitive solicitation notices can be viewed at: www.floridapublicnotices.com, a searchable Statewide repository for all published legal notices. Requirements for submission and the selection criteria may be requested from DemandStar by Onvia at www.demandstar.com OR www.monroecountybids.com. The Public Record is available upon request.

In response to Covid-19, the Monroe County Purchasing Department has implemented a new electronic process for receiving and opening sealed bids. Monroe County is committed to continuing to receive and process competitive solicitations while maintaining the health and safety of our employees and those who attend bid openings. Please do not mail or attempt to deliver in person any sealed bids. Mailed/physically delivered bids/proposals/responses WILL NOT be accepted.

The Monroe County Purchasing Department hereby directs that bids be submitted via email to: OMB-BIDS@monroecounty-fl.gov, no later than 3:00P.M., on 11/18/2020. Please submit your confidential financial information in a SEPARATE EMAIL from your bid and required documents. Your subject line on both emails must read as follows:

1st Street and Bertha Street Roadway Improvement Project 11/18/2020

Files that do not contain this subject line WILL BE REJECTED. Please note that the maximum file size that will be accepted by email is 25MB. Please plan accordingly to ensure that your bid is not rejected due to the file size. Should your bid documents exceed 25MB, in advance of the bid opening, please email: omb-purchasing@monroecounty-fl.gov. The bid opening for this solicitation will be held virtually, via the internet, at 3:00 P.M., on November 18, 2020. You may call in by phone or internet using the following:

Join Zoom Meeting
https://mcbocc.zoom.us/j/4509326156
Meeting ID: 4509326156
One tap mobile:
+16465189805,,4509326156# US (New York)
+16699006833,,4509326156# US (San Jose)
Dial by your location:
+1 646 518 9805 US (New York)
+1 669 900 6833 US (San Jose)

Publication Dates
Citizen & Miami Herald: Sat., 10/03/2020
Keys Weekly: Thur., 10/08/2020
News Barometer: Fri., 10/09/2020
ATTACHMENT B.1.

APPROVAL TO ISSUE ADDENDUM

All addenda to a request for sealed competitive solicitations must be available for viewing on Demandstar no later than five (5) days prior to the advertised opening (not counting the day of the opening) and/or in compliance with any other applicable requirements. Addenda shall clearly point out any addition or change to the specifications.

It is the responsibility of the Requesting Department Director to ensure that all addenda is reviewed and approved by legal prior to submission to Purchasing.

All addenda must be accompanied by this Approval to Issue Addendum form which must be executed by the reviewing County Attorney or Assistant County Attorney and the Requesting Department Director (as applicable) or their designee PRIOR to submission to Purchasing for approval and execution by the Purchasing Director or designee. Addenda received by Purchasing without this form or without proper execution will be returned to the Requesting Department Director.

________________________________________  __________________________
County Attorney or Assistant County Attorney  Date

________________________________________  __________________________
Department Director (or designee)  Date

________________________________________  __________________________
Purchasing Director (or designee)  Date

Re: ______________________________________
(Name as appears on the cover page of the Competitive Solicitation)
MONROE COUNTY
INVENTORY DELETION REQUEST

TO: ____________________________, Property Clerk
FROM: ____________________________
Finance Dept., Stop 8
DATE: ____________________________

<table>
<thead>
<tr>
<th>M.C. I.D. Number</th>
<th>Serial Number</th>
<th>Asset Description</th>
<th>Date Purchased</th>
<th>Original &amp; Est. Present Value</th>
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CHECK ONE (1) APPROPRIATE LINE BELOW:

_______ APPROVAL TO ADVERTISE FOR BIDS.
_______ APPROVAL TO DISPOSE OF IT.
_______ APPROVAL TO REMOVE FROM INVENTORY AND DONATE TO: ____________________________

REASON FOR REQUEST:

_________________________________________________________________________________

PREPARED
BY: ____________________________ DATE: ____________________________

Signature

DEPARTMENT DIRECTOR
APPROVAL:

Signature

Page 50 of 106
### MONROE COUNTY
### COMPUTER RELATED EQUIPMENT INVENTORY DELETION REQUEST
### (ATTACHMENT B.3.)

**TO:** Property Clerk  
**FROM:** Finance Dept., Stop 8  
**DATE:**

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<tr>
<th>M.C. I.D. Number</th>
<th>Serial Number</th>
<th>Asset Description</th>
<th>Date Purchased</th>
<th>Original &amp; Est. Present Value</th>
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CHECK ONE (1) APPROPRIATE LINE BELOW:

- [ ] APPROVAL TO ADVERTISE FOR BIDS.
- [ ] APPROVAL TO REMOVE FROM INVENTORY AND DISPOSE OF IT.
- [ ] APPROVAL TO REMOVE FROM INVENTORY AND DONATE TO: __________________

**REASON FOR REQUEST:**

________________________________________________________________________________________

**PREPARED BY:**

Signature

Printed Name

**DEPARTMENT DIRECTOR APPROVAL:**

Signature

**INFORMATION TECHNOLOGY APPROVAL:**

Printed Name

Signature

Printed Name
**MONROE COUNTY**  
**FIXED ASSET TRANSFER FORM**  
**(ATTACHMENT B.4.)**

TO: __________________________, Property Manager  
FROM: __________________________  
FINANCE DEPT, Stop #8

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<th>ASSET I.D. NUMBER &amp; DESCRIPTION</th>
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<td>Cost Center Name:</td>
<td>Cost Center Name:</td>
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<td>Location of Asset:</td>
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</table>

OWNERSHIP CHANGE:  YES ________ NO ________

DATE: __________________________

SURRENDERING DEPARTMENT:  
Print name:

RECEIVING DEPARTMENT:  
Print name:
ATTACHMENT C.

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS PURCHASING CARD POLICY & PROCEDURES

PURPOSE: To establish those procedures under which departments will control the use of Purchase Cards assigned to and utilized by Board of County Commissioners (BOCC) employees and BOCC appointed County representatives as approved by BOCC resolution for purchasing non-restricted commodities and services on behalf of the BOCC. These procedures are intended to accomplish the following:

1. To ensure that the procurement with Purchasing Cards is accomplished in accordance with the policy and procedure established within this and other sections of this manual.
2. To enhance productivity, significantly reduce paperwork, improve controls, and overall cost associated with purchases.
3. To ensure appropriate internal controls are established within each department procuring with Purchasing Cards so that they are used only for authorized purposes.
4. To have timely and meaningful management reports which detail and summarize periodic activity.
5. To ensure that the BOCC bears no legal liability from inappropriate use of Purchasing Cards.
6. To provide a convenient method for purchases, consolidate payments, improve customer service, reduce transaction cost, streamline processes, and capture spending information.
7. Ensure prompt payment to vendors.
8. Provide hard data on purchase activity with vendors in order to achieve savings by negotiated discounts based upon the volume of business with the vendor.
9. Specific advantages within the Purchasing Card Program itself include the various ways that limits, and restrictions can be established that allow the tailoring of individual cards to fit the needs of the user. This will extend purchasing responsibility to more individuals than in the current purchasing environment, while maintaining or even increasing accountability.

The success of the BOCC Purchasing Card Program relies on the cooperation and professionalism of all personnel associated with this initiative. The most important participant is the Cardholder. The individual user is the key element in making this program successful.

Finally, it is intended that the procedures established herein are viewed as minimum standards for each department, who may wish to establish additional controls beyond those suggested by the procedures.

SCOPE: This procedure will be applicable to those departments who have selected employees to use Purchasing Cards to purchase goods, services, travel and training, filing fees for cases filed by the County Attorney’s office, or for specific expenditures incurred under conditions approved by these procedures, i.e. emergencies. The decision of when a
Purchasing card is issued, to whom, and the dollar limitations will be as requested by the Department Director and approved by the Office of Management and Budget Director and/or the Purchasing Card Program Administrator.

**APPLICABILITY:** This procedure applies to all departments of the BOCC.

**BACKGROUND:** A number of unique controls have been developed for this program that does not exist in a traditional credit card environment. These controls ensure that each card can be used only for specific purposes and within specific dollar limits.

In addition, certification of all purchases is required by each Cardholder, with verification performed by their immediate supervisor before payment is made to the vendor.

**LIMITS AND RESTRICTIONS:** The following limits can be uniquely established:

1. **Spending amount per day, billing cycle, and month.** The Cardholder can only incur transactions totaling a predetermined dollar amount within any defined period.

2. **Number of transactions per day, billing cycle, and month.** The Cardholder can only incur a predetermined number of transactions within a predefined period.

3. **Single Purchase Amount.** A limited dollar amount for any single transaction. Cardholders shall not split transactions to stay within their limits.

4. **Merchant Category Codes (MCC).** The MCC are assigned by VISA to a merchant which identifies the primary type of goods or service they provide. The MCC are designed to offer every combination possible and restrictions are imposed at the point of sale if the blocked merchant requests authorization for the transaction.

**BENEFITS:** There are many benefits to using the Purchasing Card including:

1. **Board of County Commissioners Benefits:**
   a. Simplifies the purchasing process for the large number of low dollar purchases, freeing up time for large dollar purchases.
   b. Significantly reduces the overall transaction processing cost per purchase.
   c. Increased accountability.
   d. Provides management information electronically which is currently unavailable.

2. **Cardholder Benefits:**
   a. Convenience of purchasing without an intensive Requisition/Purchase Order processing system.
   b. Expedites the delivery of goods or services to the job site.
   c. Expands the list of merchants from whom purchases can be made.

3. **Merchant Benefits:**
   a. Expedites payment to the merchant within 48 hours
   b. Reduces merchant maintained “account” paperwork.
   c. Lowers risk of nonpayment.
**TRAINING:** All Cardholders must attend training and sign the Cardholder Agreement form confirming that he/she has been fully trained and understands and will abide by all policies and procedures prior to receiving a Purchasing Card.

1. Participating in the Purchasing Card Program is a privilege being offered by the BOCC. If the County Administrator through the Purchasing Card Program Administrator becomes aware of any inappropriate or late approval of transactions, Cardholder privileges may be cancelled.

2. It is expected that the Purchasing Card Procedures and Purchasing Card Training Manual will assist you in making this program a success.

1. **CARDHOLDER SPENDING LIMITS**

   1.1. The Delegation of Authority that has been provided to each Cardholder will set the maximum dollar amount for each single transaction up to a maximum amount of $4,999.99 at the Director Level and $2,499.99 for the small non-stocked products and services or for travel and training. Each time a Cardholder makes a purchase with his/her Purchasing Card, this limit will be checked, and the authorization request will be declined should the amount exceed the limitation.

   1.2. Purchasing Cards issued to the Mayor and County Commissioners, County Administrator, Assistant County Administrators, Department Directors, Purchasing Card Program Administrator, Purchasing Agents/Buyers may be authorized for a higher maximum amount per purchase.

   1.3 Purchasing Card Program Administrator or Backup Purchasing Card Administrator may establish different limits for each employee with the recommendation of the employee’s Department Director and approval by the County Administrator or Assistant County Administrator. Assistant County Administrators or Purchasing Director may delegate authority when and where such action is deemed necessary.

2. **USE OF PURCHASING CARD**

   2.1. THE PURCHASING CARD IS TO BE USED FOR BOCC PURCHASES ONLY. CASH ADVANCES THROUGH BANK TELLERS OR AUTOMATED TELLER MACHINES ARE PROHIBITED.

   2.2. **CARDHOLDER RESPONSIBILITY** – The Purchasing Card that the Cardholder receives has his/her name embossed on it and the card **shall not** be lent to any other person.
2.2.1. Every Cardholder is responsible for the security of their Purchasing Card. All precautions shall be used to maintain confidentiality of the Cardholder’s account number and expiration date of the Purchasing Card.

2.3. **CONDITIONS FOR USE** – The total of a single purchase to be paid for using the card may be comprised of multiple items but cannot exceed the authorized single invoice limitation. Purchases will be denied if any preset limits are exceeded. **Payments for purchases are not to be split in order to stay within the single purchase limit.**

2.4. When using the Purchasing Card, Cardholders should:

2.4.1. Ensure that the goods or services to be purchased are allowable.
2.4.2. Determine if the intended purchase is within Cardholder’s Purchasing Card limits.
2.4.3. Advise the supplier/merchant that the purchase will be made using the VISA Purchasing Card in advance.
2.4.4. Inform the merchant that the purchase is **tax-exempt**. Review the receipt **before** leaving the store and if taxes were included, request a credit.
2.4.5. If using the Purchasing Card for travel, membership dues, conference, training or other transactions that require prior approval, make sure all appropriate forms are completed and approved prior to making the purchase.

2.5. When placing telephone and internet orders, Cardholders should notify the merchant in advance and request that a credit be processed for the amount of the tax charged.

2.5.1. If you place a telephone or internet order and sales tax was charged, contact the merchant and request that a credit be processed for the amount of the tax charged.

2.5.2. Purchases made in Florida and for use in Florida are exempt from Florida sales and use taxes. The BOCC tax exempt identification number is printed on the Purchasing Card.

2.5.2.1. As with all BCOC purchases, the Cardholder must be diligent when dealing with the merchant regarding taxes.

2.5.3. **Make sure the merchant understands that charges are not to be billed until the item(s) are received by the Cardholder.**

2.5.4. If an item(s) is not currently in stock, and is back ordered, remind the merchant that the Purchasing Card cannot be billed until the back ordered item(s) are received by the Cardholder.

2.5.5. To ensure prompt delivery of items ordered by telephone or by internet, provide the merchant with the appropriate County Business Address for delivery. Do not use a Personal “Ship To” address.
2.5.6. Instruct the merchant to send the sales receipt directly to the Cardholder and not to send an invoice to the Clerk’s Office, since the merchant will be paid by the merchant’s financial institution.

2.5.7. Tell the supplier/merchant that any shipping or delivery fees must be included in the unit price – FOB: Destination. (A delivery point in Monroe County.)

2.6. Returning Merchandise Purchased with the Card – Cardholder is responsible for managing any returns/exchanges and ensuring that proper credit is received for returned merchandise.

2.6.1. Contact the vendor and obtain instructions for return.
2.6.2. Review your next card statement to ensure that your account is properly credited for the return.
2.6.3. A pattern of returns and exchanges that indicate improper or inaccurate initial product selection shall be reviewed and may result in loss of privileges for the card holder.

2.7 The Purchasing Card may be used for travel, transportation and other related expenses as follows:

2.7.1. When Cardholder must check a bag, and the airline imposes a charge, the check bag charge is allowed.
2.7.2. A 20% tip for taxi drivers is allowed. The tip should not exceed 20% and should be included as part of the original transaction.”
2.7.3. Hotel internet charges necessary to conduct OFFICIAL COUNTY BUSINESS while on County travel is allowed. Traveler must certify on the daily transaction log and official Florida State Travel Voucher that the expense was required to conduct County business.
2.7.4. Airline related expenses, e.g. tickets and baggage check-in fees. (If purchasing airline tickets in advance, you must submit an advance travel voucher in addition to the Daily Purchase Report. Upon return from travel, Cardholder must complete and submit a final travel along with supporting documentation to the Purchasing Card Administrator for them to be able to close out any travel advances made.)
2.7.5. Rental vehicles and related expenses e.g. toll charges and fuel expenses
2.7.6 Non-Ethanol fuel for Marine Boating Resources
2.7.7 Filing fees for cases filed by the County Attorney’s Office (this includes credit card convenience fees that may be imposed by Federal, State or Local Clerks).

3. DOCUMENTATION, RECONCILIATION AND PAYMENT PROCEDURES
3.1. **Documentation** – Any time a purchase is made that will be paid using the Purchasing Card, the Cardholder is to obtain a customer copy of the receipt, which will become the accounting document.

3.2. **Missing Documentation** – Missing documentation may result in the cancellation of the employee’s purchasing card. **NO exceptions** will be made. Cardholders must keep all receipts, boarding passes and any other documentation such as packing slips registration, etc. as normally required by the Clerk of the Court for payment.

3.3. **Payment and Invoice Procedures** – Purchases made by employees will be paid by the Clerk’s Office once the Cardholder’s certification and the approving official’s verification has been completed and the cost center and account number has been assigned for each transaction.

3.3.1. **Receipts:** The Purchasing Card receipt or vendor’s sales receipt for purchases must be supplied. When purchases are conducted by telephone, you must fill out the Telephone Order Forms and request the vendor to forward the receipt to you. These receipts, and any Telephone Order Forms, are to be stapled to the Daily Purchase Card Purchase Report. **Failure to keep adequate receipts will lead to the loss of Purchasing Card privileges.**

3.3.2. The Purchasing Card issuer, Bank of America, will provide one copy of the billing statement to the Program Card Administrator at the end of the billing cycle. The Cardholder may request a copy of the billing statement at any time. This statement will have a listing of all items processed with the billing cycle. In addition to the monthly billing statement, the Purchase Card Administrator or designee will periodically review the Cardholder’s statement using Bank of America’s on-line services.

3.3.3. Immediately following a purchase, the Cardholder must submit the charge slip to his/her department’s director, via their immediate supervisor. The charge slip must be stapled to a completed Daily Purchase Card Purchase Report. Non-compliance may mean denial of future use, or other disciplinary action.

3.3.4. The department’s director reviews the Daily Purchase Card Purchase Report received from the Cardholder and where applicable, a “Statement of Dispute”, is attached. Once review is completed, the department’s director will forward to the Purchasing Card Program Administrator within three (3) days after receipt from Cardholder. The department’s director will fax all “Statement of Disputes” to Bank of America.

3.3.5. **Travel:** The Purchasing Card Issuer will issue the “Statement” on a scheduled basis each month. It will be the responsibility of the Cardholder to provide his/her designated representative with the receipt for that month should travel or extended leave be
scheduled at the time the statement is due and he/she will not be able to complete the statement. The designated representative will complete and make a copy of the statement for the absent employee and shall forward the copy of the statement to the Purchasing Card Administrator with the rest of the Cardholder’s statements. The original Cardholder statement will be signed by the employee at the time he/she returns and submitted.

3.3.6. The Purchasing Card Administrator will be responsible for reviewing completed statements from all Cardholders, verifying approval of purchases, resolving any questions on the purchases, and signing the cover letter that accompanies the statements and forwarding completed package with all attachments to the Clerk’s Office within seven (7) working days after receipt from the department directors. All statements should be furnished to Clerk’s Office at the same time. Should the Purchasing Card Program Administrator not receive all of the statements, it will be his/her responsibility to contact the appropriate department director and have the statements furnished at once. If, however, one or more statements are for some reason not received, the remaining statements shall not be held while that one or more are pending.

3.3.6.1. All late attachments to the Statement must be stapled to the statement and be sent to the Clerk’s Office not later than the seventh working day after being received by the Card Administrator.

3.3.7. If a Cardholder had no purchase activity on his/her credit card for a particular billing cycle, no Statement will be generated for the Cardholder (unless adjustments for previously billed transactions are processed during that cycle).

4. TRANSACTION APPROVAL

4.1. Approval of the transactions that a Cardholder had made using their Purchasing Cards, will not be totally defined in this procedure. Department Directors, because of his/her knowledge of the job responsibilities of Cardholder, are required to look at each Cardholder’s purchases, and at the merchant who made the sale in order to determine if these items were for Official Use and if they were items allowed to be purchased in accordance with the instructions provided.

4.1.1. If for any reason the Department Director questions the purchase(s), it is his/her responsibility to resolve the issue with the Cardholder. If they cannot be satisfied that the purchase was necessary and for Official Use, this would include an accidental or inadvertent purchase, then the Cardholder must provide an immediate payment for the purchase or a Credit Voucher proving the item(s) had been returned for credit.
4.2. The County Administrator will be responsible for resolving abuses by each Cardholder. Appropriate disciplinary action will be taken against any Cardholder who misuses their privileges of up to and including dismissal.

4.2.1. Should it be evident that an unauthorized purchase was knowingly made, the County Administrator will determine what action will be taken based on the facts presented by the Purchasing Card Program Administrator.

5. **DISPUTES/UNAUTHORIZED CHARGES**

5.1. If a suspicious charge appears on a monthly statement, the Cardholder should first attempt to verify the charge with records of purchase. If the Cardholder does not agree with the charge posted on the statement, the Cardholder must notify the bank in writing, using the “Cardholder Dispute Form”. A copy of the “Cardholder Dispute Form” will be forwarded with the statement through the end-of-month processing cycle for the statement. The bank will research the disputed charge and make the necessary adjustments.

5.2. **Credit to Account** – When the bank receives proper notification of a disputed charge, the charge amount will be removed from the total owed by BOCC and shown on the monthly statement as a “suspending” item. When the dispute is resolved, the charge will either be removed from the monthly statement (if the charge was improper) or charged to the Cardholder’s department (if research shows the charge was valid).

5.3. If items purchased with the Purchasing Card are found defective or the repair or services faulty, the Cardholder has the responsibility to return item(s) to the merchant for replacement or to receive a credit on the purchase. (Returns that require shipping will be coordinated through the Purchasing Department.) CASH REFUNDS WILL NOT BE PERMITTED. If the merchant refuses to replace or correct the faulty item, then the purchase of this item will be considered to be in DISPUTE.

5.4. A disputed item must be noted on the Cardholder’s Statement. In addition, a “Cardholder’s Statement of Disputed Item” form must be completed by the Cardholder with appropriate documentation attached, if necessary. This form will be forwarded with the statement through the end-of-month processing cycle for the statement.

5.5. Disputed items are items that the customer (County) does not believe he/she has received the item purchased, or the item has a defect. The dispute must be resolved between the merchant and the cardholder before any payment can be made.
5.6. It is essential that the time frames and documentation requirements established by the Purchasing Card Issuer be followed to protect the Cardholder’s rights in dispute. Dispute policies and procedures issued by the Purchasing Card Issuer will be provided at the time Purchasing Cards are issued to Cardholder.

5.7. Fraudulent or improper items may be covered by the Liability Waiver. However, disputed items are not considered fraudulent.

6. **REQUEST FOR INITIAL, ADDITIONAL OR CHANGES TO PURCHASING CARD**

6.1. Requests for a new Cardholder or changes to a current Cardholder will be done by submitting “Request for Purchasing Card” form. The Form will be processed by the affected Department Director, who will forward the request to the Purchasing Card Program Administrator.

6.2. All requests for Purchasing Cards must be approved by the Purchasing Card Program Administrator and/or the Office of Management and Budget Director.

6.3. The Purchasing Card Program Administrator’s name must be provided to Clerk’s Accounts Payable/Receivable Department and kept current.

6.4. When Purchasing Card Program Administrator receives the Purchasing Card from the credit card issuer, they shall print on the back of the card the following statement: “SEE DRIVER’S LICENSE”

7. **CARD USAGE DURING DISASTER EVENT**

7.1 During Hurricane season or other disasters, the Purchasing Card Program Administrator may increase the monthly limit for selected Cardholders. The Purchasing Card Program Administrator will update the accounts in the Bank’s online program to reflect the increased spending limits. Once the emergency situation is over, the Purchasing Cards will be returned to the previously approved spending limits by updating the accounts in the Bank’s online program.

8. **ANNUAL INVENTORY OF PURCHASING CARDS**

On an annual basis, the Purchasing Card Program Administrator will provide a list of Purchasing Cards issued to employees for each department. The Purchasing Card Program Administrator will conduct a physical inventory of Purchasing Cards and prepare a report on the results of the physical inventory. Additionally, spot check inventories of partial or whole departments may be held at any time and without prior notification.
9. LOST OR STOLEN PURCHASING CARDS

9.1. Should an employee lose or have their Purchasing Card stolen, it is the responsibility of the Cardholder to immediately notify the credit card issuer, their Department Director, the Purchasing Card Program Administrator and the Clerk’s Accounts Payable/Receivable Department of the loss. The telephone number of the credit card issuer will be provided when the Purchasing Card is issued to the Cardholder.

9.2. To report a lost/stolen card:
The Cardholder must call Bank of America, Customer Service, at 800-538-8788 immediately upon discovering that the card has been lost or stolen. Help is available 24 hours a day. Also call the BOCC Purchasing Card Administrator as early as possible on the first available business day during normal business hours at (305) 292-4467.

9.3. Failure to promptly notify the issuing bank of the theft, loss, or misplacement of the Purchasing Card could make the BOCC and/or the Cardholder responsible for any fraudulent use of the card and result in loss of privileges and/or disciplinary action for the Cardholder.

10. EMPLOYEE TERMINATION/TRANSFER

10.1 A Cardholder who terminates their employment must relinquish their Purchasing Card at the time of the separation from BOCC to their Department Director who will forward the card to the Purchasing Card Programs Administrator. The Purchasing Card Program Administrator will notify the bank and the Cardholder’s card will be immediately deactivated. A Cardholder who fraudulently uses the Purchasing Card after separation from BOCC will be subject to legal action.

10.2. Transfer of an employee within their Department – If a Cardholder is transferred within their department, it will be the responsibility of the Department Director to determine if the Cardholder should retain his/her current Purchasing Card. If it is determined that the Purchasing Card should be kept by the Cardholder, the master file will be changed upon notification to the Purchasing Card Program Administrator, using the New Card/Change From, thereby eliminating the need for issuing a new Purchase Card.

10.3. Transfer of an employee to another BOCC Department - If a Cardholder is transferred to another BOCC department, it will be the responsibility of the new Department Director to determine if the Cardholder should retain his/her current Purchasing Card. If it is determined that the Purchasing Card should be kept by the Cardholder, the master file will be changed upon notification to the Purchasing Card Program Administrator, using the New Card/Change Form, thereby eliminating the need for the issuing of a new Purchasing Card.
10.4. Purchasing cards cancelled for any reason, shall be destroyed by cutting it down the center of the magnetic strip and returning both parts to the Purchasing Card Program Administrator for recording and destruction.

11. **AUDITS/REVIEWS**

11.1. The Card Program Administrator may randomly review Card activity usage and receipt retention for compliance.

11.2. The Clerk’s office may conduct random audits on card activity usage, receipt retention, reconciliations, and compliance, etc.

12. **FEEDBACK**

Your feedback regarding this program is important. The Purchasing Card Program Administrator needs to know if you have any issues and we welcome suggestions for improvement.

13. **ACCOUNTING/PURCHASING PROCEDURES AND ACCOUNTING/TRAVEL AND TRAINING PROCEDURES**

These procedures must be in compliance with Monroe County’s Purchasing Policy and Procedures and must be incorporated with the State of Florida Purchasing Card Guidelines, where applicable.

14. **MERCHANT SIGN-UP**

It is important to the success of the Purchasing Card Program that merchants interested in doing business with the BOCC via the Purchasing Card receive assistance in doing so. If merchants currently accept VISA credit cards, they are already equipped to accept BOCC Purchasing Cards. A merchant who is not currently accepting VISA credit cards should contact the Bank of America merchant service provider, their own financial institution, or other merchant service provider.
QUICK REFERENCE

1. **What is a Purchasing Card?**
   - A credit card that is used as an alternative payment method for small dollar purchases, travel and training, expenditures for non-stocked products and services, and filing fees for cases filed by the County Attorney’s Office or as otherwise approved for the individual Cardholder.

2. **What are the advantages of using the Purchasing Card?**
   - Improved user satisfaction due to prompt order confirmation and accelerated product receipt.
   - Improved vendor relations by eliminating the potential for late payments; the vendor is paid within 48 hours.

3. **Who may have a Purchasing Card, and how do you obtain one?**
   - Any Commissioner and/or employee responsible for making purchases that is recommended by their Department Director and is approved by the Purchasing Card Program Administrator.

4. **What is the responsibility of the Cardholder?**
   - Upon acceptance of the Purchasing Card, employee must sign a “Cardholder Agreement”. Signing this agreement, acknowledges employee receipt of the card and acceptance of responsibility for abiding by the terms and conditions of the agreement.
   - Ensure that usage of the card conforms to procedures and that the card is used only for official business purposes.
   - Cardholder will obtain and verify charge receipts after each purchase and attach to the Daily Purchase Card Purchase Report.
   - Cardholder must obtain their Department Director’s approval on the Daily Purchase Card Purchase Report.
   - Initiate and handle disputed charges.

5. **What is the Department Director’s responsibility?**
   - Identify and recommend employees who should be issued a Purchasing Card.
   - Identify and recommend limitations.
   - Ensure that the Purchasing Cards used in their department conform to BOCC policy and program guidelines as well as the Purchasing manual.
   - Forward Reports with receipts to the Purchasing Card Program Administrator.

6. **What is the responsibility of the Purchasing Card Program Administrator?**
   - Manage, authorize, terminate, and maintain a file of individuals authorized to conduct Purchasing Card transactions.
   - Respond to questions concerning Purchase Card expenditures.
   - Periodically review Cardholder’s activity using Bank of America’s online services.
7. **How are purchases made?**  
   - Cardholder calls or visits vendor and places order.  
   - Cardholder provides the vendor with the Purchasing Card number and delivery instructions.

8. **Does the Purchasing Card have a spending limit?**  
   - Individual transactions limited up to a pre-approved amount for small non-stocked products and services, for travel and training, or as otherwise approved by the Purchasing Card Program Administrator under the direction of the Office of Management and Budget Director and the County Administrator.

9. **What happens if the statement is incorrect or an item needs to be returned?**  
   - Cardholder notifies credit card issuer if incorrect charge is identified on the statement.  
   - Cardholder works with the vendor to arrange for returns and credit.  
   - Cardholder verifies that credit appears on next statement.

10. **What types of purchases are allowable?**  
    - The Purchasing Card is to be used for purchases of small dollar expenditures. These items can be purchased and picked up directly at the vendor, or can be ordered by telephone or internet and delivered to the Cardholder.

11. **What purchases are disallowed?**  
    - The Purchasing Card cannot exceed limitations placed on the individual card for non-stocked products and services, for travel and training or as otherwise approved by the Purchasing Card Program Administrator.  
    - Splitting of requirements – not allowed.  
    - Entertainment  
    - Meals – The County has an ordinance in effect with respect to meals, please see Ordinance No. 009-2015. Restaurant commodity codes will be excluded, and meals are prohibited.  
    - Personal use.  
    - Cash advance.  
    - Fuel (except for rental vehicles while on County Business)  
    - Vehicle Repairs (excluding Fleet Management).  
    - Alcoholic beverages.  
    - Tobacco products.  
    - Non-work or personal use items and services.  
    - Services such as consultants or construction.  
    - Telephone Credit Card.

12. It should be noted that the Purchasing Card will be used by designated personnel to pay for issued Purchase Orders and other purchases not available to the general users.
DEFINITIONS

**Appointed Representative** – An individual the Department Director selects to act on their behalf.

**Approver** – A person delegated the responsibility of reviewing Cardholder transactions to ensure the appropriateness of activity and timely processing of charges (Department Director).

**Billing Cycle** – The monthly billing period that begins the 26th day of each month and ends the 25th day of each month with a 14-day grace period before payment is due.

**Cardholder** – The BOCC employee to whom a written Delegation of Authority has been given granting the use of the Purchasing Card to make purchases within present limits on behalf of BOCC.

**Cardholder Profile** – Parameters that are set for a designated Cardholder that identify the Cardholder, sets default accounting codes and provides restrictions or spending limitations in the Purchasing Card system.

**Cash Advance** – Prohibited on the Purchasing Card as well as personal purchases.

**Charge Slip/Documentation** – Itemized list of individual purchases on receipt.

**Contractor/Issuer** – Bank of America.

**Credit** – Charged amount removed from total owed by the BOCC.

**Cycle Limit** – A maximum dollar value of charges and/or number of transactions that may be applied to a Cardholder’s purchasing authority for the billing cycle.

**Daily Limit** – A maximum dollar value of charges and/or number of transactions that may be applied to a Cardholder’s purchasing authority per day.

**Delegation of Authority** – A document issued by the Purchasing Card Program Administrator that established the individual as an authorized Cardholder. The delegation of authority will specify spending and usage limitations unique to that Cardholder.

**Delivery Address** – Complete address including Cardholder’s name and room number (where applicable).

**Designated Representative** – Department Director is to review Cardholder’s monthly statement’s receipts and transactions to ensure the appropriateness of activity and timely processing of charges and/or credits applied to that department.

**Dispute** – For items purchased and found defective or faulty, the Cardholder can return the item to the merchant who will initiate a credit that will appear on the next month’s statement of account.

**MCC** – Merchant Category Code assigned to merchant by the Credit Card Company, i.e. VISA, which identifies the primary goods or services provided by the merchant.

**Monthly Limit** – A maximum dollar value of charges and/or number of transactions that may be applied to a Cardholder’s purchasing authority during a month.

**Non-stock Materials** – Materials not available through supply inventory.

**Official Use** – Necessary merchandise purchased for BOCC use.

**Payer** – The payer will be Monroe County Board of County Commissioners, through the Finance Department, ensuring that adequate or appropriate accounting codes are assigned. Normally, this will be the last level of review prior to processing for payment but is not part of the “approval” levels.

**Purchasing Card** – A credit card that is used as an alternative payment method.

**Purchasing Card Programs Administrator** – The individual who is responsible for the Board of County Commissioners’ (BOCC) Purchasing Card Program.

**Reconciler** – The individual who reconciles Cardholder receipts.

**Reconciliation** – Balancing charge slips with bank statement.

**Services** – Non-personal temporary work.
**Single Purchase Limit** – Each Cardholder will be limited to a preset maximum amount on any single small non-stocked product or service, for travel and training or as otherwise determined by the Purchasing Card Program Administrator.

**Small Purchase** – An acquisition of supplies, and non-personal services in the amount of $999.99 or less and purchased without a Purchase Order.

**Statement** – Monthly record of charges and credits.

**Tax Exemption** – All purchases shall be exempt from state and local taxes, in accordance with state law.
To: Purchasing Card Program Administrator

From: ________________________________
DEPARTMENT NAME

Subject: REQUEST FOR PURCHASING CARD

Request the following employee be authorized a BOCC Purchasing Card:

Full Name: (Type or Print) __________________________________________

Sample Signature: ________________________________________________

Title: ___________________________ Employee Number: ____________

Florida Driver’s License # _______________________________________

Immediate Supervisor: ____________________________________________

Restrictions: Single limitation: $ __________________

                        Monthly limitation: $___________________________

Types of products to be authorized:

______________________________________________________________

______________________________________________________________

______________________________________________________________

______________________________________________________________

______________________________________________________________

COUNTY ADMINISTRATOR / PURCHASING CARD ADMINISTRATOR
ASSISTANT COUNTY ADMINISTRATOR
(TYPE OR PRINT)

______________________________________________________________
SIGNATURE OF COUNTY ADMINISTRATOR/ PURCHASING CARD ADMINISTRATOR
ASSISTANT COUNTY ADMINISTRATOR

cc: Authorized Employee
I acknowledge having received Purchasing Card Training and agree to use the Purchasing Card only for actual and necessary BOCC business expenses incurred by me in accordance with the BOCC Purchasing Card Procedures.

I have read the Purchasing Card Training Manual and the Monroe County Purchasing Card Policies & Procedures and agree to abide by the procedures contained therein. I acknowledge that use of this card for any purpose other than BOCC approved business expenses are prohibited and will be grounds for corrective action, up to and including termination. In addition, I agree that I must reimburse the BOCC for any such prohibited charges.

I agree to surrender the Purchasing Card immediately upon retirement, termination or upon request of an authorized representative of the BOCC. I understand that use of the Purchasing Card after privileges are withdrawn is prohibited.

If the card is lost or stolen, I will immediately notify the issuing bank (Bank of America) by telephone. I will confirm the telephone notification by email or facsimile to the issuing bank and with a copy to my Department Director and the Purchasing Card Administrator. I understand that failure to promptly notify the issuing bank of the theft, lost, or misplaced Purchasing Card could make me responsible for any fraudulent use of the card.

Bank Contact: Jeri Winkleblack, Account Manager
850-561-5921  Fax: 850-561-1965

Cardholder Customer Service: 888-449-2273  Fax: 757-823-7473

Cardholder:________________________________________
                   TYPE OR PRINT NAME

Signature:________________________________________

Date:__________

Department:______________________________________

Phone Number:____________________________________

cc: Cardholder
### MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

#### DAILY PURCHASE CARD PURCHASE REPORT

Cardholder (Type Name)  
Department Director:

<table>
<thead>
<tr>
<th>Date</th>
<th>Receipt Inv. #</th>
<th>Description of Purchase</th>
<th>Merchant’s Name</th>
<th>Dollar Amount of Purchase</th>
<th>Dispute(d)/Credit (c)</th>
<th>Cost Center/Account #</th>
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Cardholder’s Signature:  
Director’s Signature for Approval:

*REMEMBER TO ATTACH ALL RECEIPTS (PURCHASE AND CREDIT).
Monroe County Purchasing Policy and Procedures

Bank of America
Phone 1-800-538-8788 Fax 1-800-253-5846
Outside of U.S. (757) 677-4705 Fax (757) 677-4361
Attn: Commercial Card Services

CARDHOLDER STATEMENT OF DISPUTED ITEM

Company Name:  
Cardholder Name:  
Cardholder Account Number:  

<table>
<thead>
<tr>
<th>Statement Date</th>
<th>Transaction Date</th>
<th>Merchant Name/Description</th>
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<tbody>
<tr>
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<td></td>
<td></td>
</tr>
<tr>
<td>Amount</td>
<td>Posting Date</td>
<td>Reference Number</td>
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Check the description most appropriate to your Dispute. If you have any questions, contact Bank of America at 1-800-538-8788.

1. Alteration of Amount:
The amount of the sales draft has been altered from $_______ to $_______.

2. Unauthorized Mail or Phone Order:
I certify the charge listed above was not authorized by me or any person authorized by me to use this account. I have not ordered merchandise by phone or mail, or received goods and services as represented above.

3. Cardholder Dispute:
I did participate in the above transaction; however, I dispute the entire charge, or portion, in the amount of $_______ because:

4. Credit Not Received:
The merchant has issued me a credit slip for the transaction listed above, however, the credit has not posted to my account. The date on the voucher is between 30 and 90 days old. (Please include a copy of the credit voucher.)

5. Imprinting of Multiple Slips:
The above transaction represents multiple billing to my account. I only authorized one charge from this merchant for $_______

6. Merchandise Not Received:
My account has been charged for the above transaction, but I have not received this merchandise. I have contacted the merchant. I am still in possession of my card.

7. Merchandise Not Received:
My account has been charged for the above transaction, but I have since contacted the merchant and canceled the order. I will refuse delivery should the merchandise still be sent.

8. Merchandise Returned:
My account has been charged for the transaction listed above, but the merchandise has been returned. Provide a description of the circumstances. (Please include postal receipt if applicable.)

9. Inadequate Description/Unrecognized Charge:
I do not recognize this charge; please supply a copy of the sales draft for my review.

10. I am no longer disputing this charge.

11. Other/Comments

Page 71 of 106
PURCHASING CARD TELEPHONE ORDER  
(For Internal Use Only, Retain With Receipts)

Reminder: Board of County Commissioners is exempt from Florida Sales Tax. Give vendor the tax exemption number on the Purchasing Card.

It is the Cardholder’s responsibility to obtain receipts from telephone purchases, attach them to this form, and forward this form and the receipts with their monthly statements.

<table>
<thead>
<tr>
<th>Supplier Name</th>
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<tr>
<td>Phone Number</td>
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<td>Date Order Placed</td>
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<td>Order called in by (Cardholder’s Name)</td>
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<tr>
<td>Order Called to (name of supplier’s representative)</td>
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</table>

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<tr>
<th>Item #</th>
<th>Detailed description of items/services ordered (size, etc.)</th>
<th>U/I</th>
<th>Quantity</th>
<th>Cost per U/I</th>
<th>Extended Cost:</th>
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TOTAL PURCHASE: $
I. BACKGROUND

Acceptance of credit and debit cards (herein referred to as payment cards) as a payment method has become universal within both the private and public sectors. Many governments now accept cards for taxes, fines, user charges and fees. For a fee, a payment card processing service provider works with a government entity to accept and process payment card payments.

Benefits to accepting payment cards include:

- Enhanced customer service and convenience.
- Increased certainty of collection.
- Accelerated payments and the availability of funds.
- Improved audit trail.
- Reduced cashiering costs.
- Improved overall cash flow and forecasting.
- Lessened delinquencies.
- Reduced return check processing costs.
- Reduced collection costs.

The Payment Card Industry, also known as PCI, is made up of the major credit card companies (e.g., VISA, Master Card, Discover and other major card issuers). PCI has established for merchants accepting payment cards for payment of goods and services important and stringent security requirements to protect credit card data. These are called the PCI Data Security Standards or "PCI-DSS." These standards include controls for handling and restricting credit card information, computer and internet security, and reporting of a breach of credit card information.

II. PURPOSE

The purpose of this policy is to establish for authorized Monroe County departments business processes and procedures for accepting payment cards that will minimize the County’s risk and provide the greatest value, security of data, and availability of services to each county customer within the rules and regulations established by PCI and articulated in PCI-DSS. Additionally, these processes are intended to ensure that payment card acceptance procedures are appropriately integrated with the County’s business processes and automated systems.

In response to increasing incidents of identity theft, PCI created the PCI-DSS to help prevent theft of customer data. PCI-DSS applies to all entities that accept payment cards to procure goods or services. Compliance with this standard is enforced by PCI through guidelines and self-assessment for smaller volume participants and through validated on-site inspection for larger volume participants.
Monroe County Purchasing Policy and Procedures

Following PCI guidelines positions providers to effectively safeguard this data – however it is often discovered after a security breach has occurred that the company/entity breached had been deficient in at least one section of their PCI audit review.

Security breaches can result in serious consequences for Monroe County, including release of confidential information, damage to reputation, the assessment of substantial fines, possible legal liability and the potential loss of the ability to accept payment card and eCommerce payments.

III. DEFINITIONS

Cardholder: The customer to whom a payment card has been issued or the individual authorized to use the card.

Cardholder Data: All personally identifiable data about the cardholder (i.e., account number, expiration date, cardholder name.)

Cashiering Services: Monroe County department that approves all third-party service providers and coordinates the policies and procedures for accepting payment cards.

Encryption: The process of converting information into an unintelligible form to anyone except holders of a specific cryptographic key. Use of encryption protects information between the encryption process and the decryption process against unauthorized disclosure.

Merchant Department: For the purposes of the PCI-DSS and this policy, a merchant department is defined as a Monroe County department that is authorized to accept payment cards as payment for goods and/or services provided by Monroe County.

Merchant Department Responsible Person (MDRP): A designated employee within each Monroe County Merchant Department who has primary authority and responsibility for payment card and eCommerce transaction processing within that department.

Payment Card: Any payment card/device that bears the logo of Discover Financial Services, MasterCard Worldwide, or VISA, Inc. or other major credit card issuer.

Payment Card Account Change: Any change in the payment account including, but not limited to:

- the use of existing payment card accounts for new purposes;
- the alternation of business processes that involve payment card processing activities;
- the addition or alteration of payment systems;
- the addition or alternation of relationships with third-party payment card service providers, and
- the addition or alternation of payment card processing technologies or channel

Payment Card Industry (PCI)-Data Security Standard (DSS): A multi-faceted security standard that includes requirements for security management, policies, procedures, network architecture, software design and other critical protective measures.
Monroe County Purchasing Policy and Procedures

**Self-Assessment:** The PCI Self-Assessment Questionnaire (SAQ) is a validation tool that is primarily used by merchants to demonstrate compliance to the PCI-DSS.

**Sensitive Authentication Data:** Security-related information (card validation codes/values, full magnetic-stripe data, or personal identification number (PIN)) used to authenticate cardholders, appearing in plain-text or otherwise unprotected form.

**IV. APPLICABILITY**

This policy applies to all Monroe County employees, contractors, consultants or agents who, in the course of doing business on behalf of the County, accept, process, transmit, or otherwise handle cardholder information in physical or electronic format.

This policy applies to all County departments and administrative areas which accept payment cards regardless of whether revenue is deposited in a County financial account.

**V. ACCEPTABLE PAYMENT CARDS**

Monroe County Board of County Commissioners accepts VISA, MasterCard, Discover cards and has negotiated contracts for processing payment card transactions.

**VI. PROHIBITED PAYMENT CARD ACTIVITIES**

Monroe County prohibits certain credit card activities that include, but are not limited to:

- Accepting payment cards for cash advances.
- Discounting a good or service based on the method of payment.
- Adding a surcharge or additional fee to payment card transactions, except for payment card fees as allowed by F.S. 215.322 and as set forth in more detail below
- Using a paper imprinting machine unless specifically authorized by County management.

No Monroe County employee, contractor or agent who obtains access to payment card or other personal payment information in the course of conducting business on behalf of the County may sell, purchase, provide, share, or exchange said information in any form including but not limited to imprinted sales slips, copies of imprinted sales slips, mailing lists, tapes, or other media obtained by reason of a card transaction to any third party other than to the County’s depository bank, Visa, MasterCard or other credit card company, or pursuant to a government request.

**VII. PAYMENT CARD FEES**

Each transaction will have 2 sales slips; one slip will be for the County charge and one slip will be for the associated fee charged by the credit card company. The fees will not be recorded in Monroe County’s general ledger but will be sent directly to the County’s merchant services provider.
VIII. REFUNDS

When a good or service is purchased using a payment card and a refund is necessary, the refund must be credited back to the account that was originally charged. Refunds in excess of the original sale amount or cash refunds are prohibited. The associated fee charged by the credit card company is non-refundable. There is no fee charged by the credit card company for refunds.

IX. CHARGEBACKS

Occasionally a customer will dispute a payment card transaction, ultimately leading to a chargeback. In the case of a chargeback, the County department initiating the transaction is responsible for notifying the Monroe County Clerk’s Finance Department and for providing appropriate supporting documentation.

X. MAINTAINING SECURITY

▪ County departments and administrative areas accepting payment cards on behalf of the County are subject to the PCI-DSS.

▪ The County prohibits the transmission of cardholder data or sensitive authentication data via email or unsealed envelopes through County inter-departmental mail as these are not secure.

▪ The County requires that all external services providers that handle payment card information be PCI compliant.

▪ The County restricts access to cardholder data to those with a business “need to know.”

▪ For electronic media, cardholder data shall not be stored on servers, local hard drives, or external (removable) media including floppy discs, CDs or thumb (flash) drives unless encrypted and otherwise in full compliance with PCI DSS.

▪ For paper media, cardholder data shall not be stored unless approved for legitimate business purposes.

XI. RESPONSIBILITIES

Merchant Department Responsible Persons (MDRPs) are responsible for:

▪ Executing on behalf of the relevant County Department, Payment Card Account Acquisition or Change Procedures.

▪ Ensuring that County employees (including the MDRP), contractors and agents with access to payment card data within the respective County department acknowledge in writing that they have read and understood this Policy.

▪ Ensuring that all payment card data collected by authorized County departments accepted in the course of performing County business, regardless of whether the data is stored physically or
Monroe County Purchasing Policy and Procedures

electronically, is secured. Data is considered to be secured only if all of the following criteria are met:

- Only those with a "need-to-know" are granted access to payment card and electronic payment data;

- Email should not be used to transmit credit card or personal payment information. If it should be necessary to transmit credit card information via email only the last four digits of the credit card number can be displayed;

- Credit card or personal information is never downloaded onto any portable devices or media such as USB flash drives, compact disks, laptop computers or personal digital assistants;

- Fax transmissions (both sending and receiving) of credit card and electronic payment information occurs using only fax machines which are attended by those individuals who must have contact with payment card data to do their jobs;

- The processing and storage of personally identifiable credit card or payment information on County computers and servers is prohibited;

- Only secure communication protocols and/or encrypted connections to the authorized vendor are used during the processing of payment card transactions;

- The three or four digit validation code printed on the payment card is never stored in any form;

- The full contents of any track data from the magnetic stripe are never stored in any form;

- The personal identification number (PIN) or encrypted PIN block are never stored in any form;

- The primary account number (PAN) is rendered unreadable anywhere it is stored;

- All but the last four digits of any credit card account number are masked when it is necessary to display credit card data;

- All media containing payment card or personal payment data is retained no longer than a maximum of six (6) months and then destroyed or rendered unreadable; and

- Notifying the Monroe County Information Technology Department in the event of suspected or confirmed loss of cardholder data. Details of any suspected or confirmed breach should not be disclosed in any email correspondence.

Information Technology Department shall regularly monitor and test the County network and coordinate the County’s compliance with the PCI Standard’s technical requirements and verify the security controls of systems authorized to process credit cards.
The Information Technology Director shall ensure that Monroe County maintains currency with the requirements of the PCI-DSS and related requirements to ensure that this policy remains current and shall coordinate and lead the County’s response to a security breach involving cardholder data.

The Monroe County Clerk’s Finance Department shall coordinate with the respective County Departments authorized to accept payment cards to:

- Provide training to ensure that County departments are trained in accepting and processing payment cards in compliance with this policy;
- Work with external vendors and coordinate payment card policies, standards, and procedures;
- Serve as liaison between the bank and the merchant services’ provider for Payment Card account acquisition or change procedures; and
- Review and modify the Application for Payment Card Account Acquisition or Change as necessary.

XII. RESPONDING TO A SECURITY BREACH

In the event of an actual, possible, or suspected breach, the County department must:

- Prevent any further access to or alteration of the compromised system(s) (e.g., do not log on at the machine and/or change passwords);
- Do not switch off the compromised machine. Instead, isolate the compromised system(s) from the network by unplugging the network connection cable;
- Preserve logs and electronic evidence;
- Contact the County’s Information Technology Department and the Clerk’s Finance Department immediately for further direction; and
- Log all actions taken.

XIII. APPROVAL FOR PAYMENT CARD PROCESSING OR CHANGE PROCEDURES

To receive authorization to accept payment cards or change a payment card processing, the MDRP must submit an Application for Accepting Payment Cards or Change Payment Card Authorization to the Monroe County Clerk’s Finance Department. The application must be signed by the MDRP and the appropriate Assistant County Administrator.

XIV. SANCTIONS

The County Administrator may suspend credit card account privileges of any department or administrative unit not in compliance with this policy or that places the County at risk.
Any department or administrative unit engaged in payment card activities will be responsible for any financial loss due to inadequate internal controls or negligence in adhering to the PCI-DSS.

XV. TRAINING

Employees who are expected to be given access to cardholder data shall be required to complete upon hire, and at least annually thereafter, security awareness training focused on cardholder data security. Employees shall be required to acknowledge at least annually that they have received training, understand cardholder security requirements, and agree to comply with these requirements. The Assistant County Administrator or MDRP may require employees to attend additional training as needed.
ATTACHMENT D.

FORMS:

1. Monroe County Purchasing Authorization Form
2. Monroe County Request to Purchase Form
3. Monroe County BOCC Audit Slip
4. Vendor File Request Form
5. Contract Summary Form for Contracts Less Than $50,000.00
6. Contract Renewal Form for Contracts Less Than $50,000.00
7. Change Order Form
7.a Change Order Attachment
8. Public Entity Crime Statement
9. Sworn Statement Under Ordinance No. 010-1990 Monroe County, Florida
10. Non-Collusion Affidavit
11. Drug-free Workplace Form
12. Vendor Certification Regarding Scrutinized Companies Lists
13. Minority Owned-Business Declaration (required as per the provisions outlined in Chapter 14-Federal Funding Requirements)
14. Anti-Lobbying Certification (required when the contract exceeds $100,000.00 per the provisions outlined in Chapter 14- Federal Funding Requirements)
MONROE COUNTY PURCHASING AUTHORIZATION FORM – (D.1)

Employee: __________________________
Title: __________________________

Name: __________________________
First: __________________________
Last: __________________________

Department: __________________________

Log-on ID: __________________________
(Finance Plus)

Phone #: __________________________
Ext.: ________________

Location: __________________________

LEVEL OF PURCHASE AUTHORITY
PLACE "X" IN THE BOX TO INDICATE LEVEL/TYPs OF AUTHORITY

<table>
<thead>
<tr>
<th>PURCHASING LEVELS FOR TOTAL DOLLAR AMOUNT</th>
<th>PURCHASING AUTHORITY (WHO APPROVES/PAYS)</th>
<th>“X” AUTHORITY LEVEL</th>
</tr>
</thead>
<tbody>
<tr>
<td>$.01 - $1,000.00</td>
<td>Department Director or their designees, Request to Purchase form/Purchase Order not required.</td>
<td></td>
</tr>
<tr>
<td>$1,000.01 - $5,000.00</td>
<td>Department Director or their designees, Requires Request to Purchase form or electronic to Purchasing. Price reasonableness documentation is required to be maintained by the Requesting Department.</td>
<td></td>
</tr>
<tr>
<td>$5,000.01 - $9,999.99</td>
<td>Department Director or their designees. Request to Purchase form along with documentation of price reasonableness justification is required to be submitted as documented by the Requesting Departments.</td>
<td></td>
</tr>
<tr>
<td>$10,000.00 - $19,999.99</td>
<td>Department Director only for purchases of $10,000.01 and above. (Designee allowed for purchases up to $10,000.00 only). Request to Purchase form along with three (3) or more price quotes as documented by the Requesting Departments.</td>
<td>County Administrator, Assistant County Administrator or Purchasing Director only</td>
</tr>
<tr>
<td>$20,000.00 - $49,999.99</td>
<td>Request to Purchase form along with three (3) or more price quotes. Requesting Department will solicit quotes.</td>
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</tr>
<tr>
<td>$50,000.00 AND OVER</td>
<td>Competitive Bid process BOCC prior approval required. Governed by County ordinance, as supplemented by the Purchasing Policies and Procedures Manual.</td>
<td>BOCC</td>
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</table>

COST CENTERS

________________________
Employee Signature

________________________
Initials

Approved By: __________________________
Department Director

Approved By: __________________________
County Administrator
Assistant County Administrator
Purchasing Director

PURCHASING USE ONLY:

Data received & sent to Finance

( ) __________ __________ Purchasing Section

Initials Date
REQUEST TO PURCHASE (D.2)

To: Purchasing Department  Date: ______________

From (Dept.): Purchasing Approval:

Name: By:

Phone/Ext: Account:

Ship Code to Location: Grant/Project

<table>
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<tr>
<th>Qty.</th>
<th>Unit</th>
<th>Prod.#</th>
<th>Description</th>
<th>Unit Cost</th>
<th>Total Cost</th>
<th>Acct. #</th>
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Items needed by:

Vendor Name:

Remarks/Recommendations:

Administrative Instructions:
Reviewed ( ) By: ______________________ Date: ______________________

Purchasing Office use only:
Reviewed ( ) By: ______________________ Date: ______________________

Revised BOCC 3/15/17
### Monroe County Purchasing Policy and Procedures

**MONROE COUNTY**

**BOARD OF COUNTY COMMISSIONERS**

**AUDIT SLIP**

(D.3)

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Vendor Number</th>
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<tr>
<th>Invoice #</th>
<th>Invoice Date</th>
<th>Invoice Amount</th>
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<th>Fund / Cost Ctr</th>
<th>(Optional) Account #</th>
<th>(Optional) Project #</th>
<th>(Optional) Project Acct</th>
<th>Amount</th>
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<th>Amount</th>
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<th>(Optional) Account #</th>
<th>(Optional) Project #</th>
<th>(Optional) Project Acct</th>
<th>Amount</th>
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<th>(Optional) Project #</th>
<th>(Optional) Project Acct</th>
<th>Amount</th>
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Review

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<th>Signature</th>
<th>Date</th>
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Approve to $1,000.00

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<th>Signature</th>
<th>Date</th>
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$1,000.01 to $5,000.00

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$5,000.01 to $10,000.00

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$10,000.01 to $19,999.99

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
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$20,000.00 to $49,999.99

<table>
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<th>Signature</th>
<th>Date</th>
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</table>

$50,000.00 & greater

BOCC Approval

**Notes:**
- Only one invoice per audit slip, please!!
- BOCC Depts. complete all areas.
- Invoice # must be the invoice number from the vendor’s invoice.
- Description is a 25-position field for additional information.
ATTACHMENT D.4

VENDOR REQUEST FORM

VENDOR REQUEST FORM MUST BE ACCOMPANIED BY W-9 FORM COMPLETED & SIGNED BY THE VENDOR


☐ New Vendor  ☐ Change Vendor Information

Vendor Name: ____________________________
Search Name/Abbrev: _______________________
Street Address: ___________________________
P.O. Box: _________________________________
City/State/Zip: _____________________________
Phone: __________________ Email: ____________

Vendor Remittance Name and Address (if different from above)
Vendor Name: ____________________________
Street Address: _____________________________ P.O. Box: ______________
City/State/Zip: _____________________________
Contact Name: __________________ Contact Phone: __________________

Tax ID Number or SSN: ____________________
FAX Number: ______________________________
Email: ________________________________

Purpose of New Vendor: ______________________

1099 Required?
☐ Yes  ☐ No
If Yes, please check 1099 Type:
☐ A Attorneys  ☐ M Medical/Healthcare Payments
☐ N Non-Employee Compensation  ☐ O Other Income
☐ R Rental's

Requested By: ___________________ Dept: __________ Date: _______________
Signature of Requestor: ____________________________________________________

Please Return the Completed Form & W-9 to the Clerk's Office via AP@monroe-clerk.com or via Courier STOP 8

Revised BOCC 3/18/2020
### COUNTY ADMINISTRATOR

**CONTRACT SUMMARY FORM FOR CONTRACTS LESS THAN $50,000.00**

<table>
<thead>
<tr>
<th>Contract with:</th>
<th>Contract #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Effective Date:</td>
<td></td>
</tr>
<tr>
<td>Expiration Date:</td>
<td></td>
</tr>
</tbody>
</table>

**Contract Purpose/Description:**

<table>
<thead>
<tr>
<th>Contract is Original Agreement</th>
<th>Contract Amendment/Extension</th>
<th>Renewal</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Name)</td>
<td>(Ext.)</td>
<td>(Department/Stop #)</td>
</tr>
</tbody>
</table>

### CONTRACT COSTS

- **Total Dollar Value of Contract:** $
  - (must be less than $50,000)

- **Current Year Portion:** $
  - (If multiyear agreement then requires BOCC approval, unless the total cumulative amount is less than $50,000.00).

- **Budgeted?** Yes ☐ No ☐
- **Account Codes:** __-__-__-__
- **Grant:** $
  - __-__-__-__
- **County Match:** $
  - __-__-__-__
  - __-__-__-__

### ADDITIONAL COSTS

- **Estimated Ongoing Costs:** $
  - /yr
  - (Not included in dollar value above)

- **Insurance Required:** YES ☐ NO ☐

### CONTRACT REVIEW

<table>
<thead>
<tr>
<th>Date In</th>
<th>Changes Needed</th>
<th>Reviewer</th>
<th>Date In</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Yes ☐ No ☐</td>
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<td>Yes ☐ No ☐</td>
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</table>

**Comments:**

- ____________________________________________________________
- ____________________________________________________________
- ____________________________________________________________

Revised BOCC 10/21/2020
## COUNTY ADMINISTRATOR
### CONTRACT RENEWAL FORM FOR CONTRACTS LESS THAN $50,000.00

<table>
<thead>
<tr>
<th>Contract with:</th>
<th>Contract #</th>
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<th>Renewal Date:</th>
<th>Expiration Date:</th>
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</table>

### Contract Renewal Notes:

**FAILURE TO MEET ONE OR MORE OF THE CONDITIONS SET FORTH BELOW WILL REQUIRE APPROVAL BY THE BOCC**

- ☐ The BOCC approved agreement provided for a renewal subject to the terms and conditions set forth in the initial contract.
- ☐ The Contractor has performed in a satisfactory manner and the contract manager has verified satisfactory performance.
- ☐ The Contractor has requested and agrees to renewal (renewal agreement should first be signed by Contractor).
- ☐ The renewal period is set forth in the BOCC approved agreement.
- ☐ The total cumulative value, including any Consumer Price Index (CPI) increase, of the renewal is less than $50,000.00.

**The following Contract Manager has verified that the above conditions have been met.**

<table>
<thead>
<tr>
<th>Contract Manager:</th>
<th>(Name)</th>
<th>(Ext.)</th>
<th>(Department/Stop #)</th>
</tr>
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</table>

Revised BOCC 7/17/19
MONROE COUNTY/ENGINEERING/ PROJECT MANAGEMENT
CONTRACT CHANGE ORDER

PROJECT TITLE:  

CHANGE ORDER NO: #  
INITIATION DATE: (date requested)  
CONTRACT DATE: (date executed)  

TO CONTRACTOR:  

The Contract is changed as follows: (use underlining only – no highlighting or deletion)  
The original (Contract Sum) (Guaranteed Maximum Price) ……………………………….……..$  
Net change by previously authorized Change Orders……………………………………….$  
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change order was ……….$  
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this  
Change Order ………....$  
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order is …....$  
The Contract Time will be (increased) (decreased) (unchanged) by………………… # of Days  
The date of Substantial Completion as of the date of this Change Order is……………………(new date)  

Detailed description of change order and justification:  

Justification here. If a time change: show original and new substantial completion dates.  

Change order is 0 % of original contract price  

Not valid until signed by Owner, Architect (if applicable), and Contractor  

ARCHITECT:  

_____________________________  
Sign & Print Name  
Date  

CONTRACTOR:  

_____________________________  
Sign & Print Name  
Date  

DEPARTMENT DIRECTOR:  

_____________________________  
Sign & Print Name  
Date  

COUNTY/ASSISTANT ADMINISTRATOR:  

_____________________________  
Sign & Print Name  
Date  

Revised BOCC 3/18/2020  

Page 87 of 106
ATTACHMENT D.7a

Change Order Attachment per Ordinance No. 004-1999

- Change Order was not included in the original contract specifications. Yes ☐ No ☐

  If Yes, explanation:

- Change Order was included in the original specifications. Yes ☐ No ☐

  If Yes, explanation of increase in price:

- Change Order exceeds $50,000 or 5% of contract price (whichever is greater). Yes ☐ No ☐

  If Yes, explanation as to why it is not subject for a calling for bids:

- Project architect approves the change order. Yes ☐ No ☐

  If no, explanation of why:

- Change Order is correcting an error or omission in design document. Yes ☐ No ☐

  Should a claim under the applicable professional liability policy be made? Yes ☐ No ☐

  Explain:

Revised BOCC 3/18/2020
“A person or affiliate who has been placed on the convicted vendor list following a conviction for 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 public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or CONTRACTOR under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

I have read the above and state that neither ______________________ (Respondent’s name) nor any Affiliate has been placed on the convicted vendor list within the last 36 months.

___________________________________
(Signature)
Date: ____________________________

STATE OF: ____________________________
COUNTY OF: __________________________

Subscribed and sworn to (or affirmed) before me, by means of ☐ physical presence or ☐ online notarization, on ____________________________ (date) by
_____________________________________ (name of affiant). He/She is personally known to me or has produced ____________________________ (type of identification) as identification.

_________________________________
NOTARY PUBLIC

My Commission Expires: ____________________________

Revised BOCC 3/18/2020
ETHICS CLAUSE

“________________________________________________________________”

(Company)

“...warrants that he/it has not employed, retained or otherwise had act on his/her behalf any former County officer or employee in violation of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision the County may, in its discretion, terminate this Agreement without liability and may also, in its discretion, deduct from the Agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.”

___________________________________
(Signature)

Date: ______________________________

STATE OF: _____________________________

COUNTY OF: ___________________________

Subscribed and sworn to (or affirmed) before me, by means of ☐ physical presence or ☐ online notarization, on ________________________________

(date) by ________________________________ (name of affiant). He/She is personally known to me or has produced _____________________________ (type of identification) as identification.

___________________________________
NOTARY PUBLIC

My Commission Expires: ________________
NON-COLLUSION AFFIDAVIT

I, ________________________ of the city of ______________________ according to law on my oath, and under penalty of perjury, depose and say that

a. I am ______________________________ of the firm of ________________________________ making the Proposal for the project described in the Request for Proposals for ______________________________________ and that I executed the said proposal with full authority to do so;

b. the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

c. unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and

d. no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;

e. the statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

___________________________________
(Signature)

Date: ______________________________

STATE OF: ______________________________

COUNTY OF: ______________________________

Subscribed and sworn to (or affirmed) before me, by means of □ physical presence or □ online notarization, on __________________________ (date) by

___________________________________ (name of affiant). He/She is personally known to me or has produced ________________________________________________ (type of identification) as identification.

___________________________________
NOTARY PUBLIC

My Commission Expires: ______________

Revised BOCC 3/18/2020
DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business’ policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

________________________________________________________________________
(Signature)

Date: ______________________________

STATE OF: ______________________________

COUNTY OF: ______________________________

Subscribed and sworn to (or affirmed) before me, by means of ☐ physical presence or ☐ online notarization, on ______________________________ (date) by ______________________________ (name of affiant). He/She is personally known to me or has produced ______________________________ (type of identification) as identification.

________________________________________________________________________
NOTARY PUBLIC

My Commission Expires: ______________

Revised BOCC 3/18/2020
VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Project Description(s): __________________________________________________

Respondent Vendor Name: ________________________________________________

Vendor FEIN: __________________________________________________________

Vendor’s Authorized Representative Name and Title: __________________________

Address: ________________________________________________________________

City: ___________________ State: _________________________ Zip: ______________

Phone Number: __________________________________________________________

Email Address: __________________________________________________________

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a Boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the Section entitled “Respondent Vendor Name” is not listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel and for Projects of $1,000,000 or more is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria.

I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney’s fees, and/or costs. I further understand that any contract with the County may be terminated, at the option of the County, if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel or 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.

Certified By: ____________________________________________________________

Authorized Signature: _________________________________________________

Print Name: ___________________________________________________________

Note: The List are available at the following Department of Management Services Site:
http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

Revised BOCC 3/18/2020
FEDERAL FORMS TO BE USED WHEN FEDERAL FUNDS ARE UTILIZED OR EXPECTED TO BE UTILIZED AS SET FORTH IN CHAPTER 14
**Requirement (good/services to be procured):**

________________________________________________________________________

________________________________________________________________________

If brand name or equal salient characteristics are:

________________________________________________________________________

________________________________________________________________________

**Market Research:**

**Research Method:**

☐ Internet (__________________________________________________________)

☐ Prior procurement files (___________________________________________)

☐ Personal Knowledge of Local Trade Area (___________________________)

☐ Other (___________________________________________________________)

**Potential Sources:**

________________________________________________________________________

________________________________________________________________________

Estimated Purchase Price: $__________________________

<table>
<thead>
<tr>
<th>Additional Considerations</th>
<th>Considered</th>
<th>Notes:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal Surplus Property</td>
<td>☐</td>
<td></td>
</tr>
<tr>
<td>Aggregates or Break Up Purchase</td>
<td>☐</td>
<td></td>
</tr>
<tr>
<td>Lease vs. Purchase</td>
<td>☐</td>
<td></td>
</tr>
</tbody>
</table>

**Planned/Expected Contract Type:**

☐ Fixed Price (including fixed price per unit)

☐ Cost Reimbursement plus fixed/fee/profit

☐ Other: ________________________________

*Notes: cost plus percentage-of-cost is prohibited; time and material has restrictions (See §200.318 (j)(1)*)
Monroe County Procurement Form  
(For all Purchasing $10,000.00 or more)

### Procurement Method:

<table>
<thead>
<tr>
<th>☐ Small Purchase Procedure ($10,000.00 Up to $49,999.99)</th>
<th>☐ Sole Source $10,000.00 or more Noncompetitive-proposals Justification (refer to Chapter 14/2 CFR 200.320(f))</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Written Solicitation of Price Quotes (Please include)</td>
<td></td>
</tr>
<tr>
<td>☐ Oral Solicitation of Price Quotes (attach documentation noting oral price quotes)</td>
<td></td>
</tr>
<tr>
<td>Vendor contact information/Price quoted</td>
<td></td>
</tr>
</tbody>
</table>

### Notification/Publication Plan:

N/A if Micro-Purchase; Must be formally publicized if “estimated Purchase Price” is in excess of $50,000.

<table>
<thead>
<tr>
<th>Signature</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Printed Name</td>
<td>Printed Name</td>
</tr>
<tr>
<td>Title/Department</td>
<td>Title/OMB Department</td>
</tr>
</tbody>
</table>

Updated 7/18/18
Monroe County Procurement Form
(For all Federal Competitive Solicitations of $50,000.00 or more)

Solicitation Issue Date:___________________________________________

Requirement (goods/services to be procured):__________________________

Responses/Bids/Offerors Received:

<table>
<thead>
<tr>
<th>Name</th>
<th>Date Received/Bid opening</th>
<th>Date Checked in SAM/DMS/etc. as per Entity Checklist (Attachment E.3)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

Selected Firm/Person/Entity/Company: _________________________________

Selection Rationale: The bid/Proposal was most advantageous to the County, price and other factors considered because

_____________________________________________________________________

_____________________________________________________________________

Price Reasonableness Assessment:

_____________________________________________________________________

_____________________________________________________________________

☐Bonding Requirements are included: 5% of the bid price and Performance Bond of 100% of the contract price and Payment bond of 100% of contract price.

*Rationale should be Consistent with RFPs stated evaluation factors

*Rational should be consistent with Written Evaluation Plan

_____________________________________________________________________

_____________________________________________________________________

Signature                                                                 Signature

Printed Name                                                              Printed Name

Title/Department                                                          Title/ OMB Department
Debarred, Suspended or Ineligible Entity Checklist

Entity Name: __________________________

Federal/State Funding Agency: __________________________

Federal/State Funding Program: __________________________

Federal Excluded Parties List System (EPLS): Yes ☐

SAM.gov No ☐

State Convicted/Suspended/Discriminatory/Complaints Vendor Lists: Yes ☐

dms.myflorida/com No ☐

US DHHS List of Excluded Individuals and Entities (LEIE): Yes ☐

Exclusions/oig.hhs.gov No ☐

Verified By:

_________________________________________  __________________________________
Signature                                      Date

_________________________________________  __________________________________
Printed Name                                  Contract/Grant Manager

Title, Department

Reviewed By:

_________________________________________
Signature

_________________________________________
Printed Name

Title/OMB Department
## Disaster Request for Purchase

**ATTACHMENT E.4**

<table>
<thead>
<tr>
<th>Date of Request:</th>
<th>Requester Name:</th>
<th>Requester Signature:</th>
<th>Additional Approval:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Requester Phone:</th>
<th>Requester Email:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Requesting Department:</th>
<th>Vendor Name/Vendor Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Incident Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Request:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Reason for Request--how was this caused by the incident?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Type of purchase:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Replenish Stock</td>
</tr>
<tr>
<td>New Items/Materials</td>
</tr>
<tr>
<td>Insurance Claim</td>
</tr>
<tr>
<td>Claim #______________</td>
</tr>
<tr>
<td>Repair Work</td>
</tr>
<tr>
<td>Replacement due to damage (Include copy of all claim-related documents)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Where are the items/materials/goods/services being used?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>What is the location of the repair or replacement work?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>If repair or replacement, is this temporary or permanent?</th>
<th>Priority:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Low</td>
<td>Routine</td>
</tr>
<tr>
<td></td>
<td>Temporary</td>
<td>Permanent</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Order Details:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qty</td>
</tr>
<tr>
<td>-----</td>
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<tr>
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</table>

<table>
<thead>
<tr>
<th>Total Cost:</th>
<th></th>
</tr>
</thead>
</table>

**Please attach the required three quotes on purchases $10,000 or greater.**

**This request for purchase must be approved before submitting to BOCC for contract approval. Use this coding for the Agenda Item:**

- Fund/Cost Center
- Account
- Project
- Project Account

<table>
<thead>
<tr>
<th>OMB Purchasing Approval:</th>
<th>Disaster Tracking # ____________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

**FDEM Approval Needed?**

- Yes
- No

**Updated 10/21/20**
MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
DISASTER AUDIT SLIP
ATTACHMENT E.5

Vendor Name ________________________________________  Vendor Number __________________________
Invoice # ____________________Invoice Date ____________Invoice Amount $ __________________________
Requester Name ________________  Requester Department ____________  Incident Name____________________
How was this caused by the disaster? ________________________________________________________________
______________________________________________________________

Type of purchase: _____ Replenish Stock  ____New Items/Materials  ____Repair Work  ____Replacement due to damage
What is the location (Address and Facility Name) of the repair or replacement work or where the items/materials will be used?  If this is relating to a vehicle, include the County Vehicle ID and VIN.

If repair or replacement, is this temporary or permanent?   _____Temporary  _____Permanent
Has an insurance claim been filed?  If yes, what is the claim number? ________________________________
Priority:  ____ Low  ____Routine  ____Urgent  Disaster Tracking Number ________________________________

<table>
<thead>
<tr>
<th>Fund / Cost Ctr</th>
<th>Account #</th>
<th>Project #</th>
<th>Project Acct #</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
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<td>$</td>
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</tbody>
</table>

Description (Opt)
______________________________________________________________________________________________
______________________________________________________________________________________________

<table>
<thead>
<tr>
<th>Fund / Cost Ctr</th>
<th>Account #</th>
<th>Project #</th>
<th>Project Acct #</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
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<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

Description (Opt)
______________________________________________________________________________________________
______________________________________________________________________________________________

Review  Signature ____________________________  Date _____________
Approve to $1,000.00  Signature ____________________________  Date _____________
$1,000.01 to $5,000.00  Signature ____________________________  Date _____________
$5,000.01 to $10,000.00  Signature ____________________________  Date _____________
$10,000.01 to $19,999.99  Signature ____________________________  Date _____________
$20,000.00 to $49,999.99  Signature ____________________________  Date _____________
$50,000.00 & greater  BOCC Approval

Notes: Only one invoice per audit slip, please!!
BOCC Depts. complete all areas.
Invoice # must be the invoice number from the vendor’s invoice.

Revised 3/18/20
Minority Owned Business Declaration

________________________________, a sub-contractor engaged by Monroe County during the completion of work associated with the below indicated project

(Check one)

________ is a minority business enterprise, as defined in Section 288.703, Florida Statutes

or

________ is not a minority business enterprise, as defined in Section 288.703, Florida Statutes.

F.S. 288.703(3) “Minority business enterprise” means any small business concern as defined in subsection (6)(see below) which is organized to engage in commercial transactions, which is domiciled in Florida, and which is at least 51-percent-owned by minority persons who are members of an insular group that is of a particular racial, ethnic, or gender makeup or national origin, which has been subjected historically to disparate treatment due to identification in and with that group resulting in an underrepresentation of commercial enterprises under the group’s control, and whose management and daily operations are controlled by such persons. A minority business enterprise may primarily involve the practice of a profession. Ownership by a minority person does not include ownership which is the result of a transfer from a nonminority person to a minority person within a related immediate family group if the combined total net asset value of all members of such family group exceeds $1 million. For purposes of this subsection, the term “related immediate family group” means one or more children under 16 years of age and a parent of such children or the spouse of such parent residing in the same house or living unit.

F.S. 288.703(6) “Small business” means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than $5 million or any firm based in this state which has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the $5 million net worth requirement shall include both personal and business investments.

Contractor may refer to F.S. 288.703 for more information.

Contractor Sub-Recipient: Monroe County

Signature  ____________________________  Signature  ____________________________

Print Name: ____________________________  Printed Name: ____________________________

Title: ____________________________  Title/ OMB Department: ____________________________

Verified via:  https://osd.dms.myflorida.com/directories

Address: ____________________________

City/State/Zip: ____________________________

DEM Contract: ____________________________

Date: ____________________________

FEMA Project Number: ____________________________
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

(To be submitted with each bid or offer exceeding $100,000)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, ________________________, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

___________________________________  ______________________
Signature of Contractor’s Authorized Official

___________________________________________  _________________
Name and Title of Contractor’s Authorized Official      Date
## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352.

1. **Type of Federal Action:**
   - [ ] contract
   - [ ] grant
   - [ ] cooperative agreement
   - [ ] loan
   - [ ] loan guarantee
   - [ ] loan insurance

2. **Status of Federal Action:**
   - [ ] a. bid/offers/application
   - [ ] b. initial award
   - [ ] c. post-award

3. **Report Type:**
   - [ ] a. initial
   - [ ] b. material change

   **For Material Change Only:**
   - [ ] year
   - [ ] quarter
   - [ ] date of last report

4. **Name and Address of Reporting Entity**
   - [ ] Prime
   - [ ] Subawardee
   - [ ] Tier________, if known

5. **If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:**

6. **Congressional District, if known**

7. **Federal Department/Agency:**

8. **Federal Action Number, if known:**

---

10. **a. Name and Address of Lobby Entity**
    (If individual, last name, first name, MI)

11. **b. Individuals Performing Services**
    (including address if different from No. 10a)

12. **Form of Payment (check all that apply):**
    - [ ] a. cash
    - [ ] b. in-kind; specify: nature________________ value________________

13. **Type of Payment (check all that apply):**
    - [ ] a. retainer
    - [ ] b. one-time fee
    - [ ] c. commission
    - [ ] d. contingent fee
    - [ ] e. deferred
    - [ ] f. other, specify________________

14. **Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:**

15. **Continuation Sheet(s) attached:**
    - [ ] Yes
    - [ ] No

---

**Federal Use Only:**

**PART 2/COUNTY**

---

Page 103 of 106
Monroe County Purchasing Policy and Procedures

INSTRUCTIONS FOR COMPLETION OF SF-LLL,
DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subawardee recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks “Sub awarde” then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., “RFP-DE-90-001.”
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influenced the covered Federal action. (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project

(0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev. 06-04-90-ENDIF=

2-6d PART 2/COUNTY

Page 104 of 106
February 14, 2013

To: All Bidders

Re: Notice of Intent to Award a Contract
Watson Bridge Repair Project

To Whom it May Concern:

This letter will serve as notice of Monroe County’s intent to award a contract to
___________________, the lowest responsible bidder for the Watson Bridge Repair Project at
the ______________2014 Board of County Commissioner’s Meeting.

Construction bids for the _____________Project were received by the Monroe County
Purchasing Department on _______________2014.

Sincerely,

Judith S. Clarke, P.E.
Director of Engineering Services
To: All Respondents

Re: Notice of Intent to Negotiate a Contract
Request for Competitive Solicitations for the Asphalt Pavement Evaluation and Management Services (RFP)

Or

Notice of Intent to Negotiate a Contract
Request for Competitive Solicitations for Engineering Design and Permitting Services for the Card Sound Bridge Repair Project (RFQ)

To Whom it May Concern:

This letter will serve as notice of Monroe County’s intent to grant approval for staff to negotiate a contract with ________, the highest ranked respondent, for Engineering Design and Permitting Services for the Card Sound Bridge Project at the March 20, 2013 Board of County Commissioner’s Meeting.

Proposal responses for the Engineering Design and Permitting Services for the Card Sound Bridge Project were received by the Monroe County Purchasing Department on March 1, 2013.

Sincerely,

Judith S. Clarke, P.E.
Director of Engineering Services

Revised 10 21 2020
Financial Policies

Background
The Monroe County Board of County Commissioners (“BOCC”) recognizes its responsibility to manage the tax-payers money in a financially prudent way to promote fiscal sustainability and accountability while ensuring the health, safety and welfare of the citizens. The BOCC believes that sound financial management principles require that sufficient funds be retained by the County to provide a stable financial base at all times. To retain this stable financial base, the County needs to maintain a fund balances sufficient to fund all cash flows of the County, to provide financial reserves for unanticipated expenditures and/or revenue shortfalls for an emergency nature, to provide funds for the disparity in timing between property tax collection, sales tax distributions as well as other revenues and expenditures, and to secure and maintain investment grade bond ratings.

General Financial Policy
The Operating Budget authorizing the expenditure of county funds will be adopted annually by the BOCC at the fund level.

The Budgeted expenditures and reserves of each fund including the reserve for contingencies, reserve for cash, cash carry forward, and all other purposes will equal the sum of projected beginning balances for the fiscal year and all revenues which reasonably can be expected to be received during the fiscal year. That is, the budget shall be balanced; the total estimated revenue including balances brought forward, shall equal the total of the appropriations and reserves.

The Office of Management & Budget (OMB) shall estimate 100% of all revenue reasonably anticipated from all sources, a 5% holdback for non-collection will be applied. This will be the basis for budgeted revenue (95% of anticipated receipts).

Budgetary Control Policy
Adoption and amendment of the budget during each fiscal year will be in accordance with the laws of Florida.

- Transfers among expenditures and revenue accounts may be made during the fiscal year within a cost center. All transfers must be approved by OMB or the County/Assistant County Administrator.
- The BOCC has increased the level of control for cost center (departmental) budgetary changes by requiring a County Commission resolution for cost center transfers.

Revenue Policy
The use of Ad Valorem tax revenues will be limited to the General Fund, Fine & Forfeiture Fund, General Purpose Municipal Service Taxing Unit funds, Local Road Patrol Law Enforcement District, Lower & Middle Keys Fire & Ambulance Dist.1, and Municipal Service Taxing Districts.

The use of Gas taxes will be limited to the Road & Bridge Fund for operating and capital projects as authorized by statute.

Tourist Development Tax Proceeds will be appropriated in accordance with the formula contained in the Tourist Development Tax Ordinance.

All other Sales Tax Revenue will be used as statutorily authorized.

The use of revenues that have been pledged to bondholders will conform in every respect to the bond covenants that commit those revenues.

Fee revenues will be anticipated for purposes of budget preparation conservatively using schedules that have been adopted by the Board and historical collection rates.

Cash balances remaining in any fund at year-end will stay in that fund for subsequent years. Revenues that are reasonably expected to be unexpended and unencumbered at the end of the fiscal year
Financial Policies

shall revert to fund balance.

Special Revenues collected for specific purpose will be used as statutorily authorized.

Impact Fee Revenue shall always be used for projects related to “growth” and not be used to correct existing deficiencies.

Capital Improvement Projects Policy
The Capital Improvement Plan (CIP) Budget showing estimated annualized costs of capital projects will be updated on an annual basis.

A capital project may not be added or deleted without approval of the Board.

An adopted capital project may not be amended or changed more than necessary to fulfill the original intent of the project. No funds may be added or deleted which change the outcome of the project without Board approval.

COMPREHENSIVE FUND BALANCE POLICIES
The Governmental Accounting Standards Board (“GASB”) issued Statement No. 54, Fund balance Reporting and Governmental Fund Type Definitions (“GASB-54”). One objective of this standard was to improve, including the understandability, the usefulness of fund balance information by providing clear fund balance classifications. GASB-54 abandons the reserved, unreserved, and designated classifications of fund balance and replaced them with five classifications: non-spendable, restricted, committed, assigned, and unassigned. The requirements of this statement are effective for the BOCC’s financial statements for the fiscal year ending September 30, 2011.

GASB-54 requires local governments to focus on the constraints imposed upon resources when reporting fund balance in governmental funds. The fund balance classifications indicate the level of constraints placed upon how resources can be spent and identify the sources of those constraints. The following five classifications serve to inform readers of the financial statements of the extent to which the County is bound to honor constraints on the specific purposes for which resources in a fund can be spent.

Definitions
Non-spendable Fund Balance- Fund balance reported as “non-spendable” represents fund balance that is (a) not in a spendable form such as prepaid items or (b) legally or contractually required to be maintained intact such as an endowment.

Restricted Fund Balance- Fund balance reported as “restricted” consists if amounts that can be spent only on the specific purposes stipulated by law or by the external providers of those resources.

Committed Fund Balance- Fund balance reported as “committed” are self-imposed limitations set in place prior to the end of the fiscal period. These amounts can be used only for the specific purposes determined by a formal action of the BOCC, which is the highest level of decision-making authority, and that require the same level of formal action to remove the constraint.

Assigned Fund Balance- Fund balance reported as “assigned” consists of amounts that are subject to a purpose of constraint that represents an intended use established by the BOCC or by their designated body or official. The purpose of the assignment must be narrower than the purpose of the General Fund. Formal action is not necessary to impose, remove, or modify a constraint in Assigned Fund Balance. Additionally, this category is used to reflect the appropriation of a portion of existing fund balance to eliminate a projected deficit in the subsequent year’s budget.

Unassigned Fund Balance- Fund balance reported as “unassigned” represents the residual classification of
Financial Policies

Fund balance and includes all spendable amounts not contained within the other classifications.

Policy on committing funds
In accordance with GASB-54, it is the policy of the Monroe County Board of County Commissioners (“BOCC”) that fund balance amounts will be reported as “Committed Fund Balance” only after formal action and approval by BOCC. The action to constrain amounts in such a manner must occur prior to year-end; however, the actual dollar amount may be determined in the subsequent period.

For example, the BOCC may approve a motion prior to year-end to report within the year-end financial statements, if available, up to a specified dollar amount as Committed Fund balance for capital projects. The exact dollar amount to be reported as Committed Fund Balance for capital projects may not be known at the time of approval due to the annual financial audit not yet being completed. This amount can be determined at a later date when known and appropriately reported within the year-end financial statements due to the governing body approving this action before year-end.

It is the policy of the BOCC that the County may commit fund balance for any reason that is consistent with the definition of Committed Fund Balance contained within GASB-54. Examples of reasons to commit fund balance would be to display intentions to use portions of fund balance for future capital projects, stabilization funds, or to earmark special General Fund revenue streams unspent at year-end that are intended to be used for specific purposes.

After approval by the BOCC, the amount reported as Committed Fund Balance cannot be reversed without utilizing the same process required to commit the funds. Therefore, in accordance with GASB-54, it is the policy of the BOCC that funds can only be removed from the Committed Fund Balance category after motion and approval by the BOCC.

Policy on Committed General Fund Balance
The BOCC has the responsibility of responding to emergency disaster and will set a goal of $10 million dollars in disaster reserve funds to ensure adequate cash flow is available in post-disaster situations. In the event these funds fall below the set amount, an action plan to begin the replenishment to the appropriate level will be addressed in the ensuing budget year.

Policy on assigning funds
In accordance with GASB-54, funds that are intended to be used for a specific purpose but have not received the formal approval action at the governing body level may be recorded as Assigned Fund Balance. Likewise, redeploying assigned resources to an alternative use does not require formal action by the governing body. GASB-54 states that resources can be assigned by the governing body or by another internal body or person whom the governing body gives the authority to do so, such as a committee or employee of the County. Therefore, having considered the requirements to assign fund balance, it is the policy of the BOCC that the County Administrator will have the authority to assign fund balance of this organization based on intentions for use of fund balance communicated by the BOCC.

Policy on Unrestricted General Fund Balance
Unrestricted fund balance is the amount of fund balance that the BOCC has placed constraints on its use (committed or assigned fund balance) plus the fund balance that does not have any specific purpose identified for the use of those net resources (unassigned fund balance).

It is the goal of the BOCC to achieve and maintain an unrestricted General Fund balance equal to four months of budgeted expenditures. The County considers a balance of less than four months to be a cause for concern, barring unusual or deliberate circumstances, and a balance of more than six months as excessive. An amount in excess of six months is to be considered for reservation to accumulate funding for capital projects and equipment, and /or to reduce the tax levy requirements, and shall be determined in conjunction with the annual budget process. In the event that the unrestricted General Fund balance is less
Financial Policies

than the policy anticipates, the County shall plan to adjust budgeted resources in the subsequent fiscal years to restore the balance. Appropriation from unrestricted General Fund balance shall require the approval of the BOCC and shall be only for one-time expenditures, such as capital purchases, and not for ongoing expenditures unless a viable plan designated to sustain the expenditures is simultaneously adopted.

Cash and Cash Equivalents
Cash balances for the majority of funds are pooled for investment purposes. Earnings from such investments are allocated to the respective funds based on applicable cash participation by each fund. The investment pools are managed such that all participating funds have the ability to deposit and withdraw cash as if they were demand deposit accounts and therefore all balances representing participants’ equity in the investment pools are classified as cash equivalents on the Board’s financial statements. For investments which are held separately from the pools, those which are highly liquid (including restricted assets), which an original or remaining maturity of 90 days or less, are considered to be cash equivalents.

Investments
Florida Statute 218.415 authorizes local governments to invest its funds pursuant to a written investment plan. The County’s Investment Policy (policy) allows investment of surplus funds and the Clerk of the Court as the Chief Financial Officer acts as the County’s Treasury Manager. The County invests in various conservative funds that are generally backed by the full faith and credit of the United States.

The County’s Investment Policy limits credit risk by restricting authorized investments to the following: Florida Local Government Surplus Funds Trust Fund Investment Pool administered by Florida’s State Board of Administration (a 2a7-like pool), direct obligations of the United States or its agencies and instrumentalities, money market mutual funds, and Intergovernmental Investment Pools authorized by the Florida Statutes. The Policy requires that investments in federal instrumentality debt be guaranteed by the full faith and credit of the U.S. Government sponsored agency, and that investments in money market mutual funds have a rating of AAAl or AAAl-G or better by Standard & Poor’s (S&P) or other nationally recognized rating agency.

The Policy requires bank deposits secured as provided by Chapter 280, Florida Statutes. This law requires local governments to deposit funds only in financial institutions designated as qualified public depositories by the Chief Financial Officer of the State of Florida.

The Policy requires execution of a third-party custodial safe keeping agreement for all purchased securities, and requires that securities be held in the County’s name.

The Policy limits the investment of three months of operating expenditures to twelve months. The Policy limits the investment of non-current operating funds to five years.

Long-Term Obligations
In the government-wide financial statements, and proprietary fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the application governmental activities, business-type activities, or proprietary fund type statement of net assets. Bond premiums and discounts, as well as issuance costs, are deferred and amortized over the life of the bonds using the straight-line method that approximates the effective interest method. Bonds payable are reported net of the applicable bond premiums or discount. Bond issuance costs are reported as deferred charges and amortized over the term of the related debt.

Measurement Focus
All Governmental Funds and Expendable Trust Funds are accounted for using a current financial resources measurement focus. Only current assets and current liabilities generally are included on the balance sheet. Operating statements of these funds present increases and decreases in net current assets.
Financial Policies

All Proprietary Funds are accounted for on a flow of economic resources measurement focus. All assets and all liabilities associated with the operation of these funds are included on the balance sheet. Fund equity is segregated into contributed capital and retained earnings components. Proprietary fund-type operating statements present increases and decreases in net total assets.

**Basis of Accounting**

Basis of accounting refers to when revenues and expenditures or expenses are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of the measurements made, regardless of the measurement focus applied.

All governmental funds, expendable trust, and agency funds are accounted for on the modified accrual basis of accounting. Revenues are recognized in the accounting period in which they become available and measurable. Available means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. Expenditures are recognized in the accounting period in which the fund liability is incurred, if measurable, except for (1) unmatured interest on general long-term debt, which is recognized when due; (2) prepaid items, which are reported only on the Balance Sheet and do not affect expenditures; and (3) the long term portion of accumulated sick pay, vacation pay, and compensatory time, which is not recorded as an expenditure.

All proprietary funds are accounted for using the accrual basis of accounting. Revenues are recognized in the accounting period in which they are earned and become measurable. Expenses are recognized in the period incurred, if measurable.

**Budgetary Basis**

Annual budgets are prepared to be consistent with the modified accrual basis of accounting. There are certain exceptions where it is known that final expenditures will be less than the initial budget. The budget reflects the exclusion of five percent of anticipated collections of certain general revenues, in accordance with Florida Statutes. Actual revenues may exceed the budget. Since budgeted expenditures represent a ceiling, actual expenditures normally fall short of the budget. The excess revenues and under expenditures, carry forward as fund balance to the following year. For Proprietary Funds, depreciation expenses are not budgeted, but are recorded and reported for financial purposes.

All annual appropriations lapse at fiscal year-end. Under the County’s budgetary process, outstanding encumbrances are reported as reservations of fund balances and do not constitute expenditures or liabilities since the commitments will be re-appropriated and honored the subsequent fiscal year.

**Budgetary Control**

Separate accounting systems and budgets are maintained by the Board of County Commissioners, Sheriff, Tax Collector, Property Appraiser, Supervisor of Elections, and Clerk of Courts. Florida Statutes require that the County adopt a balanced budget. Managerial budgetary control for the Board of County Commissioners is maintained at the fund, department and account level by the encumbrance of estimated purchase amounts prior to the release of purchase orders to vendors. Purchase orders, which result in an overrun of cost center balances, are not released until additional appropriations are made available. Encumbrances at fiscal year-end are canceled and, if required, are then re-encumbered in the new budget year based on allowable appropriations.

Expenditures by the Constitutional Officers who maintain separate budgets are controlled by appropriations in accordance with budget requirements set forth in Florida Statutes.
MONROE COUNTY ADMINISTRATION INSTRUCTION 4301.10

Date: May 30, 2019

Subject: Basic Procedures for Grant Administration

Reference:
- (A) Monroe County Purchasing Policy
- (B) 2 CFR Part 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (a.k.a. the Uniform Guidance)
- (C) Monroe County Clerk Internal Control Policies and Procedures for BOCC
- (D) Monroe County Clerk Internal Control Narrative: Grants Management and Reporting

Enclosure:
- (1) Ordinance No. 010-1990
- (2) Resolution No. 267-2007
- (3) Supplemental Employee Time Card – Single and multiple grants
- (4) RESTORE Act Direct Component Subrecipient Risk Assessment and Monitoring Policy and Procedure

Effective Date: Immediately

(1) Background: In order to ensure that standard procedures are followed in grant procurement, grant administration, and final grant close-out, the Grants Department oversees and assists in the development of grant proposals, grant administration, and final grant close-out. This Department also serves to coordinate between the various county departments, granting agencies, and Finance. 2 CFR 200 (Subpart E)- Cost Principles, requires that employees whose salaries are funded with federal grants complete time certifications. The cost principals are designed to provide that Federal awards bear their fair share of cost recognized under these principles except where restricted or prohibited by law.

(2) Purpose: The purpose of this instruction is to set forth the procedures that each Department shall follow in submitting grant applications, in accounting for the use of federal and state funds, including documenting staff time under all federal and state grants received by Monroe County and in maintaining records for pre-audit and post-audit review in accordance with the following governing laws and regulations:

A. Federal
   a. Federal Grant and Cooperative Agreement Act of 1977, as incorporated in Title 31 Section 6304 of the U.S. Code.
b. 2 CFR Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (a.k.a. the Uniform Guidance).


B. State

a. Florida Statute 125.01.

b. Florida Administrative Code.


e. Standards of conduct for public officers, employees of agencies and local government attorneys, Florida Statute 112.313.

f. Voting conflicts, Florida Statute 112.3143.

C. County

a. BOCC Resolution No. 267-2007, waiving the existing requirement that grant applications be approved by the Board prior to submission and authorizing the County Administrator to manage grant application submission approval and execution of related documents; and authorizing the County Administrator to accept award of grants where there is not a match requirement.

b. BOCC Ordinance No. 010-1990, adopting additional requirements pertaining to Monroe County procurement ethics applicable to all purchases of goods and services.

c. Appearance relating to procurement of goods, services, Monroe County Code Section 2-150; Denial of procurement of goods, services for unauthorized use of former county officer, employee, Monroe County Code Section 2-151; County’s right to terminate procurement for goods, services, Monroe County Code Section 2-152; Procurement of good, services, Monroe County Code Section 2-153.

d. Voting conflicts; members of advisory and quasi-judicial boards, Monroe County Code Section 2-429.

D. Clerk of the Circuit Court

a. County Internal Auditor - The County’s Internal Auditor advises and assists the Board in conducting continuing studies of the operation of County programs and services. The Internal Auditor’s work may include audits of all aspects of the County’s offices and officials.

b. County Auditor- The Clerk of the Circuit Court is responsible for the official financial records of the Board, and in that capacity, is responsible for maintaining adequate records to ensure compliance with federal and state accounting and reporting requirements for all grants administered by departments under the Board. The Clerk is also the internal auditor of County departments, and conducts independent, objective reviews and evaluations of all relevant activities under the Board, and coordinates the Single Audit with Board departments and the County’s external auditors. As such, the Clerk’s Audit Department examines and evaluates the internal control systems and procedures County departments use to carry out the assigned responsibilities of the organization being audited.

(3) Cancellation: This instruction hereby replaces M.C.A. 4301.9 and is to remain in effect until revised or canceled.

(4) Instructions:
A. The feasibility and desirability of submitting a grant application on behalf of Monroe County shall be determined by the Department Head, Grants Administrator, Office of Management and Budget (where matching funds are involved), the County Administrator, and the Monroe County Board of County Commissioners.

B. The "designated Project Manager/Grants Administrator" in this Administrative Instruction is the departmental designee who is responsible for the administration of each grant and ensures that the processes and procedures outlined in this instruction are followed. The designated Project Manager/Grants Administrator may be the department’s Grants Analyst, Project Manager, Contract Manager, or other individual assigned to coordinate all grant-related activities within the department and is the primary contact for grant related inquiries.

C. In developing a grant proposal, it is crucial to understand the Grantor’s requirements and all applicable laws which govern the grant program. The designated Project Manager/Grant Administrator should thoroughly review the grant guidelines including:

- Eligibility requirements
- Submission deadlines
- Funding and programmatic goals and priorities
- Proposal format, evaluation process, criteria and timetables
- Budgets and budget justification narratives
- Point(s) of contact
- Allowable supplemental material and any other submission requirements

The proposal shall identify the person who will serve as the designated Project Manager/Grant Administrator. This person shall be responsible for the overall administration, implementation, management, and compliance of the grant award. Grant funds awarded to the County may not be used to replace or supplant non-federal funds that have been appropriated for the same purpose. All procurement associated with grant funded projects shall follow the Grant and County policy and procedures. All property acquired with grant funds shall also follow the Grant and County policy and procedures for property and inventory control.

D. As required by 2 CFR 200.112 Conflict of Interest, Monroe County must follow the following:

- The Florida Code of Ethics for Public Officers and Employees, Florida Statute Chapter 112 Part III
- Monroe County Ordinance No. 010-1990 adopting further requirements pertaining to procurement ethics applying to all purchases of goods and services
- Monroe County Code Sections 2-150, 2-151, 2-152 and 2-153
- Monroe County Personnel Policies and Procedures Manual, Section 1.05 Code of Ethics.

E. The Board of County Commissioners adopted Resolution No. 267-2007, which waived the existing requirements that each grant application be individually approved by the Board prior to submission and again prior to acceptance of the award when the award does not require a match by Monroe County. The Resolution further authorizes the County Administrator to manage grant application approvals, acceptance of grant awards that have no match criteria, and to execute related grant documents. All other grants with a match requirement must first receive BOCC approval to apply. Taking into account the grant application and submission deadlines,
the designated Project Manager/Grant Administrator should prepare an agenda item utilizing the County’s automated web-based agenda system, MinuteTraq, for BOCC approval.

F. Once approval to submit the grant application has been received, either through the County Administrator or BOCC, the designated Project Manager/Grant Administrator shall submit the grant application in accordance with the Grantor’s requirements and in the format specified. It is important to maintain a grant timeline and copies of all grant documents and related items should the grant be awarded.

G. Upon notification of the grant award to Monroe County, the Requesting Department will receive a grant agreement outlining the requirements and any special conditions attached thereto.

With the implementation of the Uniform Guidance, each respective department will be responsible for maintaining internal procedures to ensure all requirements of the grant are met including the following:

1. 2 CFR 200.80 Safeguarding Protected Personally-Identifiable Information – Monroe County must safeguard the confidentiality of Personally Identifiable Information (PII), to the maximum extent allowable pursuant to federal and state law, and cause contractors, service providers, sub-grantees or other entities providing services to Monroe County on projects deriving from federal funding to do the same.

Pursuant to federal law, PII is defined as: an individual’s name or first initial and last name in combination with any one or more of types of information, including but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother’s maiden name, criminal, medical and financial records, educational transcripts. This does not include PII that is required by law to be disclosed. Social security number, credit card numbers, bank account numbers, biometric information and medical records are exempt from Florida public records production and must be handled with utmost care to protect from unnecessary use by unauthorized persons and may not be produced pursuant to public records requests.

All parties (staff, contractors, service providers, sub-grantees and other persons involved in the handling of PII must ensure that:

- PII uses during the performance of the federal grant has been obtained in conformity with federal and state law.
- PII is not transmitted to unauthorized persons; and access is restricted to only those County employees or employees of contractors, service providers or sub-grantees who need the information to perform their duties in their official capacity.
- PII is stored in a space that is safe from access by unauthorized persons at all times.
- PII stored or transferred electronically must be encrypted.
- Records/documents containing PII are not left open, or unattended, and will kept in locked rooms/cabinets, and staff handling PII as part of their official duties will treat documents as confidential.
- That all who have access to PII will be advised of the confidential nature of the PII, the required safeguards to protect it, and the civil and criminal sanctions for non-compliance.
• Contractors, service providers, and sub-grantees and others must have policies and procedures in place for PII protection.
• Appropriate methods of destroying PII will be used when records are eligible for destruction pursuant to records retention laws.
• Any breach or suspected breach of PII must be reported to the federal granting agency immediately.

2. 2 CFR 200.112 Conflict of Interest - Monroe County will disclose in writing any potential conflict of interest to the federal awarding agency, or to the pass-through entity, in accordance with applicable Federal awarding agency policy.

3. 2 CFR 200.113 Mandatory Disclosures and 2 CFR 200.318(c) Procurement Standards Conflicts and Gratuities - Monroe County will disclose in writing to the federal awarding agency any violations involving fraud, bribery, or gratuity violations potentially affecting a federal award. Monroe County officers, employees are prohibited from accepting gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The Human Resources office is the responsible investigating entity should there be any alleged incident of conflict of interest. The Monroe County Personnel Policy and Procedures Manual in Section 1.05 Code of Ethics, states, ‘Employees shall not accept any gift, favor or service with the understanding that it was provided to him/her in order to obtain special treatment.’ The Administrator of Human Resources is responsible for monitoring federal criminal violations. Should there be a violation, the federal awarding agency will be promptly notified by the Administrator of Human Resources. Section 9.04 Disciplinary Actions of the Personnel Policy and Procedures Manual will be followed should there be a violation of federal criminal law by an employee.

4. 2 CFR 200.317 through 2 CFR 200.326 Procurement Standards - Monroe County’s Purchasing Policy clearly identifies the County’s procurement policies and procedures, which conform with State and local laws and regulations, and conform to federal guidance in 2 CFR 200.317-326. In those instances when the County is lacking in its capacity to adequately fulfill all grant objectives it may seek out other entities to perform certain functions. A subcontract or subaward can be utilized to meet this need. The County policies ensure that contractors, subawardees, and subrecipients perform in accordance with the terms and conditions of their contracts and purchase orders. In order to comply with the Uniform Guidance, Monroe County acknowledges the prohibition from providing geographical/local preference in the evaluation of bids and proposals. Currently, the County Attorney reviews all agreements to ensure required contract provisions are included when applicable as reflected by the following items:
  • Breach of Contract
  • Termination for Cause and Convenience
  • Equal Employment Opportunity/Nondiscrimination
  • Davis-Bacon Act
  • Contract Work Hours and Safety Standards Act
  • Rights to Inventions Made Under Contract or Agreement
  • Clean Air Act and Federal Water Pollution Control Act
  • Debarment and Suspension
  • Byrd Anti-Lobbying Amendment
  • Procurement of Recovered Materials
5. 2 CFR 200.324 Entity Review- Monroe County will make available upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements. The procurement documentation, e.g. Competitive Solicitations, Request for Proposals (RFPs), Request for Bids (RFBs), Request for Qualifications (RFQs), will generally be provided to the federal awarding agency or pass-through entity prior to the solicitation process, however the federal awarding agency or pass-through may still review the specifications with limited review of the technical aspects of the proposed purchase. Time periods for review by the Federal awarding agency or pass-through agency must be complied with in accordance with the grant agreement or upon request. The designated Project Manager/Grant Administrator must ensure that review by the Federal awarding agency or pass-through entity is performed when required.

6. 2 CFR 200.330 through 2 CFR 200.332- Subcontracting and Subrecipient Awards, Risk Assessment and Monitoring

Subawards: The County will regularly encounter situations where it does not have the workforce capacity to adequately fulfill all of the grant objectives and must seek out other entities to perform certain functions. These activities will be obligated in the form of a subcontract or subaward. In addition, during the course of the grant award, certain materials and supplies and equipment may be purchased through various contractors. Subaward contracts to subrecipients will include the following information:

a. Federal Award Identification
   (1) Subrecipient name;
   (2) Subrecipient unique entity identifier;
   (3) Federal Award Identification Number (FAIN);
   (4) Federal Award Date of award to Monroe County by the Federal Agency or pass­through entity;
   (5) Subaward Period of Performance Start and End Date;
   (6) Amount of Federal Funds Obligated by the current contract from Monroe County to the subrecipient;
   (7) Total Amount of Federal Funds Obligated to the subrecipient by Monroe County including current obligations;
   (8) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);
   (9) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity;
   (10) Catalog of Federal Assistance (CFDA) Number and Name;
   (11) Identification of whether the award is R&D; and
   (12) Indirect cost rate for the Federal award (including, if allowed, the de minimis rate charged per 2 CFR 200.414).

b. Requirements imposed by Monroe County on the subrecipient so that the Federal award is issued in accordance with Federal statutes, regulations and the terms and conditions of the Federal award;

c. Any additional requirements that Monroe County imposes in order for the subrecipient to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;
d. An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between Monroe County and the subrecipient (in compliance with 2 CFR 200.331), or a de minimis indirect cost rate as defined in 2 CFR 200.414 Indirect (F&A) costs;

e. A requirement that the subrecipient permit Monroe County and auditors to have access to the subrecipient’s records and financial statements as necessary for Monroe County to meet the requirements of 2 CFR 200.331; and

f. Appropriate terms and conditions concerning closeout of the subaward.

g. All subaward contracts must be reviewed and approved by the County Attorney’s Office.

Modifying Subawards: Circumstances might arise that require changes to the subrecipient contract. These must be mutually agreed upon by the County and subrecipient, with written approval from the federal granting agency.

Subrecipient Risk Assessment: Monroe County is responsible for assessing the risk of its subrecipients on federal grants, making a high, medium or low risk determination, and monitoring the programmatic and financial activities of its subrecipients in order to ensure proper stewardship of federal funds. Risk factor considerations include: Subrecipients’ prior experience with similar awards; the results of previous audits, including whether or not the subrecipient receives a single audit in accordance with 2 CRF 200 Subpart F; whether the subrecipient has new personnel or substantially changed systems; and the results of any prior federal awarding agency monitoring.

Attached herein are the Subrecipient Risk Assessment and Monitoring Policies and Procedures for the RESTORE Act Direct Component funds, which may be utilized as an example for other County departments.

Subaward Special Conditions: Monroe County may impose specific subaward conditions upon the subrecipient based on the evaluation of risks such as: when a subrecipient has a history of failure to comply with the general or specific terms and conditions of a federal award; when the subrecipient fails to meet expected performance goals in a federal award; when the subrecipient is not otherwise responsible. Special conditions may include: requiring payments as reimbursements rather than advance payments; withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance; requiring additional, more detailed financial reports; requiring additional monitoring; requiring the subrecipient to obtain technical or management assistance; establishing additional prior approvals.

Subrecipient Monitoring: Monroe County will monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that the subaward performance goals are achieved. The designated Project Manager/Grant Administrator is responsible for subrecipient monitoring. Subrecipient monitoring shall include:

a. Reviewing financial and performance reports required in order to comply with the Federal award;

b. Follow-up to ensure that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient detected through audits, on-site reviews, and other means; and
c. Issue a management decision for audit findings pertaining to the Federal award provided to the subrecipient.

Monroe County may use the following monitoring tools to ensure proper accountability and compliance with program requirements and achievement of performance goals:

a. Provide subrecipient with training and technical assistance on program-related matters; and
b. Perform on-site reviews of the subrecipient’s program operations.

Based on the results of the subrecipient’s audits, on-site reviews or monitoring activities, Monroe County may consider taking enforcement action against noncompliant subrecipient which may include the following remedies:

a. Temporarily withholding cash payments pending correction of the deficiency;
b. Disallow all or part of the cost of the activity or action not in compliance;
c. Wholly or partly suspend or terminate the Federal award;
d. Initiate suspension or debarment proceedings as authorized under 2 CFR Part 180;
e. Withhold further Federal awards for the project or program; and
f. Take other remedies that may be legally available.

All grant requirements placed upon the County will flow-down to any subrecipient, and it is the prime grantee’s responsibility to ensure subaward compliance with the prime grant provisions.

All subawards issued under federal grants must contain language requiring subrecipients to fulfill the prime grant requirements.

a. The designated Project Manager/Grant Administrator will advise subrecipients of requirements (including but not limited to financial and non-financial reporting) imposed on them by federal laws, regulations of the flow-down provisions of the prime contract or grant agreement, and any supplemental County requirements imposed depending on a level of risk determination by the County.

b. The designated Project Manager/Grant Administrator will monitor the subrecipient’s use of grant funds and issue a written report summarizing the results and any corrective actions needed on a semi-annual basis.

c. The designated Project Manager/Grant Administrator will ensure that the County receives annual audit reports from any subrecipients required to have an audit in accordance with 2 CFR 200.

d. Upon receipt of an unfavorable audit report from a subrecipient, the designated Project Manager/Grant Administrator will confirm that the subrecipient has taken appropriate and timely corrective action. If a material weakness or other reportable condition exists, monitoring of the subrecipient will be more frequent and management actions will be taken as appropriate.

e. All subawards for which monitoring is mandated shall be reviewed regularly throughout the year, and at a minimum must include:
   
   (1) Advising subrecipients of all applicable federal laws and regulations, and all appropriate flow-down provisions from the prime agreement
   (2) Routine receipt and review of technical performance/progress reports
   (3) Routine review of expenses-to-budget
   (4) Periodic on-site visits, or regular contact, if necessary
   (5) The option to perform "audits" if necessary
(6) Review of audit reports filed by subrecipients and any audit findings
(7) Review of corrective actions cited by subrecipients in response to their audit findings.
(8) Consideration of sanctions on subrecipients in cases of continued inability or unwillingness to have required audits or to correct non-compliant actions

7. 2 CRF 200.326 Contract Provisions- All County contracts for federal funding must contain the applicable provisions described to Appendix II to Part 200-Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

8. Debarment and Suspension- A person or entity debarred or suspended is excluded from receiving federal assistance and benefits. It is the responsibility of the designated Project Manager/Grant Administrator to ensure Monroe County and its subrecipients do not award grant assistance to entities who are debarred or suspended or otherwise ineligible for Federal assistance programs.

The designated Project Manager/Grant Administrator will ensure that the federal Excluded Parties List System (EPLS) site and the state Convicted/Suspended/Discriminatory/Complaints Contractor Lists are checked prior to entering into any contractual relationship or use of services:

a. The federal Excluded Parties List System (EPLS) is now accessible through the System for Award Management (SAM). The EPLS can be searched at the following website: https://www.sam.gov/portal/public/SAM#/.


c. There is also a List of Excluded Individuals and Entities (LEIE) maintained by the U.S. Department of Health and Human Services Office of Inspector General. Individuals and entities excluded from providing services for federally funded health care programs are maintained on this list. The LEIE can be accessed at: https://exclusions.oig.hhs.gov/.

H. Grant Agreement Approval: The grant award/contract documents will be reviewed and approved either by the Board of County Commissioners or the County Administrator, as per Monroe County policy, and will be placed on the next monthly agenda as applicable. All Federal and State grant requirements will be followed. Once the agenda item is approved, the required number of original documents are sent to the County Attorney’s office for processing. The County Attorney will route the documents to the Clerk’s office for execution. Once executed the documents will be returned to the initiating Department for distribution to the Grantor.

I. Grant Budget: While securing the appropriate approvals to accept the grant award/contract the designate Project Manager/Grant Administrator shall provide the Office of Management and Budget (OMB) with the grant budget, including revenue sources and expenditure line items, so a Resolution of Unanticipated Funds can be prepared for Board approval. Should there be a match requirement additional coordination is required to ensure matching funds are available and so a Transfer Resolution can be prepared for approval by the BOC. Once the referenced resolutions have been approved by the Board of County Commissioners, along with the grant award, the budget will be added to the Clerk’s financial fund accounting software.
J. Grant Terms and Conditions: Each funding agency has its own rules governing applications and awards. The grant award document will outline general conditions associated with the funding. Most grants are on a reimbursement basis and require proof of payment with supporting documentation that goods, services or deliverables were provided. Each grant will identify the reporting and reimbursement requirements including frequency and required forms. In some cases Grantors will allow for advanced funds. All advance receipt of funds include additional requirements such as calculation and potential remittance of interest earned. The designated Project Manager/Grant Administrator shall ensure all requirements can be met before requesting advance funding.

K. Grant Activities: The designated Project Manager/Grant Administrator will ensure funds are only used for eligible grant activities within the award period and will coordinate with the Grants Administrator for the timely drawdown of funds and reporting. If funds have to be de-obligated, coordination with OMB is critical. Compliance with all terms of the contract is the responsibility of the person named as designated Project/Contract Manager. Electronic funds transfer from the Grantor is preferable when available. When not available, checks must be sent to the Clerk of the Court’s Finance Office for processing. Should checks be mailed to the Department instead of the Clerk’s Office, the Cash Management Procedures, as set forth in the Monroe County Personnel Policy and Procedures Manual, must be followed. Copies of reimbursement requests or advance payment requests must be sent to the Finance Office at the time of submittal.

L. Finance Review: The Finance Department, as a division of the Clerk of the Court, is involved with grants from the financial perspective. The Finance Department has responsibility for Accounts Payable, Accounts Receivable, and General Ledger functions. The Finance Department also annually produces the SEFA (Schedule of Expenditures of Federal Awards) and works with the external auditors by providing them with documentation to perform the Single Audit. Additionally, Finance validates that expenditures being sought for reimbursement are properly charged in Project Accounting and the General Ledger to ensure completeness for audit trail purposes.

Clerk’s Office Payment/Reimbursement Review: Pay requests, invoices and billings are signed and approved by the designated County Project Manager/Grant Administrator and forwarded to the Clerk’s Finance Department for payment processing. All grants related to construction first routed to the Contract Accounting Clerk for audit before the invoices/pay requests are forwarded to the Grants area for final payment processing. The invoices included in a check run along with a batch edit list are provided to the Clerk’s Grants Accounting Supervisor for post-audit. The coding of invoices/pay requests are verified and confirmed against the accounting system. Budgets are checked to be sure that there are sufficient funds to pay the invoices. If there is no budget available, the Grants Accounting Supervisor contacts the BOCC grant project staff to advise them that they need to request additional budget before the expenses/accounts can be paid. The invoices will not be paid unless the requested budget is transferred. After checking/verifying the invoices, the Grants Accounting Supervisor signs the batch payables edit list and returns them to the Clerk’s Accounts Payable (AP) clerk so the batch can be released for the check run.

The review of the grants starts from the time the invoices/requests for payments are submitted to the Clerks’ office for payment. The Clerk’s Grant Accounts Payable (AP) Clerk reviews the invoices to confirm that the amount, account coding and the project numbers are correct. Also, the Grants AP Clerk determines whether there is any missing supporting documentation and if the invoices are appropriately approved.
The Clerk’s Grants Accounting Supervisor also performs a post-audit on all grant invoices to verify that the amount, the account, and project codes are correct and the available budget is sufficient.

The reimbursement requests submitted to the State/Federal governments are prepared by the County’s designated Project Manager/Grant Administrator.

The Clerk’s Grants Accounting Supervisor is given a copy of the reimbursement request by the BOCC grant project staff to support the grant revenues that are received by the Finance Department (typically received via electronic fund transfer). Upon receipt of the payment via Electronic Funds Transfer (EFT), the Revenue Clerk will ask direction from the Grants Accounting Supervisor on how to code the receipt. The copies of the EFT/payments are emailed to BOCC grant project staff so they have a copy for their records. A copy also is given to the Grants AP Clerk for filing in the grant folder along with the reimbursement request. The Grants Accounting Supervisor uses the information to reconcile with the reimbursement request submitted to the grantor. The Grants Accounting Supervisor also reconciles this information to the expenditure audit trail and the project audit trail to determine which expenses have been submitted to the grantor for reimbursement. The review is important to monitor that all the expenses already paid by the County are being reimbursed.

The Grants Accounting Supervisor also reviews some of the Grant reimbursements requests prepared by County designated Project Manager/Grant Administrator that require approval and signature of the Finance Director. If there are discrepancies, the County grant project staff are advised to correct and revise the reimbursement. The revised requests are submitted to the Finance Director for her approval and signature. Once approved and signed, the grant reimbursements are sent back by email to the County’s designated Project Manager/Grant Administrator for submission to the grantor.

The Grants Accounting Supervisor also reviews and monitors which grant end before the fiscal year and informs the County’s designated Project Manager/Grant Administrator so that all expenses must be paid before the end of the grant. The Grants Accounting Supervisor also is responsible for reconciling with the County’s designated Project Manager/Grant Administrator records as often as possible. If there is any discrepancy, the Grants Accounting Supervisor informs the County’s designated Project Manager/Grant Administrator as soon as possible and gives a recommendation on how to resolve the discrepancy.

M. Project Implementation: Project implementation shall be the responsibility of the designated County Project Manager/Grant Administrator, including monitoring activities of subrecipients and/or subcontractors to ensure deliverables, goods, and/or services are provided. The grant project file shall be established and maintained in a clear and well-organized manner, with records and supporting data, in detail sufficient for pre-audit and post-audit review. Supporting data, including documentation of telephone calls, meetings, and all correspondence relative to the grant program, must be maintained by the designated Project Manager/Grant Administrator. Documentation of procurement compliance, should there be goods or services acquired, copies of purchase orders, quotes, invoices and supporting documentation must also be retained in the grant project file. All Records shall be maintained in accordance with 2 CFR 200.333
N. Defining Cost Allowability/Defining, tracking, or reporting direct and indirect costs: Grant funds must be spent in accordance with the terms and conditions of the grant award. Therefore, prior to expending grant funds, the designated Project Manager/Grant Administrator must be aware of what costs are allowable and disallowable under the grant as well as what costs are considered direct and indirect.

1. **Cost Allowability:** Allowable costs shall be adequately documented and fit the definition for an authorized expenditure as stated within the cost principles as:
   a. Allocable, reasonable and necessary (A cost is allocable to a grant if the goods and services purchased are related equitably to the benefits received by the funded program. A cost must also be incurred specifically for the award, benefit the award, and be necessary to the overall operation of the organization. A cost can be considered reasonable if, in both its nature and amount, it does not exceed that by which a prudent person would incur at the time the decision was made to incur the cost.)
   b. Treated consistently as a direct or indirect cost
   c. Determined in accordance with Generally Accepted Accounting Principles (GAAP)
   d. Net of all applicable credits
   e. Not included as a cost to meet matching requirement of another federally-funded grant
   f. Conforms to limits or exclusion on types or amounts of costs as stated in cost principles, federal laws, and terms and conditions of grant award
   g. Consistent with policies and procedures that apply uniformly to federal and non-federally funded activities

2. **Cost Tracking, Reporting, Authorization:**
   a. It is the designated Project Manager/Grant Administrator responsibility to determine if a cost is allowable under the grant program and to prepare a grant proposal budget with application and/or with acceptance of the grant agreement.
   b. OMB will prepare budget amendment to recognize grant revenue and expenses in the general ledger; and set up project accounting in financial software using unique identifiers for grant funded goods/services. OMB will communicate the project and general ledger accounts to use for the grant program to the designated Project Manager/Grant Administrator.
   c. The designated Project Manager/Grant Administrator must notify Purchasing Division whenever federal or state funding is used prior to the preparation of bid documents, requests for proposals, purchase orders, or other purchasing methods.
   d. The designated Project Manager/Grant Administrator will review purchases, purchase orders, contracts, invoices and salaries for allowable grant costs prior to authorization
   e. The designated Project Manager/Grant Administrator will coordinate with OMB on any proportional costs applied to a grant.
   f. OMB will review grant transactions and confirm for completeness, timeliness and accuracy of expense; and for allocable costs will determine proportion of cost that can be applied to the grant.
   g. OMB will perform routine reconciliation of grant program transactions in the general ledger and project accounting and will complete and enter journal entry and project adjustments as needed.
   h. The designated Project Manager/Grant Administrator will notify OMB of any purchasing or contract changes during the grant cycle; and will submit to the Granting Agency any requests for changes to the agreement.
   i. OMB will perform cash flow and projections for grant budget and complete budget adjustments to the general ledger and project accounting as needed.
j. The designated Project Manager/Grant Administrator will coordinate with OMB to obtain supporting documentation used in the preparation of financial reporting including FFRs, and with the Clerk’s office for the preparation of reimbursement requests, claims, and draws. The supporting documentation will demonstrate a cost is reasonable, necessary or allocable if it impacts a cost’s allowability.

(1) Typical grant transactions may include personnel costs, purchase of equipment and supplies, costs for contracted services, grant income or revenue, etc. Grantees must submit documentation of eligible expenses and proof of payment for expenses incurred during the reporting period.

(2) Documentation of eligible expenses may include copies of invoices, receipts, payroll or labor reports, or other proof that complies with federal and state audit standards. Proof of payment of expenditures may include a copy of a credit card receipt, receipt showing cash payment, cancelled checks, bank statements, or other proof that complies with federal and state audit standards. A supplemental accounting record may accompany the receipts and cancelled checks.

k. All pay requests, invoices and billings are signed and approved by the designated Project Manager/Grant Administrator and forwarded to the Clerk’s Finance Department for payment processing.

l. All grants related to construction are first routed to the Clerk’s Contract Accounting Clerk for audit before the invoices/pay requests are forwarded to the Grants area for final payment processing.

m. The Clerk’s office conducts a detailed review of all invoices, and is responsible for auditing the invoices before payment processing. The Clerk’s office contacts the designated Project Manager/Grant Administrator to resolve any issues or questions. (More detail is provided in the FY 2019 BOCC Grants Management and Reporting document produced by the Clerk’s office, attached herein, and the Clerk’s Internal Control Policies, also attached herein.)

n. A financial accounting, including budget to actuals, must be maintained and reconciled to the financial software general ledger quarterly, or more frequently if required by the grant.

o. A record-keeping and grant project monitoring system shall be established and maintained by the designated Project Manager/Grant Administrator to ensure reporting and reimbursements are completed and filed in a timely manner, as per the grant requirements.

p. For federal grants, The Clerk’s office submits payment requests via the federal grant payment system utilized by the federal granting agency (such as Automated Standard Application for Payments (ASAP)) to the federal granting agent. Upon receipt of funds, the Clerk’s office again verifies all expenses and ensures that revenues and expenses match and are balanced.

O. Reporting on Federal Grants: When the County receives a federal award, the designated County Project Manager/Grant Administrator is responsible for complying with requirements from the Federal agency for interim and final financial and program reporting, utilizing the Standard Form-425 Federal Financial Reports (FFR). Recipients of federal awards will also be required to submit Performance Progress Reports (PPR).

During the preparation of the FFR, the designated County Project/Contract Manager will work with the Office of Management and Budget to reconcile all financial data to ensure accuracy and completeness, and the FRR will be accompanied by a print out of the expenditure audit
trail, which indicates all expenses charged to the cost center for the grant. Each FFR will be
signed by the authorized certifying official who is the employee authorized by Monroe County
to submit the grant’s financial data on its behalf. Copies of submitted FRRs are also sent to the
Clerk’s office.

When applicable, The County also must complete and submit to the federal granting agency a
report on the status of the real property or interest in real property in which the Federal
government retains an interest, using a SF-429 Real Property Status Report form annually for
the first three years of a federal award and thereafter every five years until the end of the
Estimated Useful Life or time of disposition, whichever is less.

P. Documentation of Employee Time: A supplemental time card will be used to document
employee time spent working on grants as required by 2 CFR 200 (Subpart E).

1. These standards regarding time distribution are in addition to the current standards for
payroll documentation. The completed supplemental time card shall be completed, signed,
attached to the original time card, and sent to the Payroll Department.

2. For those employees who work solely on a single Federal award, charges for their salaries
and wages will be supported by certifications that the employees have worked solely on that
program for the pay period covered by the certification. These certifications will be done on
the same supplemental time card prepared at the end of each pay period and are to be signed
by the employee and his or her supervisor.

3. For those employees who work on multiple federal or state awards or cost objectives,
charges for their salaries or wages are to be supported by supplemental time cards, which:
   a. must reflect an after-the-fact distribution of the actual work/activity performed by each
      employee,
   b. must account for the total work/activity for which each employee is compensated,
   c. must be prepared before, or at the same time as, the standard County time card and
      coincide with the pay period, and must be signed by the employee and supervisor.

4. Percentages for allocation of employee wages shown on Personnel Action Forms (PAF’S)
must be examined and corrected if needed, at least quarterly to ensure that those percentages
reflect the actual manner in which each employee spends his or her time. This is necessary
since items such as leave time, group insurance, worker’s compensation, travel, and so on will
be charged according to those percentages. Affected departments will develop internal forms
and procedures, as needed, to comply with 2 CFR 200 (Subpart E) as it applies to fringe
benefits and other expenses.

Q. Grant Period: When the grant period extends beyond the County’s fiscal year OMB, must be
notified in writing at yearend of the current year’s projected expenditures. At fiscal yearend
estimated budget rollover projections should be provided to OMB 15 days prior to yearend,
September 30th. OMB is responsible for submitting the rollover resolutions to the BOCF for
approval. Without a rollover resolution the grant budget will not be available in the new fiscal
year.

R. Grant Closeout: The grant project closeout is the process by which all required administrative
and financial actions are satisfactorily completed as set forth in the grant agreement. The
closeout usually begins Sixty (60) to Ninety (90) days prior to the end date of the grant to accurately project expenses and allow time to request a grant adjustment should one be needed. The closeout addresses the completion of work or delivery of services and administrative and financial requirements. Should any due dates be unattainable, the designated Project Manager/Grant Administrator should communicate immediately with the Grantor to request an extension. The designated Project Manager/Grant Administrator will proceed with securing the required approvals to secure a grant modification for the extension if allowable. The grant extension document will need to be provided to the Clerk for their records. Compile the grant closeout package and notify any subcontractors of the deadline to submit final invoices. To complete the closeout the designated Project Manager/Grant Administrator shall ensure all deliverables are received within the grant period, invoices are processed, reimbursements are submitted, all revenue is received, and a final reconciliation to the general ledger is completed. The Project designated Manager/Grant Administrator shall notify OMB if the grant project is expected to be either over spent or under spent so appropriate budget action can be taken. The designated Project Manager/Grant Administrator shall submit all financial, performance, and any other required reports prior to the established deadline. Should a grant closeout letter be issued by the Grantor, it should be included in the grant project file along with all of the other reporting documents. Lastly, the designated Project Manager/Grant Administrator shall ensure County and grant record retention requirements are met.

(5) Action:

A. All affected Departments shall comply with the above instructions. Departments should ensure timely placement of all grant applications, resolutions and agreements on the Board of County Commissioners agenda, if required, in order to meet grant deadlines and avoid the possible loss of grant funds.

Christine Hurley
Assistant County Administrator

Distribution List: III
Originator: DGT
Review: May 30, 2022
ORDINANCE NO. 010-1990

AN ORDINANCE PROVIDING FOR DEFINITIONS; PROVIDING THAT NO FORMER COUNTY OFFICER OR EMPLOYEE SHALL, WITHIN TWO YEARS OF LEAVING OFFICE OR EMPLOYMENT, LOBBY FOR ANOTHER PERSON OR BUSINESS ENTITY IN ANY APPEARANCE BEFORE OR COMMUNICATION WITH, A COUNTY BOARD, COMMISSION, ADVISORY BODY, DEPARTMENT, DIVISION, SPECIAL DISTRICT, OR BUREAU IN CONNECTION WITH ANY PROCUREMENT OF GOODS AND/OR SERVICES; PROVIDING FOR EXEMPTIONS; PROVIDING THAT, EXCEPT AS REQUIRED TO DISCHARGE OFFICIAL DUTY, NO COUNTY OFFICER OR EMPLOYEE SHALL, ON BEHALF OF ANY OTHER PERSON OR BUSINESS ENTITY MAKE AN APPEARANCE BEFORE, OR COMMUNICATION WITH, ANY COUNTY BOARD, COMMISSION, ADVISORY BODY, DEPARTMENT, DIVISION, SPECIAL DISTRICT, OR BUREAU IN CONNECTION WITH ANY PROCUREMENT OF GOODS AND/OR SERVICES; PROVIDING FOR EXEMPTIONS; PROVIDING THAT ANY PERSON OR BUSINESS ENTITY WHICH HAS HAD A FORMER OFFICER OR EMPLOYEE SUBJECT TO THIS ORDINANCE OR COUNTY EMPLOYEE ACT ON ITS BEHALF IN CONNECTION WITH PROCUREMENT OF GOODS AND/OR SERVICES SHALL BE INELIGIBLE FOR SUCH AWARD: PROVIDING THAT THE COUNTY MAY TERMINATE CONTRACTS ENTERED INTO IN VIOLATION OF THIS ORDINANCE WITHOUT LIABILITY AND MAY DEDUCT FROM THE CONTRACT OR PROCUREMENT PRICE, OR SEEK RECOVERY OF, ANY MONEY PAID TO FORMER COUNTY OFFICERS OR EMPLOYEES OR COUNTY EMPLOYEES BY A PERSON OR BUSINESS ENTITY TO ACT ON ITS BEHALF IN VIOLATION OF THIS ORDINANCE; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCORPORATION INTO THE MONROE COUNTY CODE; PROVIDING FOR REPEAL OF ALL ORDINANCES INCONSISTENT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Monroe County directed the County Administrator to formulate a comprehensive set of policies for the purchase of goods and services, and

WHEREAS, on April 19, 1988, the Board of County Commissioners of Monroe County, at a regular meeting, adopted a set of purchasing policies for Monroe County Board Departments and all dependent districts, and

WHEREAS, according to those procedures, the Board of County Commissioners is required to approve purchases totalling in aggregate more than $10,000, without contract, and

WHEREAS, according to those procedures, the Board of County Commissioners has delegated its authority to purchase totalling in aggregate less than $10,000, without contract, to the County Administrator, and
WHEREAS, according to those procedures, the Board of County Commissioners has delegated its authority to purchase totalling in aggregate less than $1,000 to Department Heads, without contract, and

WHEREAS, the Board of County Commissioners has reserved to itself the entering into of all contracts for goods and services, irregardless of amounts of those services, and

WHEREAS, the Board of County Commissioners, through its employees exercising various levels of procurement, has delegated and entrusted their own public trust to those delegated such procurement powers, and

WHEREAS, the Board of County Commissioners desires to further advance and instill procurement ethics within the governmental structure of Monroe County,

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that the Board hereby adopts further requirements pertaining to Monroe County procurement ethics requirements to be applied to all purchases of goods and services for Monroe County, and hereafter applicable to any and all employees, departments, special districts, Councils, Boards or committees of the Board of County Commissioners of Monroe County or over which the Board of County Commissioners of Monroe County sits as governing body:

Section 1. Definitions as used in this ordinance:

a) "Advisory body" means any County board, commission, committee, council or authority, whose powers, jurisdiction and authority are solely advisory and do not include the final determination or adjudication of any personal or property rights, duties or obligations, other than those relating to its internal operations. A body with land planning, zoning, or natural resources responsibilities shall not be considered an advisory body.

b) "Business entity" means any corporation, partnership, limited partnership, proprietorship, firm enterprise, franchise, association, self-employed individual, or trust, whether fictitiously named or not, doing business in the State of Florida.
c) An "employee" or "County employee" means any person employed by the County Commission, whether by contract or not, except those persons described in Section 1(d) of this Ordinance.

d) "Officer" or "County officer" means those persons defined in F.S. 112.3145(a)(3); elected members of the County Commission and any person appointed to fill a vacancy for an unexpired term of such; any person appointed to a County board, commission, authority, excluding independent special districts; or advisory bodies, serving under the County Commission.

e) "Person" means a natural person.

f) "Lobbying" means any degree of advocating by brand name or corporate name of any product or service, whether done through individual private or public personnel effort, with or without receiving, having received, or intending to receive funds from any source of such advocation.

g) "Agent" means a person acting or doing business for another.

Section 2. No former County officer or employee shall, within two years following vacation of office or termination of employment, lobby on behalf of any other person or business entity in any formal or informal appearance before, with the intent to influence, make any oral or written communication on behalf of any other person or business entity, to:

a) Any board, commission, authority, or advisory body, of Monroe County; or

b) Any department, division, special district or bureau of Monroe County, in connection with current or future procurement of goods and/or services.

This section shall not apply in the case of collective bargaining or to officers or employees who vacated office or terminated employment prior to the effective date of this Ordinance. This section shall also not apply to any officer holding an elected office, or to an officer holding an appointment to any board, commission, or authority, on the effective date of this Ordinance except that, if such officer is elected or appointed
for another term of office, which term commences after the effective date of this ordinance, then this section shall apply.

Section 3. Except as required by statute, ordinance, resolution, rule, or custom for the proper discharge of official duty, no County officer, or employee shall, if elected or appointed after the effective date of this ordinance, make a formal or informal appearance before, or, with the intent to influence, make any oral or written communication in connection with current or future procurement of goods and/or services, to:

a) Any board, commission, authority, or advisory body, of Monroe County; or

b) Any department, division, or bureau, of Monroe County.

This section shall not apply in the case of collective bargaining.

Section 4. Any person or business entity who has had act on his or its behalf in connection with any current or future procurement of goods and/or services:

a) A former County officer or employee subject to the prohibition of Section 2 of this Ordinance; or

b) A County officer or employee in violation of Section 3 of this Ordinance, shall be ineligible for the award for such goods and services.

Section 5. The County shall have the right to terminate, at its discretion and without any liability, any procurement for goods and/or services awarded to any person or business entity who has had act on his or its behalf:

a) A former County officer or employee subject to the prohibition of Section 2 of this Ordinance; or

b) A County officer or employee in violation of Section 3 of this Ordinance.

The County may also, in its discretion, deduct from the goods and/or services price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration, paid to the former County officer or employee or County officer or employee. Each contract entered into by the County shall contain the following language:
"(Person or business entity) warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee subject to the prohibition of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee or County officer or employee."

Section 6. Any former County officer or employee who violates Section 2 of this Ordinance shall be prosecuted in the same manner as misdemeanors are prosecuted and, upon conviction, shall be punished by a fine not to exceed $500 or by imprisonment in the County jail not to exceed 60 days or by both such fine and imprisonment.

Section 7. Any County officer or employee who violates Section 3 of this Ordinance shall be prosecuted in the same manner as misdemeanors are prosecuted and, upon conviction, shall be punished by a fine not to exceed $500 or by imprisonment in the County jail not to exceed sixty (60) days or by both such fine and imprisonment. Any County officer appointed to a board, commission or authority who violates Section 3 of this Ordinance may additionally be removed from office for cause. Any County officer enumerated in Sec. 112.3145(a)(3), Fla.Stat., who is not subject to career service under Chapter 2, Article III, Monroe County Code, and Chapter 69-1321, Laws of Florida, and who violates Section 3 of this Ordinance may be additionally discharged for cause. Any County officer subject to career service or an employee who violates Section 3 of this Ordinance shall have violated the standard of employment set forth in Sec. 2-142(12), Monroe County Code, and may additionally be subject to disciplinary action under Chapter 2, Division 9, Monroe
County Code, up to and including discharge. A conviction in County Court shall not be a condition precedent to removal from office, discharge or discipline.

Section 8. If any section, subsection, sentence, clause or provision of this Ordinance is held invalid, the remainder of this Ordinance shall not be affected by such invalidity.

Section 9. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of said conflict.

Section 10. The provisions of this Ordinance shall be included and incorporated in the Code of Ordinances of the County of Monroe, Florida, as an addition or amendment thereto, and shall be appropriately renumbered to conform to the uniform numbering system of the Code.

Section 11. This Ordinance shall take effect immediately upon receipt of official notice from the Office of the Secretary of State of the State of Florida that this Ordinance has been filed with said Office.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 17th day of April, A.D., 1990.

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

By [Signature]
Mayor/Chairman

(SEAL)

Attest: [Signature]
DANNY L. KOLHAGE, Clerk

[Signature]
Clerk

EFFECTIVE DATE: ____________________________

[Signature]
Attorney's Office
CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mrs. Liz Cloud, Chief
Bureau of Administrative Code and Laws
Department of State
The Capitol
Tallahassee, Florida 32301

Dear Mrs. Cloud:

Enclosed please find a certified copy of Ordinance No. 10-1990, providing that no former County officer or employee shall, within two years of leaving office or employment, lobby for another person or business entity in any appearance before or communication with, a county board, commission, advisory body, department, division, special district or bureau in connection with and procurement of goods and or services.

This Ordinance was adopted by the Monroe County Board of County Commissioners at a Regular Meeting in formal session on April 17, 1990. Please file for record.

Sincerely,

Danny L. Kolhage
Clerk of the Circuit Court
and ex Officio Clerk to the Board of County Commissioners

By: Nancy Cohen, Deputy Clerk

cc: Municipal Code Corporation
Mayor John Stormont
Mayor Pro Tem Wilhelmina Harvey
Commissioner Douglas Jones
Commissioner Eugene Lytton
Commissioner Michael Puto
County Attorney, Randy Ludacer
County Administrator, Tom Brown
File
May 8, 1990

Honorable Danny L. Kolhage
Clerk of Circuit Court
Monroe County Courthouse
500 Whitehead Street
Key West, Florida 33040

Attention: Nancy Cohen, Deputy Clerk

Dear Mr. Kolhage:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge your letter of May 1, 1990 and certified copy of Monroe County Ordinance No. 90-10, which was filed in this office on May 7, 1990.

Sincerely,

Liz Cloud, Chief
Bureau of Administrative Code
MUNICIPAL CODE CORPORATION
Supplement Department
P.O. Box 2235
Tallahassee, FL 32315-2235

Code Supplement No. 39 05/07/90

We have received the following material. Thank you for your assistance and cooperation.


TO:
Ms. Rosalie L. Connolly
Deputy Clerk
Monroe County
P.O. Box 1980
Key West, FL 33040

1-800-262-CODE (National) MR
1-800-342-CODE (Florida) MA
A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MOJILROE COUNTY, FLORIDA, DIRECTING STAFF TO ORGANIZE EFFORTS TO SEEK OUT AND APPLY FOR APPROPRIATE GRANTS TO OFFSET COSTS; WAIVING THE EXISTING REQUIREMENTS THAT EACH GRANT APPLICATION BE INDIVIDUALLY APPROVED BY THE BOARD PRIOR TO SUBMISSION AND AGAIN PRIOR TO ACCEPTANCE OF THE AWARD WHEN THE AWARD DOES NOT REQUIRE A MATCH BY MONROE COUNTY; AND MAINTAINING ALL EXISTING REQUIREMENTS FOR GRANT APPLICATIONS AND ACCEPTANCE OF GRANT AWARDS THAT DO REQUIRE A MATCH BY MONROE COUNTY.

WHEREAS, Monroe County has been impacted by recent legislature and the subsequent need to significantly cut budgets; and

WHEREAS, it is our desire to continue to provide outstanding public service responsive to the needs of our citizens, community, and environment despite the impact of these budget cuts; and

WHEREAS, currently, the Board must approve all applications for grants prior to submission, which can cause a delay of up to six weeks, at times delaying the grant application until the next submission cycle, as well as adding unnecessarily to the Board agenda; and

WHEREAS, it is unnecessary to delay acceptance of grants awarded to the County that do not require any matching funds, again adding unnecessarily to the Board agenda; and

WHEREAS, our heightened focus on pursuing a wider variety of grant opportunities requires improved coordination between Divisions and will result in a significantly increased number of grant applications; now, therefore,

BE IT RESOLVED THAT THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, HEREBY:

1. Directs Division staff to coordinate grant opportunity research and application submission with the Project Manager to the County Administrator.

2. Waives the requirement that grant applications be approved by the Board before submission, and authorizes the County Administrator to manage grant application submission approval and execution of related documents.

3. Authorizes the County Administrator to accept award of grants that have no match criteria, and to execute related documents.
PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a meeting of said Board held on the 18th day of July, 2007.

Mayor DiGennaro
Mayor Pro Tem Spehar
Commissioner Neugent
Commissioner McCoy
Commissioner Murphy

Yes
Yes
Yes
Yes

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: Mayor/Chairman

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

Date

FILED FOR RECORD
INSTRUCTIONS

You are receiving this document because your organization is a RESTORE Act Subrecipient of Monroe County. Please read the information. Complete the attached questionnaire and submit it to the RESTORE Act Contract Manager. This is a requirement for all Monroe County RESTORE Act Subrecipients.

PURPOSE OF THIS DOCUMENT

A subrecipient is a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a federal award. The applicants with projects selected for inclusion in Monroe County’s initial multiyear implementation plan (MYIP) will enter into subrecipient relationship with Monroe County. Monroe County will be a pass-through entity and as such must develop the appropriate procedures to comply with federal regulations as well as ensure that the subawards are managed in an efficient and responsible manner.

The Uniform Guidance for Federal Awards (2 CFR 200) outlines responsibilities and processes both for pass-through entities as well as subrecipients. Specifically, 2 CFR 200 §331 requires that all pass-through entities evaluate each subrecipient’s risk of noncompliance with federal statutes, regulations, and terms and conditions of the subaward.

The attached Risk Assessment Questionnaire was developed to comply with federal regulations for pass-through entities, and although the document is intended initially for RESTORE Pot 1 projects, the same regulations and processes apply to any federal funding. The questions contained within the Risk Assessment questionnaire (attached) are based on various sections throughout the Uniform Guidance as well as feedback from US Treasury Department and Treasury Office of the Inspector General. Each question is directly linked to federal requirements for grant management.

Also attached, for reference, is Monroe County’s Risk Assessment Matrix, the tool used by Monroe County to determine the Subrecipient’s risk, based on the Subrecipient’s responses in the Risk Assessment Questionnaire.

I. RISK MONITORING AND MANAGEMENT

DESCRIPTION OF MONROE COUNTY’S SUBRECIPIENT MONITORING AND MANAGEMENT PLAN THAT IMPLEMENTS THE REQUIREMENTS FOR PASS-THROUGH ENTITIES AT 2 CFR 200.331

The Subrecipient has been informed that 2 CFR 200 and the RESTORE Act Terms and Conditions will be part of the agreement and must be followed. Subrecipient monitoring shall follow the regulations and guidance set forth in 2 CFR 200 of the Uniform Guidance for Federal Awards. The County shall also adhere to the requirements for pass-through entities as described in these sections, including:

1. Ensure that every subaward is clearly identified to the Subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information can be found in 2 CFR 200 [Executed Subrecipient Agreement]

2. Evaluate each Subrecipient’s risk of noncompliance with Federal, State, and County statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate Subrecipient monitoring as described below: a. The Subrecipient’s prior experience with the same or similar awards.
b. The results of previous audits including whether or not the Subrecipient receives a Single Audit in accordance with Subpart F of the Uniform Guidance for Federal Awards, and the extent to which the same or similar subaward has been audited as a major program. c. Whether the Subrecipient has new personnel or new or substantially changed systems. d. The extent and results of Federal awarding agency monitoring (e.g. if the Subrecipient also receives Federal awards directly from a Federal awarding agency.) [Completed Subrecipient Risk Evaluation Questionnaire.]

3. Consider imposing specific subaward conditions upon a Subrecipient if appropriate as described in 2 CFR 200 of the Uniform Guidance for Federal Awards.

4. If additional conditions are imposed on a Subrecipient, the pass-through entity must notify the applicant of the following. a. The nature of the additional requirements. b. The reason why the additional requirements are being imposed. c. The nature of the action needed to remove the additional requirement, if applicable. d. The time allowed for completing the actions, if applicable. e. The method for requesting reconsideration of the additional requirements imposed.

5. Monitor the activities of the Subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved.

6. Utilize the monitoring tools as described below dependent on the assessment of risk. a. Providing Subrecipient with training and technical assistance on program-related matters, as necessary. b. Performing on-site reviews of the subrecipient’s program operations. c. Arranging for agreed-upon procedures as described in 2 CFR 200 of the Uniform Guidance for Federal Awards, as necessary.

7. Verify that every Subrecipient is audited as required by Subpart F of the Uniform Guidance for Federal Awards when it is expected that the subrecipient’s Federal awards expended during the respective fiscal year equalled or exceeded the threshold set forth in 2 CFR 200.

8. Consider whether the results of the Subrecipient’s audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity’s own records.

9. If it is determined that noncompliance cannot be remedied by imposing additional conditions, the County will consider taking enforcement action such as those detailed in 2 CFR 200.

II. RISK ASSESSMENT QUESTIONNAIRE

Monroe County will provide the Subrecipient with a Subrecipient Risk Assessment Questionnaire (attached.) The Subrecipient will complete the responses and provide additional material as requested, and timely submit it to the Monroe County RESTORE Act Contract Manager.

III. RISK ASSESSMENT MATRIX

Based on the information in the responses to the questionnaire by the Subrecipient, Monroe County will complete a Risk Assessment Matrix (attached for reference) to determine whether the Subrecipient is low, medium or high risk. The results of the risk assessment will be used to formulate a Monitoring Plan for the Subrecipient.

IV. MONITORING

Once the subaward has been fully executed, Monroe County is responsible for monitoring the Subrecipient for compliance with program requirements and achievement of performance goals, as contained in the federal grant award, grant award terms and conditions, subrecipient agreement, and any other documents related to the grant activities. Specifically, the contract manager will ensure that:

1. Subrecipient complies with all reporting requirements;
2. All funds are being spent according to the budget and timeline and that invoices reflect allowable, allocable, and reasonable costs;
3. Subrecipient quarterly progress monitoring reports are submitted timely;
4. Project deliverables are being achieved in a timely manner;
5. Deficiencies are communicated immediately to the subrecipient. Major deficiencies will be addressed in a Corrective Action Plan within the time limit identified within the plan. If the deficiencies are legally- or financially-related, the provisions of the Corrective Action Plan should be reviewed by County Attorney’s Office and Clerk; and
6. At least one monitoring visit will carried out annually during the subaward period. The results of the monitoring visit will be provided to the Subrecipient, County Attorney’s Office and the Clerk.

V. REMEDIES FOR NONCOMPLIANCE

If Monroe County determines that a subrecipient has failed to comply with applicable laws, regulations or any subaward provision, the County may take any of the following actions:

1. Execute an amendment to the subaward which imposes further special conditions;
2. Temporarily withhold reimbursement pending correction of the noncompliance;
3. Disallow funding from the subaward; all or part of the cost of the activity or action not in compliance;
4. Wholly or partly suspend or terminate the subaward; and/or
5. Withhold additional subawards.

Prior to taking any action listed above, Monroe County will notify the subrecipient in writing of any remedies for noncompliance, within five (5) business days. The subrecipient will be given a three (3) business days to respond in writing to contest the remedies or to suggest an alternative remedy, the County in its sole discretion will determine if any suggested alternative remedy is sufficient.

VI. KEY DEFINITIONS (2 CFR PART 200 – UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS)

§200.93 Subrecipient: Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

§200.69 Non-Federal entity: Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

§200.74 Pass-through entity: Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

§200.86 Recipient: Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients. See also §200.69 Non-Federal entity.

§200.92 Subaward: Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.
Pursuant to 2 CFR §200.331, Pass-through entities must evaluate each Subrecipient’s risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward.

PLEASE PROVIDE THOROUGH RESPONSES AND SUPPORTING DOCUMENTATION FOR THE FOLLOWING QUESTIONS. THESE QUESTIONS ARE CONSISTENT WITH FEDERAL REQUIREMENTS TO DETERMINE SUBRECIPIENT RISK.

YOU MAY USE ATTACH ADDITIONAL PAGES AND DOCUMENTS FOR YOUR RESPONSES.

SUBMIT THIS COMPLETED FORM TO THE RESTORE ACT CONTRACT MANAGER.

Name of Organization ____________________________________________________________

Name of Project/Grant Award Number ____________________________________________

Amount of Federal Funds Awarded ______________________________________________

Primary Contact Name _________________________________________________________

Primary Contact Phone ____________________ Email address _______________________

Address _____________________________________________________________________

DUNS number ________________________ EIEIN number _____________________________

**This document contains information that may be confidential and privileged. Unless you are an authorized representative with Monroe County to receive this information, you may not use, copy, or disclose to anyone the information contained in this document.**

(1) EXPERIENCE WITH SIMILAR GRANTS/AWARDS WITHIN THE PAST FIVE YEARS. Please list any Federal grants that your organization has been awarded within the last 5 years (if no federal grants, please list state grants). Please include the name of the granting agency, award amount, contract number, and indicate whether your organization was the recipient or Subrecipient.
(2) FINANCIAL AUDIT. Please provide the results of most recent financial audit and/or single audit. Please attach a copy of your agency’s most recent audit. Please indicate any weaknesses and/or deficiencies identified in the audit. Please also indicate whether your agency is required to conduct an annual Single audit in accordance with Subpart F—Audit Requirements of Uniform Guidance. Please indicate any weaknesses and/or deficiencies identified in the audit. What was the most recent Single Audit’s opinion on major program compliance? Please provide details. What, if any, were the number of significant deficiencies in internal control over compliance? What, if any, were the number of findings for non-compliance for federal awards?

(3) RESULTS OF FEDERAL AWARDING AGENCY MONITORING. If your organization has received a financial award from a federal, please indicate whether or not your organization has been monitored. If so, please describe the extent and results of that agency monitoring. Please indicate whether or not monitoring resulted in corrective action, recommendations for performance improvement, or there were no findings.
(4) INTERNAL CONTROLS AND FINANCIAL ACCOUNTING SYSTEMS. Please describe your organization's internal controls for your financial system including what approvals are required for financial decisions. Describe how you provide for segregation of duties for those initiating financial transactions, those approving them, and those issuing payment. Please also include how your organization ensures that financial transactions are approved, recorded, and paid timely and accurately. Does a method of internal controls exist to ensure that federal funds are used only during the authorized period of availability? Does the accounting system identify the receipts and expenditures of program funds separately for each award? Please indicate whether your organization has developed or implemented new or substantially changed financial systems within the last 2 years. If so, please describe these.

(5) PERSONNEL AND/OR ORGANIZATIONAL CHANGES. Please indicate whether your organization has experienced key personnel and/or organizational changes that could affect the performance of the grant. Key personnel are senior staff responsible for accounting, programming, and financial reporting functions, and any other key areas integral to the success of the grant program and its outcomes. Please attach an organizational chart.
(6) POLICIES AND PROCEDURES: Please describe the types of written policies and procedures that are implemented in your organization, particularly those that apply to financial transactions, budget oversight, procurement process, grant management, etc. Please describe how policies and procedures are regularly reviewed and updated to ensure that the entity effectively carries out its programs. Do you maintain a formalized compliance program for managing and monitoring the risk of non-compliance for your entity, and subrecipients/subawardees? Does your organization have any pending or previous lawsuits filed against it? If yes, please list and describe nature of those. Please provide copies of policies and procedures as an attachment.

ATTACHMENTS: Attach to this questionnaire any additional information needed to respond to the questions.
A subaward is for the purpose of carrying out a portion of a federal or state award and creates a federal or state financial assistance relationship with a subrecipient. This risk assessment matrix is a required tool that assembles and synthesizes grant related information to determine the level of potential liability that exist with subrecipients as indirect recipients of federal or state financial assistance. Under 2 Code of Federal Regulations (CFR), subpart D § 200.331(b) found in the Uniform Administrative Requirements, Cost principals, and Audit Requirements for Federal Awards (commonly referred to as the Uniform Guidance or UG), pass-through entities must evaluate the risk of each subrecipient for noncompliance with federal statutes, regulations, and terms and conditions of the subaward. This risk assessment will be used to determine the appropriate level of monitoring as described in the Uniform Guidance.

<table>
<thead>
<tr>
<th>Item</th>
<th>Criteria</th>
<th>Low Risk</th>
<th>Medium Risk</th>
<th>High Risk</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>SUBRECIPIENT HAS EXPERIENCE WITHIN THE PAST FIVE YEARS WITH SAME OR SIMILAR TYPES OF AWARD OR WITH MANAGING FEDERAL OR STATE FUNDS</td>
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<td></td>
<td>High = Has less than one year or no experience managing this type of award. Medium = subrecipient has 1 -2 years of experience managing similar awards. Low = subrecipient has 3 or more consecutive years of experience managing similar awards.</td>
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<tr>
<td>2a</td>
<td>RESULTS OF MOST RECENT AUDIT AND/OR SINGLE AUDIT</td>
<td></td>
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<td></td>
<td>High = Material Weakness or weakness which indicates that there is reasonable possibility that there is or are material misstatements of the organization’s annual or interim financial statements. Medium = Significant Deficiency or deficiencies that merits attention by the subrecipient staff responsible financial reporting and single audit. Low = No finding or not applicable</td>
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</tr>
<tr>
<td>2b</td>
<td>PERFORMANCE OF SINGLE AUDIT OR OTHER EXTERNAL AUDIT</td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>High = No annual audit or single audit performed for agency if required Medium = Audit with one or more significant deficiency and/or material weakness. Low = Audit with no findings or audit not applicable to agency.</td>
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</tr>
<tr>
<td>3a</td>
<td>AS DIRECT RECIPIENT OF STATE OR FEDERAL FINANCIAL ASSISTANCE, HAS THE SUBRECIPIENT BEEN MONITORED BY A FEDERAL OR STATE AGENCY?</td>
<td></td>
<td></td>
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<td></td>
<td>High = As a direct recipient of federal or state grants subrecipient has never been monitored by a federal or state agency. Medium = Has been monitored by a federal or state agency; however, not within the past five (5) years. Low = Not applicable</td>
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<tr>
<td>3b</td>
<td>RESULTS OF FEDERAL OR STATE AWARDING AGENCY MONITORING.</td>
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</tr>
<tr>
<td></td>
<td>High = Monitoring resulted in corrective action(s) Medium = Monitoring resulted in recommendation(s) or performance improvement(s). Low = No findings or not applicable.</td>
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<td></td>
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</tr>
</tbody>
</table>
4. The subrecipient developed or implemented new or substantially changed systems (e.g. financial accounting systems, personnel accounting systems).

   **High** = The subrecipient has implemented or substantially changed information systems within the past two years.
   **Medium** = The subrecipient has implemented or substantially changed information systems within the past five years.
   **Low** = Not applicable

5. The subrecipient has key personnel and or organizational changes that could affect the performance of this grant or extent of training and technical assistance from prime recipient.

   **High** = The program/project director and one or more key staff are no longer with organization or reassigned to a different function within the organization. Key staff are senior staff responsible for account, program, and financial reporting and other key areas integral to the success of the grant program and its outcomes.
   **Medium** = Project director the same. There is turnover or reassignment of one or more senior staff responsible for accounting, program and financial reporting and other key areas integral to the success of the grant program and its outcomes.
   **Low** = Not applicable

6. The subrecipient demonstrates financial management provided a set of written financial policies and procedures for the organization addressing budget oversight, financial transactions and monitoring, procurement, grant management, etc.

   **High** = The subrecipient does not have written financial policies and procedures
   **Medium** = The subrecipient's written financial policies and procedures lack components or specificity.
   **Low** = The subrecipient has provided adequate financial and compliance policies and procedures

**RESULTS:**

- **SUBRECIPIENT HIGH RISK**
- **SUBRECIPIENT MEDIUM RISK**
- **SUBRECIPIENT LOW RISK**

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**Monitoring Plans**

<table>
<thead>
<tr>
<th>High</th>
<th>Medium</th>
<th>Low</th>
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<tbody>
<tr>
<td>Ensure sub-recipient is familiar with requirements of Agreement terms; Provide individualized grant management training for sub-recipient; Bi-weekly phone contact with subaward manager and monthly review of the subaward manager’s file; and semi-annual on-site monitoring by County.</td>
<td>Ensure sub-recipient is familiar with requirements of Agreement terms; Provide general grant management training for sub-recipient; Monthly phone contact with subaward manager and quarterly review of the subaward manager’s file; and annual on-site monitoring by County.</td>
<td>Ensure sub-recipient is familiar with requirements of Agreement terms; Quarterly phone contact with subaward manager and semi-annual review of the subaward manager’s file; and At least Once, on-site monitoring by County.</td>
</tr>
</tbody>
</table>

*(Attach Risk Assessment Questionnaire completed and submitted by Subrecipient)*
Office of the County Administrator  
Key West, Florida

MONROE COUNTY ADMINISTRATION INSTRUCTION 4301.9

Date: June 19, 2017

Subject: Basic Procedures for Grant Administration

Reference: (A) Monroe County Purchasing Policy  
(B) 2 CFR Part 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (a.k.a. the Uniform Guidance)

Enclosure: (1) Ordinance No. 010-1990  
(2) Resolution No. 267-2007  
(3)Supplemental Employee Time Card – Single and multiple grants

Effective Date: Immediately

(1) Background: In order to ensure that standard procedures are followed in grant procurement, grant administration, and final grant close-out, the Grants Department oversees and assists in the development of grant proposals, grant administration, and final grant close-out. This Department also serves to coordinate between the various county departments, granting agencies, and Finance. 2 CFR 200 (Subpart E)- Cost Principles, requires that employees whose salaries are funded with federal grants complete time certifications. The cost principals are designed to provide that Federal awards bear their fair share of cost recognized under these principles except where restricted or prohibited by law.

(2) Purpose: The purpose of this instruction is to set forth the procedures that each Department shall follow in submitting grant applications, in accounting for the use of federal and state funds, including documenting staff time under all federal and state grants received by Monroe County and in maintaining records for pre-audit and post-audit review in accordance with the following governing laws and regulations:

A. Federal
a. Federal Grant and Cooperative Agreement Act of 1977, as incorporated in Title 31 Section 6304 of the U.S. Code.
b. 2 CFR Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (a.k.a. the Uniform Guidance).

B. State
a. Florida Statute 125.01.
b. Florida Administrative Code.
e. Standards of conduct for public officers, employees of agencies and local government attorneys, Florida Statute 112.313.
f. Voting conflicts, Florida Statute 112.3143.

C. County
a. BOCC Resolution No. 267-2007, waiving the existing requirement that grant applications be approved by the Board prior to submission and authorizing the County Administrator to manage grant application submission approval and execution of related documents; and authorizing the County Administrator to accept award of grants where there is not a match requirement.
b. BOCC Ordinance No. 010-1990, adopting additional requirements pertaining to Monroe County procurement ethics applicable to all purchases of goods and services.
c. Appearance relating to procurement of goods, services, Monroe County Code Section 2-150;
   Denial of procurement of goods, services for unauthorized use of former county officer, employee, Monroe County Code Section 2-151;
   County’s right to terminate procurement for goods, services, Monroe County Code Section 2-152;
   Procurement of good, services, Monroe County Code Section 2-153.
d. Voting conflicts; members of advisory and quasi-judicial boards, Monroe County Code Section 2-429.

(3) Cancellation: This instruction hereby incorporates required provisions from M.C.A. 4302.2 and cancels M.C.A. 4302.02 and replaces M.C.A. 4301.8 and is to remain in effect until revised or canceled.

(4) Instructions:

A. The feasibility and desirability of submitting a grant application on behalf of Monroe County shall be determined by the Department Head, Grants Administrator, Office of Management and Budget (where matching funds are involved), the County Administrator, and the Monroe County Board of County Commissioners. In Departments, such as Social Services, Project Management/Facilities, Planning and Environmental Resources, and Airports, that have individuals responsible for grants, those individuals will have the responsibilities assigned to the Grants Administrator in this Administrative Instruction.

B. In developing a grant proposal, it is crucial to understand the Grantor’s requirements and all applicable laws which govern the grant program. The Project Manager/Grant Administrator should thoroughly review the grant guidelines including:
• Eligibility requirements
• Submission deadlines
• Funding and programmatic goals and priorities
• Proposal format, evaluation process, criteria and timetables
• Budgets and budget justification narratives
• Point(s) of contact
• Allowable supplemental material and any other submission requirements

The proposal shall identify the person who will serve as the Project Manager/Grant Administrator. This person shall be responsible for the overall administration, implementation, management, and compliance of the grant award. Grant funds awarded to the County may not be used to replace or supplant non-federal funds that have been appropriated for the same purpose. All procurement associated with grant funded projects shall follow the Grant and County policy and procedures. All property acquired with grant funds shall also follow the Grant and County policy and procedures for property and inventory control.

C. As required by 2 CFR 200.112 Conflict of Interest, Monroe County must follow the following: The Florida Code of Ethics for Public Officers and Employees, Florida Statute Chapter 112 Part III;
Monroe County Ordinance No. 010-1990 adopting further requirements pertaining to procurement ethics applying to all purchases of goods and services;
Monroe County Code Sections 2-150, 2-151, 2-152 and 2-153; and
Monroe County Personnel Policies and Procedures Manual, Section 1.05 Code of Ethics.

Should there be any potential conflict of interest at any time, Monroe County will disclose in writing such information to the federal awarding agency or pass-through entity.

D. The Board of County Commissioners adopted Resolution No. 267-2007, which waived the existing requirements that each grant application be individually approved by the Board prior to submission and again prior to acceptance of the award when the award does not require a match by Monroe County. The Resolution further authorizes the County Administrator to manage grant application approvals, acceptance of grant awards that have no match criteria, and to execute related grant documents. All other grants with a match requirement must first receive BOCC approval to apply. Taking into account the grant application and submission deadlines, the Project Manager/Grant Administrator should prepare an agenda item utilizing the County’s automated web-based agenda system, MinuteTraq, for BOCC approval.

E. Once approval to submit the grant application has been received, either through the County Administrator or BOCC, the Project Manager/Grant Administrator shall submit the grant application in accordance with the Grantor’s requirements and in the format specified. It is important to maintain a grant timeline and copies of all grant documents and related items should the grant be awarded.

F. Upon notification of the grant award to Monroe County, the Requesting Department will receive a grant agreement outlining the requirements and any special
conditions attached thereto. With the implementation of the Uniform Guidance, each respective department will be responsible for maintaining internal procedures to ensure all requirements of the grant are met including the following:

a. 2 CFR 200.113 Mandatory Disclosures – The Human Resources office is the responsible investigating entity should there be any alleged incident of conflict of interest. The Monroe County Personnel Policy and Procedures Manual in Section 1.05 Code of Ethics, states, ‘Employees shall not accept any gift, favor or service with the understanding that it was provided to him/her in order to obtain special treatment.’ The Administrator of Human Resources has been designated as the individual responsible for monitoring federal criminal violations. Should there be a violation, the federal awarding agency will be promptly notified by the Administrator of Human Resources. Section 9.04 Disciplinary Actions of the Personnel Policy and Procedures Manual will be followed should there be a violation of federal criminal law by an employee.

b. In those instances when the County is lacking in its capacity to adequately fulfill all grant objectives it may seek out other entities to perform certain functions. A subcontract or subaward can be utilized to meet this need. 2 CFR 200.318 thru 2 CFR 200.326 identifies the Procurement Standards to be followed under a Federal award. Monroe County’s Purchasing Policy clearly identifies the County’s policies which are strictly followed. Monroe County has elected to utilize the extended grace period of December 25, 2017 for compliance with the procurement standards under OMB Uniform Guidance and will continue to update policies and procedures to reflect Federal requirements and provide additional clarification as needed. In order to comply with the Uniform Guidance, Monroe County acknowledges the prohibition from providing geographical preference in the evaluation of bids and proposals. Currently, the County Attorney reviews all agreements to ensure required contract provisions are included when applicable as reflected by the following items:
   i. Breach of Contract
   ii. Termination for Cause and Convenience
   iii. Equal Employment Opportunity
   iv. Davis-Bacon Act
   v. Contract Work Hours and Safety Standards Act
   vi. Rights to Inventions Made Under Contract or Agreement
   vii. Clean Air Act and Federal Water Pollution Control Act
   viii. Debarment and Suspension
   ix. Byrd Anti-Lobbying Amendment
   x. Procurement of Recovered Materials

c. A person or entity debarred or suspended is excluded from receiving federal assistance and benefits. It is the responsibility of the Project Manager/Grant Administrator to ensure Monroe County and its subrecipients do not award grant assistance to entities who are debarred or suspended or otherwise ineligible for Federal assistance programs. A documented check of the following lists are required.
   i. The federal Excluded Parties List System (EPLS) is now accessible through the System for Award Management (SAM). The EPLS can be
searched at the following website:

ii. The state Convicted/Suspended/Discriminatory/Complaints Vendor Lists is accessed at:

iii. There is also a List of Excluded Individuals and Entities (LEIE) maintained by the U.S. Department of Health and Human Services Office of Inspector General. Individuals and entities excluded from providing services for federally funded health care programs are maintained on this list. The LEIE can be accessed at: https://exclusions.oig.hhs.gov/.

iv. While not required, it is recommended that the Project Manager/Grant Administrator also check the Federal Awardee Performance and Integrity Information System (FAPIIS) database prior to issuing a subaward or subcontract. The FAPIIS website is as follows: https://fapiis.gov.

G. The grant award/contract documents will be reviewed and approved either by the Board of County Commissioners or the County Administrator, as per Monroe County policy, and will be placed on the next monthly agenda as applicable. All Federal and State grant requirements will be followed. Once the agenda item is approved, the required number of original documents are sent to the County Attorney’s office for processing. The County Attorney will route the documents to the Clerk’s office for execution. Once executed the documents will be returned to the initiating Department for distribution to the Grantee.

H. While securing the appropriate approvals to accept the grant award/contract the Project Manager/Grant Administrator shall provide the Office of Management and Budget (OMB) with the grant budget, including revenue sources and expenditure line items, so a Resolution of Unanticipated Funds can be prepared for Board approval. Should there be a match requirement additional coordination is required to ensure matching funds are available and so a Transfer Resolution can be prepared for approval by the BOCC. Once the referenced resolutions have been approved by the Board of County Commissioners, along with the grant award, the budget will be added to the Clerk’s financial fund accounting software.

I. Each funding agency has its own rules governing applications and awards. The grant award document will outline general conditions associated with the funding. Most grants are on a reimbursement basis and require proof of payment with supporting documentation that goods, services or deliverables were provided. Each grant will identify the reporting and reimbursement requirements including frequency and required forms. In some cases Grantors will allow for advanced funds. All advance receipt of funds include additional requirements such as calculation and potential remittance of interest earned. The Project Manager/Grant Administrator shall ensure all requirements can be met before requesting advance funding.

J. The designated Project Manager/Grant Administrator will ensure funds are only used for eligible grant activities within the award period and will coordinate with the Grants Administrator for the timely drawdown of funds and reporting. If funds have to be de-obligated, coordination with OMB is critical. Compliance with all terms of the contract is the responsibility of the person named as Project/Contract Manager. Electronic funds transfer from the Grantor is preferable when available. When not available, checks must be sent to
the Clerk of the Court’s Finance Office for processing. Should checks be mailed to the
Department instead of the Clerk’s Office, the Cash Management Procedures, as set forth in
the Monroe County Personnel Policy and Procedures Manual, must be followed. Copies of
reimbursement requests or advance payment requests must be sent to the Finance Office at
the time of submittal.

K. Project implementation shall be the responsibility of the Project Manager/Grant
Administrator, including monitoring activities of subrecipients and/or subcontractors to
ensure deliverables, goods, and/or services are provided. The grant project file shall be
established and maintained in a clear and well-organized manner, with records and
supporting data, in detail sufficient for pre-audit and post-audit review. Supporting data,
including documentation of telephone calls, meetings, and all correspondence relative to the
grant program, must be maintained by the Project Manager/Grant Administrator.
Documentation of procurement compliance, should there be goods or services acquired,
copies of purchase orders, quotes, invoices and supporting documentation must also be
retained in the grant project file. A financial accounting, including budget to actuals, must be
maintained and reconciled to the financial software general ledger quarterly, or more
frequently if required by the grant. A record-keeping and grant project monitoring system
shall be established and maintained by the Project Manager/Grant Administrator to ensure
reporting and reimbursements are completed and filed in a timely manner, as per the grant
requirements.

L. A supplemental time card will be used to document employee time spent working
on grants as required by 2 CFR 200 (Subpart E).

1. These standards regarding time distribution are in addition to the current standards
for payroll documentation. The completed supplemental time card shall be completed,
signed, attached to the original time card, and sent to the Payroll Department.

2. For those employees who work solely on a single Federal award, charges for their
salaries and wages will be supported by certifications that the employees have worked solely
on that program for the pay period covered by the certification. These certifications will be
done on the same supplemental time card prepared at the end of each pay period and are to be
signed by the employee and his or her supervisor.

3. For those employees who work on multiple federal or state awards or cost
objectives, charges for their salaries or wages are to be supported by supplemental time
cards, which:
   a) must reflect an after-the-fact distribution of the actual work/activity performed by
each employee,
   b) must account for the total work/activity for which each employee is compensated,
   c) must be prepared before, or at the same time as, the standard County time card and
      coincide with the pay period, and
   d) must be signed by the employee and supervisor.

4. Percentages for allocation of employee wages shown on Personnel Action Forms
(PAF’S) must be examined and corrected if needed, at least quarterly to ensure that those
percentages reflect the actual manner in which each employee spends his or her time. This is
necessary since items such as leave time, group insurance, worker’s compensation, travel,
and so on will be charged according to those percentages. Affected departments will develop internal forms and procedures, as needed, to comply with 2 CFR 200 (Subpart E) as it applies to fringe benefits and other expenses.

L. When the grant period extends beyond the County’s fiscal year OMB, must be notified in writing at yearend of the current year’s projected expenditures. At fiscal yearend, estimated budget rollover projections should be provided to OMB 15 days prior to yearend, September 30th. OMB is responsible for submitting the rollover resolutions to the BOCC for approval. Without a rollover resolution the grant budget will not be available in the new fiscal year.

M. The grant project closeout is the process by which all required administrative and financial actions are satisfactorily completed as set forth in the grant agreement. The closeout usually begins Sixty (60) to Ninety (90) days prior to the end date of the grant to accurately project expenses and allow time to request a grant adjustment should one be needed. The closeout addresses the completion of work or delivery of services and administrative and financial requirements. Should any due dates be unattainable, the Project Manager/Grant Administrator should communicate immediately with the Grantor to request an extension. The Project Manager/Grant Administrator will proceed with securing the required approvals to secure a grant modification for the extension if allowable. The grant extension document will need to be provided to the Clerk for their records. Compile the grant closeout package and notify any subcontractors of the deadline to submit final invoices. To complete the closeout the Project Manager/Grant Administrator shall ensure all deliverables are received within the grant period, invoices are processed, reimbursements are submitted, all revenue is received, and a final reconciliation to the general ledger is completed. The Project Manager/Grant Administrator shall notify OMB if the grant project is expected to be either over spent or under spent so appropriate budget action can be taken. The Project Manager/Grant Administrator shall submit all financial, performance, and any other required reports prior to the established deadline. Should a grant closeout letter be issued by the Grantor, it should be included in the grant project file along with all of the other reporting documents. Lastly, the Project Manager/Grant Administrator shall ensure County and grant record retention requirements are met.

(5) Action:

A. All affected Departments shall comply with the above instructions. Departments should ensure timely placement of all grant applications, resolutions and agreements on the Board of County Commissioners agenda, if required, in order to meet grant deadlines and avoid the possible loss of grant funds.

[Signature]
Christine Hurley
Assistant County Administrator

Distribution List: III
Originator: DGT
**PERSONNEL ACTIVITY REPORT**

**SUPPLEMENTAL TIME CARD FOR RECORDING OF DIRECT TIME TO GRANTS**

**CDBG-DR VOLUNTARY HOME BUYOUT PROGRAM**

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<th>PAY PERIOD ENDING:</th>
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**TOTAL HOURS WORKED**

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**I CERTIFY TO THE BEST OF MY KNOWLEDGE THE HOURS RECORDED ABOVE ARE TRUE AND ACCURATE AS SHOWN.**

**EMPLOYEE SIGNATURE:**

**SUPERVISOR SIGNATURE:**

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*Activity Codes:

1. Land & Structure Buyout
2. Demolition
3. Audit & Closeout
4. Administration

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1. This form must be fully completed, attached to and correspond to the information on the Employee Time Card.
2. This form meets the requirements of 2 CFR 200 (Subpart E).

M.C.A. Inst. 4301.9

Enclosure (3)
Attachment 4: Citizen Participation Plan
The primary goal of the Citizen Participation Plan is to provide citizens, especially low and moderate income citizens of the community where CDBG-DR funded activities will take place, an opportunity to participate in an advisory role in the planning, implementation, and assessment of the programs and projects.

The Citizen Participation Plan is required by Section 104(a) (2) of the Housing and Community Development Act and by regulations at 24 CFR 91.105.

The plan is vitally important to the success of CDBG-DR funded activities undertaken by local governments. Compliance with the plan reduces the number of legal challenges and citizen complaints against the local government recipient.
1. INTRODUCTION

The Citizen Participation Plan (CPP) has been prepared and implemented pursuant to federal regulations (U. S. Department of Housing and Urban Development (HUD) Regulations 24 CFR Part 91.105). Monroe County and the incorporated jurisdiction of Islamorada therein have designed this community-wide Citizen Participation Plan to provide for and encourage citizen participation in the Community Development Block Grant (CDBG-DR) – Disaster Recovery (DR) program. This Plan is an essential element of Monroe County and the incorporated jurisdiction of Islamorada, Village of Islands (“Islamorada”) present and future community disaster recovery process from Hurricane Irma.

The primary goal of this Citizen Participation Plan is to provide all citizens of the community with adequate opportunity to participate in an advisory role in the planning, implementation, and assessment of Monroe County and the incorporated jurisdiction of Islamorada CDBG-DR program(s). Citizens are encouraged to participate in all phases of the CDBG-DR program(s) and will be provided full access to program information. However, final responsibility and authority for the development and implementation of CDBG-DR program(s) will lie with Monroe County and the incorporated jurisdiction of Islamorada.

2. SCOPE OF PARTICIPATION

The Plan sets forth policies and procedures for citizen participation, which are designed to maximize the opportunity for citizen participation in the community disaster recovery process. Special emphasis has been placed on encouraging participation by persons of low and moderate incomes, residents of areas where community development funds are utilized, and within areas most significantly impacted by Hurricane Irma. To encourage citizen participation that emphasizes the involvement of low- and moderate-income residents, the County will continue to work with public housing authorities, neighborhood groups, and other organizations representing the City’s low- and moderate-income areas and residents.

The County encourages the participation of local and regional institutions, the Continuum of Care, and other organizations (including businesses, developers, nonprofit organizations, philanthropic organizations, and community/faith-based organizations) in the process of developing and implementing the documents related to the consolidated planning process. Also, the County will encourage participation from broadband internet service providers, organizations engaged in narrowing the digital divide, agencies who manage flood prone areas, public land or water resources, and emergency management agencies.

Monroe County and the incorporated jurisdiction of Islamorada will make reasonable efforts to provide for citizen participation during the community disaster recovery process and throughout the planning, implementation and assessment of all CDBG-DR program(s) undertaken by Monroe County and the incorporated jurisdiction of Islamorada. Local officials will make every effort to involve citizens in all phases of the development, implementation and assessment of community development programs including, but not limited to, the following phases:

a. identification and assessment of housing and community development needs; determination of CDBG-DR project(s) and documentation; and the development of CDBG-DR application(s);

b. changes and/or amendments to approved CDBG-DR projects; and,

c. assessment of CDBG-DR program performance.
All phases of the community disaster recovery process will be conducted by local officials in an open manner. Citizens of Monroe County and the incorporated jurisdiction of Islamorada are encouraged to participate at all levels and will be given access to program information during each phase of any CDBG-DR program as outlined herein.

3. CITIZEN PARTICIPATION CONTACT PERSON

The following persons have been designated Citizen Participation Coordinators for:

Monroe County:  Helene Wetherington, Disaster Recovery Director  
Wetherington-Helene@MonroeCounty-fl.gov  
305-504-3036

Islamorada, Village of Islands:    Mary Swaney, Assistant to the Village Manager/PIO  
Mary.Swaney@islamorada.fl.us  
305-664-6411

The Coordinators will serve as the contact persons for all matters concerning citizen participation activities. This person shall be responsible for overseeing citizen participation throughout the community disaster recovery process and the implementation of all citizen participation activities and functions, except those, which may be specifically delegated to other parties by this Plan such as within a municipal jurisdiction. Each municipal jurisdiction will support the citizen participation activities outlined in this plan.

The specific duties and responsibilities of the Citizen Participation Coordinators shall include, but not necessarily be limited to: disseminating information concerning proposed projects and the status of current project activities; coordinating various groups which may be participating in the community disaster recovery process; receiving written comments; serving as a vehicle by which ideas, comments, and proposals from local residents may be transmitted to local officials and/or program staff; and, monitoring the citizen participation process and proposing such amendments to the Citizen Participation Plan as may be necessary.

4. TECHNICAL ASSISTANCE

The staff of Monroe County and the incorporated jurisdiction of Islamorada shall provide technical assistance to individual citizens and citizen groups upon request. Focus should be placed on those groups and representatives of persons of low or moderate income impacted by Hurricane Irma. Technical assistance shall also be utilized to foster public understanding of CDBG-DR program requirements and will be provided on request and may include, but not necessarily be limited to: interpreting the CDBG-DR program and its rules, regulations, procedures and/or requirements; providing information and/or materials concerning the CDBG-DR program; and, assisting low and moderate income citizens impacted by Hurricane Irma to identify their needs, and to develop activities and proposals for projects which, when implemented, will resolve those needs.

5. PUBLIC HEARINGS
Public hearings will be held during the launch of the program and during the close-out of the program to allow citizens to voice opinions and offer proposals concerning the development and performance of CDBG-DR programs. Local officials will respond to questions and proposals from citizens at each public hearing. Citizens may also express comments and views concerning the community recovery process or any specific CDBG-DR project to the governing body at any regularly scheduled BOCC meeting. Islamorada, Village of Islands (“Islamorada”) may choose to provide similar opportunities at Village Council events. Other municipalities may choose to provide similar opportunities at City Council events.

Public hearings will be held at times and locations which will be accessible to all citizens, especially persons of low and moderate incomes, CDBG-DR project areas, and areas impacted by Hurricane Irma. Hearings will normally be held at the regularly scheduled monthly Board of County Commissioner Meetings in either Key Largo, Key West, or Marathon. For a complete listing of Board of County Commissioner meeting dates, times, and locations go to the following website: https://www.monroecounty-fl.gov/757/9297/All-Meetings-Agendas-Minutes. Each building site is accessible to persons with disabilities. The incorporated cities may also choose to conduct public hearings at their regularly schedule City Council meetings.

Islamorada shall provide public notice and direct its residents to the Monroe County Board of County Commissioners Meetings during which the public hearings will be held. Additional hearings that may be held by Islamorada shall be held at the Founders Park Community Center located at 87000 Overseas Hwy., Islamorada, Florida. The building and site are accessible to persons with disabilities. A complete listing of Islamorada Village Council meeting dates and times can be viewed at: http://www.islamorada.fl.us/departments/village_clerk/minutes.php. Live and archived Islamorada Village Council meetings can be viewed at: http://www.islamorada.fl.us/departments/communications/archived_meetings.php.

This hearing will normally serve to discuss and review the information appropriate for applications submitted by Monroe County and the incorporated jurisdiction of Islamorada. An application related public hearing will be held during the initial stage of program development to discuss items regarding community recovery and housing needs, the CDBG-DR program, and the application process. The objective of citizen participation at this stage is to provide meaningful, community-wide citizen input into the decision-making process during the assessment of community needs and the consideration of priorities and options associated with the development and submission of a CDBG-DR application.

Citizens will be provided with information concerning the CDBG-DR program at this public hearing. Such information shall include, but not necessarily be limited to: the goals and objectives of the CDBG-DR program; the total amount of CDBG-DR funds available for the fiscal year and for the funding round; the role of citizens in program planning, implementation, and assessment; the range of activities which may be undertaken; the process to be followed in developing a CDBG-DR application; a statement the CDBG-DR funds will be used to benefit low-to-moderate income people; the schedule of meetings and hearings; location where the application can be reviewed; and, an identification of projects which could result in the relocation of area residences or businesses; and the actions that would be undertaken if such relocation were necessary; provide citizens with contact information such as address, telephone number, and dates for submitting complaints or grievances.

5.1 Assessment of Performance Public Hearings
Citizens of Monroe County and the incorporated jurisdiction of Islamorada will be provided with the opportunity to comment on the performance of local officials, Monroe County and the incorporated jurisdiction of Islamorada staff, consultants, engineers, and contractors, and the actual use of CDBG-DR funds during the implementation of a CDBG-DR program. Citizens will also be requested to assess the performance of Monroe County and the incorporated jurisdiction of Islamorada in resolving identified community development and housing needs, and in achieving its community development goals and objectives. On-going community assessment of the effectiveness of the community disaster recovery process is considered essential to the success of the CDBG-DR program.

At the conclusion of each CDBG-DR project, a community meeting will be held to review program activities and to assess program performance. This meeting shall be held prior to the submission of any required closeout documents to the DEO for a CDBG-DR project. This hearing will be used to ensure community-wide participation in the evaluation of the CDBG-DR program.

5.2 Additional Hearings

Other public hearings may be held as deemed necessary by Monroe County and the incorporated jurisdiction of Islamorada in order to inform citizens of community development project(s) and activities, and to solicit citizen opinions and comments. All additional hearings shall comply with the requirements set forth in this Plan.

5.6 Limited English Proficiency Residents

Monroe County and the incorporated jurisdiction of Islamorada has followed the guidance provided in the Language Access Plan to determine the need to undertake reasonable actions to facilitate the participation of persons with Limited English Proficiency. Local officials will undertake all reasonable actions necessary to allow such persons to participate in the community disaster recovery process. Such actions may include the provision of materials in Spanish.

5.7 Public Hearing Notice

Notice of public hearings will be published in three local newspaper of general circulation no more than 25 days prior to the meeting date. Each notice of a hearing shall include the time, date, place, and topics and procedures to be discussed. Monroe County will publish all Public Hearing Notices in the Key West Citizen, the Keys Weekly, and the News Barometer. Additionally, Monroe County will distribute a media release to all media contacts listed in the Addendum 1.

Islamorada will disseminate the public hearing notices through publication on multiple pages of its website, www.islamorada.fl.us, through news releases sent via email to media contacts, residents and other interested persons that are signed up for the email service and posting on its Facebook page at https://www.facebook.com/IslamoradaFloridaKeys/.

5.8 Accessibility to Persons with Disabilities

The locations of all public hearings as described herein shall be made accessible to persons with disabilities. Additionally, Monroe County and the incorporated jurisdiction of Islamorada shall provide reasonable accommodations whenever the Citizen Participation Coordinator is
notified in advance that one or more persons with mobility or developmental disabilities will be in attendance.

For people with disabilities, the program information will be routed through Inter-government Coordination Committees including:

- Older American Advisory Board – Pam Martin, pmflkeys@aol.com, 305-853-0907
- Florida Keys Council for People with Disabilities – Anna Haskins, haskins-anna@monroecounty-fl.gov, 305-292-4590
- Emergency Management Special Needs database – Matt Massoud, Massoud-Matt@monroecounty-fl.gov, 305-289-6043

For people with disabilities interested in program information or meetings specific to Islamorada, assistance shall be made available through its ADA Coordinator – Evie Engelmeyer, ADA@islamorada.fl.us, 305-664-6448.

6. PROGRAM INFORMATION

To facilitate citizen access to CDBG-DR program information, the Citizen Participation Coordinator will keep all documents related to a CDBG-DR program files located on the shared county drive at O:\Local Disaster Recovery\CDBG. Information from the project files shall be made available for examination and duplication, on request, during regular business hours. CDBG-DR program information and materials, concerning specific CDBG-DR projects will be available and distributed to the public at the regularly scheduled public hearings as outlined in this Plan and will be available on the Monroe County Internet website at https://www.monroecounty-fl.gov/764/Irma-Housing-Grants-and-Programs. The jurisdiction of Islamorada will direct parties interested in program information to the above listed Monroe County Housing and Grants Programs webpage. Documents specific to Islamorada CDBG-DR program activities will be kept on file by the Citizen Participation Coordinator and made available for examination for examination and duplication, on request, during regular business hours.

Materials to be made available shall include, but are not necessarily limited to: the Citizen Participation Plan; records of public hearing; mailings and promotional materials; letters of approval; grant agreements; financial and procurement records; labor standards materials; performance and evaluation reports; other reports required by the DEO and/or HUD; proposed and approved CDBG-DR program application(s) for the current year or project; written comments or complaints received concerning the community development program, and written responses from Monroe County and the incorporated jurisdiction of Islamorada; and, copies of the applicable Federal and State rules, regulations, policies, requirements and procedures governing the CDBG-DR program.

In no case shall Monroe County or the incorporated cities disclose any information concerning the financial status of any program participant(s), which may be required to document program eligibility or benefit. Furthermore, Monroe County and the incorporated jurisdiction of Islamorada shall not disclose any information that has been regulatory confidentiality protection.

7. PROCEDURES FOR COMMENTS, OBJECTIONS AND COMPLAINTS

Citizens are encouraged to submit their views and proposals on all aspects of a community development program at the public hearings. Citizens may, at any time, submit written
comments or complaints to Monroe County and the incorporated jurisdiction of Islamorada. Complaints for County should be submitted to the Citizen Participation Coordinator. Should, after a reasonable period, a party believe that his/her comment or complaint has not been properly addressed or considered, then the aggrieved may appeal his/her case to Monroe County Board of County Commissioners and/or the incorporated jurisdictions City Council.

Local officials shall make every effort to provide written responses to citizen proposals or complaints within fifteen (15) working days of the receipt of such comments or complaints where practicable. Should Monroe County and the incorporated jurisdiction of Islamorada be unable to sufficiently resolve an objection or complaint, it may be forwarded by the aggrieved party to the DEO.

Citizens may, at any time, contact the DEO and/or HUD directly to register comments, objections or complaints concerning the Monroe County and the incorporated jurisdiction of Islamorada CDBG-DR application(s) and/or program(s). Citizens are encouraged, however, to attempt to resolve any complaints at the local level as outlined above prior to contacting the DEO or HUD.

All comments or complaints submitted to the DEO or the HUD shall be addressed in writing to:

The Florida Department of Economic Opportunity
Rebuild Florida Program
107 E. Madison Street
Tallahassee, Florida 32399

Or:

U.S. Department of Housing and Urban Development
Community Planning and Development Division
Atlanta Regional Office
Five Points Plaza Building
40 Marietta Street
Atlanta, Fa 30303-2806

Records of all comments, objections and/or complaints by citizens concerning the Monroe County CDBG-DR program and subsequent action taken in response to those comments shall be maintained on file at Monroe County and the incorporated jurisdiction of Islamorada and shall be made available for public inspection upon request.

8. AMENDMENTS

Monroe County and the incorporated jurisdiction of Islamorada may, from time to time, modify the provisions outlined herein through amendment to this Citizen Participation Plan. It shall be the policy of Monroe County and the incorporated jurisdiction of Islamorada to periodically review and discuss the effectiveness of this Citizen Participation Plan in allowing citizen participation in the community disaster recovery process and in helping to meet the community development needs and goals identified by the citizens of Monroe County and the incorporated jurisdiction of Islamorada. To this end, the effectiveness of the Plan will be discussed at public
hearings held in conjunction with the community development program as discussed herein, and potential amendments to the Plan will be reviewed at this time.

Amendments to the Plan will be made as necessary. All amendments shall be approved by resolution of Monroe County and the incorporated jurisdiction of Islamorada and shall be incorporated into this Plan.

9. AUTHORITY

No portion of this Citizen Participation Plan shall be construed to restrict the responsibility and authority of the elected officials of Monroe County and the incorporated jurisdiction of Islamorada in the development, implementation and execution of any Community Development Block Grant – Disaster Recovery Program.
Attachment 5: Excessive Force Policy
RESOLUTION NO. 392 - 2020

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, ADOPTING A POLICY FOR THE PROTECTION OF INDIVIDUALS ENGAGING IN NON-VIOLENT CIVIL RIGHTS DEMONSTRATIONS, REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, 42 United States Code § 5304(1)(l), enacted as Section 104 of the Housing and Community Development Act of 1974, requires subrecipients of federal funds to adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and

WHEREAS, 42 United States Code § 5304(l)(2), enacted as Section 104 of the Housing and Community Development Act of 1974, requires subrecipients of federal funds to adopt and enforce a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstration within its jurisdiction;

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA:

1. It is the policy of the County to prohibit the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstration within its jurisdiction with due and proper consideration given to the extent and limits of the County’s power and authority to do so.

2. All other resolutions and policies or sections of resolutions and policies of the County in conflict with the provisions of this Resolution are hereby repealed to the extent of such conflict.

3. If any section, paragraph, sentence, or clause hereof or any provision of this Resolution is declared to be invalid or unconstitutional, the remaining provisions of this Resolution shall be unaffected thereby and shall remain in full force and effect.

4. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 17th day of November 2020.

Mayor Michelle Coldiron, District 2       Yes
Mayor Pro David Rice, District 4         Yes
Commissioner Craig Cates, District 1    Absent
Eddie Martinez, District 3               Yes
Mike Forster, District 5                 Yes
Attachment 6: DEO Subrecipient Agreement
DATE:  June 3, 2020

TO:  Helene Wetherington, Director
     Local Disaster Recovery Department

FROM:  Pamela Hancock, D.C.

SUBJECT:  May 20th BOCC Meeting

Attached is a copy of Resolution No. 150-2020 accepting the Community Development Block Grant - Disaster Recovery (CDBG-DR) funds in the amount of $15 million for non-matching grant funds from the Florida Department of Economic Opportunity (DEO) for implementation of the Voluntary Home Buyout Program and direct the County Administrator to sign the sub-recipient agreement.

Please be sure to provide our office with a copy of the fully executed agreement once signed by DEO. Should you have any questions, please feel free to contact me at (305) 292-3550.

cc:  File
RESOLUTION NO. 150 -2020

A RESOLUTION BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS APPROVING THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY (DEO) SUBRECIPIENT AGREEMENT FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT-DISASTER RECOVERY (CDBG-DR) VOLUNTARY HOME BUYOUT PROGRAM AND ACCEPTANCE OF $15 MILLION IN NON MATCHING GRANT FUNDS TO IMPLEMENT THE PROGRAM

WHEREAS, Congress has appropriated significant funds for disaster recovery through the Community Development Block Grant – Disaster Recovery ("CDBG-DR") program in the aftermath of Hurricane Irma to support community recovery; and

WHEREAS, the Department of Housing and Urban Development ("HUD") administers the CDBG-DR grant program and issued guidelines for application and award; and

WHEREAS, the aggregate use of CDBG-DR funds shall principally benefit low and moderate income persons in a manner that ensures at least 70 percent of the grant amount awarded under this agreement is expended for activities that benefit such persons; and

WHEREAS, pursuant to the HUD guidelines the Florida Department of Economic Opportunity ("DEO") submitted a state action plan setting forth the states proposed disaster recovery programs; and

WHEREAS, Monroe County conducted a countywide survey of impacted residents, a public outreach campaign consisting of a direct mail-out to interested individuals, a media outreach campaign, and an online registration survey to identify homeowners interested in the program; and

WHEREAS, Monroe County applied to DEO for CDBG-DR funds to implement a Voluntary Home Buyout Program that would purchase homes damaged by Hurricane Irma at pre Hurricane Irma fair market value, demolish the structure, and maintain the property as greenspace or allow limited use of these lots in compliance with HUD regulations; and

WHEREAS, on November 26, 2019 the Florida Department of Economic Opportunity awarded Monroe County $15 Million in CDBG-DR Voluntary Home Buyout Program funds and on March 13, 2020 transmitted the Sub-recipient agreement.
NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that:

1. The County Administrator is directed to sign the CDBG-DR Voluntary Home Buyout Program Sub-recipient agreement with DEO accepting $15 Million in non-match grant funds.
2. Monroe County staff are directed to implement the Voluntary Home Buyout Program in compliance with all requirements imposed by Federal statues, regulations and the terms and conditions of DEO’s Federal Award.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting held on the 20th Day of May, 2020.

Mayor Heather Carruthers       Yes
Mayor Pro Tem Michelle Coldiron Yes
Commissioner Craig Cates       Yes
Commissioner David Rice        Yes
Commissioner Sylvia Murphy     Yes

BY: Kevin Madok, CLERK
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

BY: Mayor

[Signature]

[SEAL]

[Attest: Kevin Madok, CLERK]

[Seal: Monroe County Attorney]

[Approved as to Form]

Christine Linnatt Barrow
Assistant County Attorney
Date: 5/5/20

F I L E D  F O R  R E C O R D
2020 JUN 3 12:00
State of Florida  
Department of Economic Opportunity  

Federally-Funded  
Community Development Block Grant  
Disaster Recovery (CDBG-DR) Voluntary Home Buyout Program  
Subrecipient Agreement

THIS AGREEMENT is entered into by the State of Florida, Department of Economic Opportunity, (hereinafter referred to as “DEO”) and Monroe County Board of County Commissioners, hereinafter referred to as the “Subrecipient” (each individually a “Party” and collectively “the Parties”).

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, pursuant to Public Law (P.L.) 114-254, the “Further Continuing and Security Assistance Appropriations Act, 2017” and P.L. 115-31, the “Consolidated Appropriations Act, 2017, (hereinafter jointly referred to as the “Appropriation Acts”), and the “Allocations, Common Application, Waivers, and Alternative Requirements for Community Development Block Grant - Disaster Recovery DEOs”, 81 Fed. Reg. 224 (November 21, 2016); 82 Fed. Reg. 11 (January 18, 2017); and 82 Fed. Reg. 150 (August 7, 2017) (hereinafter collectively referred to as the “Federal Register Guidance”), the U.S. Department of Housing and Urban Development (hereinafter referred to as “HUD”) has awarded Community Development Block Grant - Disaster Recovery (CDBG-DR) funds to DEO for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code (U.S.C.) 5301 et seq) and described in the State of Florida Action Plan for Disaster Recovery (hereinafter referred to as the “Action Plan”). DEO is hereinafter referred to from time to time as “Grantee”.

WHEREAS, CDBG-DR funds made available for use by the Subrecipient under this Agreement constitute a subaward of the DEO’s Federal award, the use of which must be in accordance with requirements imposed by Federal statutes, regulations and the terms and conditions of DEO’s Federal award.

WHEREAS, the Subrecipient has legal authority to enter into this Agreement and by signing this Agreement, the Subrecipient represents and warrants to DEO that it will comply with all the requirements of the subaward described herein.

WHEREAS, the aggregate use of CDBG-DR funds shall principally benefit low- and moderate-income persons in a manner that ensures at least 70 percent of the grant amount awarded under this Agreement is expended for activities that benefit such persons.

NOW THEREFORE, DEO and the Subrecipient agree to the following:

(1) Scope of Work. The Scope of Work for this Agreement includes Attachment A, Scope of Work. With respect to Attachment B, Project Budget Detail, and Attachment C, Activity Work Plan, the Subrecipient shall submit to DEO such Attachments in conformity with the current examples attached hereto as necessary and appropriate. Provided further, if there is a disagreement between the Parties, with respect to the formatting and contents of such attachments, then DEO's decisions with respect to same shall prevail, at DEO's sole and absolute discretion.
(2) Incorporation of Laws, Rules, Regulations and Policies. The Subrecipient agrees to abide by all applicable State and Federal laws, rules and regulations, including but not necessarily limited to, the Federal laws and regulations set forth at 24 CFR 570 and the State’s Action Plan.

(3) Period of Agreement. This Agreement begins upon execution by both Parties (effective date) and ends 24 months after execution by DEO, unless otherwise terminated as provided in this Agreement. DEO shall not grant any extension of the Agreement unless the Subrecipient provides justification satisfactory to DEO in its sole discretion, and the Director of DEO’s Office of Disaster Recovery approves such extension.

(4) Modification of Agreement. Modifications to this Agreement shall be valid only when executed in writing by the Parties. Any modification request by the Subrecipient constitutes a request to negotiate the terms of this Agreement. DEO may accept or reject any proposed modification based on DEO’s sole determination and absolute discretion, that any such acceptance or rejection is in the State’s best interest.

(5) Records.
(a) The Subrecipient’s performance under this Agreement shall be subject to 2 C.F.R. part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.
(b) Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, and representatives of the Federal government and their duly authorized representatives shall have access to any of the Subrecipient’s books, documents, papers and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
(c) The Subrecipient shall maintain books, records and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.
(d) The Subrecipient will provide to DEO all necessary and appropriate financial and compliance audits in accordance with Paragraph (6) titled “Audit Requirements” and Attachments J and K herein and ensure that all related party transactions are disclosed to the auditor.
(e) The Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and the compliance of all subrecipients, contractors, subcontractors and consultants paid from funds under this Agreement for a period of six (6) years from the date DEO issues the final closeout for this award. The Subrecipient shall also comply with the provisions of 24 CFR 570.502(a)(7)(ii). The Subrecipient shall further ensure that audit working papers are available upon request for a period of six (6) years from the date DEO issues the final closeout of this Agreement, unless extended in writing by DEO. The six-year period may be extended for the following reasons:
   1. Litigation, claim or audit initiated before the six-year period expires or extends beyond the six-year period, in which case the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
   2. Records for the disposition of non-expendable personal property valued at $1,000 or more at the time of acquisition shall be retained for six (6) years after final disposition.
   3. Records relating to real property acquired shall be retained for six (6) years after the closing on the transfer of title.
(f) The Subrecipient shall maintain all records and supporting documentation for the Subrecipient and for all contractors, subcontractors and consultants paid from funds provided under this Agreement, including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the scope of work and all other applicable laws and regulations.
(g) The Subrecipient shall either (i) maintain all funds provided under this Agreement in a separate bank account or (ii) ensure that the Subrecipient’s accounting system shall have sufficient internal controls to separately track the expenditure of all funds from this Agreement. Provided further, that the only option available for advanced funds is to maintain such advanced funds in a separate bank account. There shall be no commingling of funds provided under this Agreement with any other funds, projects or programs.
DEO Agreement No.: 10092

DEO may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, Subparagraph (21)(e), Repayments.

(b) The Subrecipient, including all of its employees or agents, contractors, subcontractors and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government or their duly authorized representatives. “Reasonable” shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(6) Audit Requirements

(a) The Subrecipient shall conduct a single or program-specific audit in accordance with the provisions of 2 C.F.R. part 200 if it expends seven hundred fifty thousand dollars ($750,000) or more in Federal awards from all sources during its fiscal year.

(b) Within sixty (60) calendar days of the close of the fiscal year, on an annual basis, the Subrecipient shall electronically submit a completed Audit Compliance Certification to audit@deo.myflorida.com, and DEO’s grant manager; a blank version of which is attached hereto as Attachment K. The Subrecipient’s timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and the Subrecipient.

(c) In addition to the submission requirements listed in Attachment J titled “Audit Requirements”, the Subrecipient shall send an electronic copy of its audit report to DEO’s grant manager for this Agreement by June 30 following the end of each fiscal year in which it had an open CDBG-DR subgrant.

(d) Subrecipient shall also comply with the Federal Audit Clearinghouse rules and directives, including but not limited to the pertinent Report Submissions provisions of 2 CFR 200.512, when such provisions are applicable to this Agreement.

(7) Reports. The Subrecipient shall provide DEO with all reports and information set forth in Attachment G titled “Reports.” Both the monthly and quarterly reports, as well as the administrative closeout reports must include the status and progress of the Subrecipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement. Upon request by DEO, the Subrecipient shall provide additional program updates or information. If all required reports and copies are not sent to DEO or are not completed in a manner acceptable to DEO, payments may be withheld until the reports are properly completed. DEO may also take other action as stated in Paragraph (12) Remedies or otherwise allowable by law.

(8) Inspections and Monitoring

(a) The Subrecipient shall permit DEO and auditors to have access to the Subrecipient’s records and financial statements as DEO determines is necessary for DEO to meet the requirements of 2 C.F.R. part 200.

(b) The Subrecipient must submit to monitoring of its activities by DEO as DEO determines necessary to ensure that the subaward is used for authorized purposes in compliance with Federal statutes, regulations and the terms and conditions of this agreement.

(c) This review must include: (1) reviewing financial and performance reports required by DEO, (2) following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from DEO as detected through audits, on-site reviews and other means and (3) issuing a management decision for audit findings pertaining to this Federal award provided to the Subrecipient from DEO as required by 2 C.F.R. §200.521.

(d) Corrective Actions:

DEO may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. DEO may require the Subrecipient to take timely and
appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from the pass-through entity as detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this Agreement, DEO may impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

(9) Duplication of Benefits. The Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5155 et seq.) and described in Appropriations Acts. The Subrecipient must comply with HUD's requirements for duplication of benefits, imposed by the Federal Register Guidance. The Subrecipient shall carry out the activities under this Agreement in compliance with DEO's procedures to prevent duplication of benefits. Subrecipient shall sign a Subrogation Agreement (See Attachment M).

(10) Liability.

(a) If the Subrecipient is a state agency or subdivision, as defined in Section 768.28(2), F.S., pursuant to Section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

(b) The Subrecipient further agrees to assume sole responsibility, training and oversight of the parties it deals with or employs to carry out the terms of this Agreement to the extent set forth in Section 768.28, Florida Statutes. The subrecipient shall hold DEO harmless against all claims of whatever nature arises from the work and services performed by third parties under this Agreement. Nothing herein shall be construed as consent by the Subrecipient to be sued by third parties in any matter arising out of any agreement, contract or subcontract.

(c) If the Subrecipient is a state agency or subdivision, as defined in Section 768.28, F.S., then the Subrecipient agrees to be fully responsible for its negligent or tortious acts or omissions, which result in claims or suits against DEO. The subrecipient agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, F.S. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any agreement, contract or subcontract.

(d) Nothing herein is intended to serve as a waiver of sovereign immunity by DEO or the Subrecipient.

(11) Events of Default. If any of the following events occur ("Events of Default"), DEO may, in its sole and absolute discretion, elect to terminate any obligation to make any further payment of funds, exercise any of the remedies set forth in Paragraph (12) Remedies or pursue any remedy at law or in equity, without limitation:

(a) Any warranty or representation made by the Subrecipient, in this Agreement or any previous agreement with DEO, is or becomes false or misleading in any respect, or if the Subrecipient fails to keep or perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with DEO, and/or has not cured them in timely fashion and/or is unable or unwilling to meet its obligations under this Agreement and/or as required by statute, rule, or regulation;

(b) Any material adverse change occurs in the financial condition of the Subrecipient at any time during the term of this Agreement and the Subrecipient fails to cure this adverse change within thirty (30) calendar days from the date written notice is sent by DEO;

(c) The Subrecipient fails to submit any required report or submits any required report with incorrect, incomplete or insufficient information or fails to submit additional information as requested by DEO;

(d) The Subrecipient fails to perform or timely complete any of its obligations under this Agreement, including participating in DEO's Implementation Workshop.
The Parties agree that in the event DEO elects to make payments or partial payments after any Events of Default, it does so without waiving the right to exercise any remedies allowable herein or at law and without becoming liable to make any further payment.

(c) Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party’s control or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party’s performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay the Subrecipient believes is excusable under this paragraph, Subrecipient shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Subrecipient could reasonably foresee that a delay could occur as a result or (2) within five (5) calendar days after the date Subrecipient first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE SUBRECIPIENT’S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Subrecipient of its decision in writing. No claim for damages, other than an extension of time, shall be asserted against DEO. Subrecipient shall not be entitled to an increase in the Agreement price or payment of any kind from DEO for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Subrecipient shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to DEO or the State, in which case, DEO may do any or all of the following: (1) accept allocated performance or deliveries from Subrecipient, provided that Subrecipient grants preferential treatment to DEO with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Subrecipient for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity or (3) terminate the Agreement in whole or in part.

(12) Remedies. If an Event of Default occurs, DEO shall provide thirty (30) calendar days written notice to the Subrecipient and if the Subrecipient fails to cure within those thirty (30) calendar days DEO may choose to exercise one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement upon twenty-four (24) hour written notice by DEO sent in conformity with Paragraph (16) Notice and Contact;
(b) Begin any appropriate legal or equitable action to enforce performance of this Agreement;
(c) Withhold or suspend payment of all or any part of a request for payment;
(d) Demand that the Subrecipient return to DEO any funds used for ineligible activities or unallowable costs under this Agreement or any applicable law, rule or regulation governing the use of the funds; and
(e) Exercise any corrective or remedial actions, including but not limited to:
   1. Requesting additional information from the Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance;
2. Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected; and/or
3. Advising the Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question.

Pursuit of any of the above remedies does not preclude DEO from pursuing any other remedies in this Agreement or provided at law or in equity. Failure to exercise any right or remedy in this Agreement or failure by DEO to require strict performance does not affect, extend or waive any other right or remedy available or affect the later exercise of the same right or remedy by DEO for any other default by the Subrecipient.

(13) Dispute Resolution. DEO shall decide disputes concerning the performance of the Agreement, document dispute decisions in writing and serve a copy of same on the Subrecipient. All decisions are final and conclusive unless the Subrecipient files a petition for administrative hearing with DEO within twenty-one (21) days from the date of receipt of the decision. Exhaustion of administrative remedies prescribed in Chapter 120, F.S., is an absolute condition precedent to the Subrecipient’s ability to pursue any other form of dispute resolution; provided however, that the Parties may mutually agree to employ the alternative dispute resolution procedures outlined in Chapter 120, F.S.

(14) Citizen Complaints. The goal of the State is to provide an opportunity to resolve complaints in a timely manner, usually within fifteen (15) business days as expected by HUD, if practicable, and to provide the right to participate in the process and appeal a decision when there is reason for an applicant to believe its application was not handled according to program policies. All applications, guidelines and websites will include details on the right to file a complaint or appeal and the process for filing a complaint or beginning an appeal.

Applicants are allowed to appeal program decisions related to one of the following activities:

(a) A program eligibility determination
(b) A program assistance award calculation and
(c) A program decision concerning housing unit damage and the resulting program outcome.

Citizens may file a written complaint or appeal through the Office of Disaster Recovery email at CDBG-DR@deo.myflorida.com or submit by postal mail to the following address:

Attention: Office of Disaster Recovery
Florida Department of Economic Opportunity
107 East Madison Street
The Caldwell Building, MSC 160
Tallahassee, Florida 32399

The subrecipient will handle citizen complaints by conducting:

(a) Investigations as necessary
(b) Resolution or
(c) Follow-up actions.

If the complainant is not satisfied by the Subrecipient’s determination, then the complainant may file a written appeal by following the instructions issued in the letter of response. If, at the conclusion of the appeals process, the complainant has not been satisfied with the response, a formal complaint may then be addressed directly to the DEO at:

Department of Economic Opportunity
Caldwell Building, MSC-400
107 E Madison Street
Tallahassee, FL 32399

The Florida Office of Disaster Recovery operates in Accordance with the Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination: 1-800-669-9777 (Toll Free), 1-800-927-9275 (TTY) or www.hud.gov/fairhousing.

(15) Termination.

(a) DEO may suspend or terminate this Agreement for cause upon twenty-four (24) hour written notice, from the date notice is sent by DEO. Cause includes, but is not limited to the Subrecipient's improper or ineffective use of funds provided under this Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies, directives or laws; failure, for any reason, to timely and/or properly perform any of the Subrecipient's obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect and refusal to permit public access to any document, paper, letter or other material subject to disclosure under law, including Chapter 119, F.S., as amended. The aforementioned reasons for Termination are listed in the immediately preceding sentence for illustration purposes but are not limiting DEO's sole and absolute discretion with respect to DEO's right to terminate this Agreement. In the event of suspension or termination, the Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs.

(b) DEO may unilaterally terminate this Agreement, in whole or in part, for convenience by providing the Subrecipient fourteen (14) days written notice from the date notice is sent by DEO, setting forth the reasons for such termination, the effective date and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, DEO determines that the remaining portion of the award will not accomplish the purpose for which the award was made, DEO may terminate the portion of the award which will not accomplish the purpose for which the award was made. The Subrecipient shall continue to perform any work not terminated. In the event of termination for convenience, the Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs for the terminated portion of work.

(c) The Parties may terminate this Agreement for their mutual convenience in writing, in the manner agreed upon by the Parties, which must include the effective date of the termination.

(d) In the event that this Agreement is terminated, the Subrecipient shall not incur new obligations under the terminated portion of the Agreement after the date the Subrecipient has received the notification of termination. The Subrecipient shall cancel as many outstanding obligations as possible. DEO shall disallow all costs incurred after the Subrecipient's receipt of the termination notice. The Subrecipient shall not be relieved of liability to DEO because of any breach of the Agreement by the Subrecipient. DEO may, to the extent authorized by law, withhold payments to the Subrecipient for the purpose of set-off until the exact amount of damages due to DEO from the Subrecipient is determined.

(e) Upon expiration or termination of this Agreement the Subrecipient shall transfer to DEO any CDBG-DR funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG-DR funds.

(f) Upon expiration or termination of this Agreement, the Subrecipient shall follow the agreement closeout procedures set forth in rule 73C-23.0051 (5), FAC

(g) Any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG-DR funds (including CDBG-DR funds provided to the subrecipient in the form of a loan) in excess of $25,000 must either:
1. Be used to meet a national objective until five years after expiration or termination of this Agreement, unless otherwise agreed upon by the Parties, or except as otherwise set forth herein; or
2. If not used to meet a national objective, Subrecipient shall pay to DEO an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-
CDBG-DR funds for the acquisition or improvement of the property for five years after expiration or termination of this Agreement.

(h) The rights and remedies under this clause are in addition to any other rights or remedies provided by law or under this Agreement.

(16) Notice and Contact.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, first class or certified mail with return receipt requested, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement.

(b) The name and address of DEO’s Grant Manager for this Agreement is:

Joshua Bradt
107 East Madison Street - MSC 160
Tallahassee, Florida 32399-6508
(850) 717-8436
(850) 921-3117
joshua.bradt@deo.myflorida.com

(c) The name and address of the Local Government Project Contact for this Agreement is:

Helene Wetherington
2798 Overseas Highway
Marathon, FL 33050
Phone: 305-504-3036
Fax:
Email: Wetherington-helene@monroecounty-fl.gov

(d) If different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as stated in Paragraph (16) above.

(17) Contracts. If the Subrecipient contracts any of the work required under this Agreement, a copy of the proposed contract template and any proposed amendments, extensions, revisions or other changes thereto, must be forwarded to DEO for prior written approval. For each contract, the Subrecipient shall report to DEO as to whether that contractor or any subcontractors hired by the contractor, is a minority vendor, as defined in Section 288.703, F.S. The Subrecipient shall comply with the procurement standards in 2 C.F.R. §200.318 - §200.326 when procuring property and services under this Agreement (refer to Attachment D).

The Subrecipient shall include the following terms and conditions in any contract pertaining to the work required under this Agreement:

(a) the period of performance or date of completion;
(b) the performance requirements;
(c) that the contractor is bound by the terms of this Agreement;
(d) that the contractor is bound by all applicable State and Federal laws, rules, and regulations;
(e) that the contractor shall hold DEO and the Subrecipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement;
(f) the obligation of the Subrecipient to document in Subrecipient's reports the contractor's progress in performing its work under this Agreement;
(g) the requirements of 2 CFR Appendix II to Part 200 – Contract Provision for Non-Federal Entity Contract Under Federal Awards – (refer to Attachment L)
The Subrecipient must comply with CDBG regulations regarding debarred or suspended entities (24 C.F.R. 570.489(1)), pursuant to which CDBG funds must not be provided to excluded or disqualified persons and provisions addressing bid, payment, performance bonds, if applicable, and liquidated damages.

The Subrecipient must ensure all contracts and agreements clearly state the period of performance or date of completion and incorporate performance requirements.

The Subrecipient shall maintain oversight of all activities performed under this Agreement and shall ensure that its contractors perform according to the terms and conditions of the procured contracts or agreements and the terms and conditions of this Agreement.

(18) Terms and Conditions. This Agreement contains all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous understandings. No waiver by DEO may be effective unless made in writing by an authorized DEO official.

(19) Attachments.

(a) If any inconsistencies or conflict between the language of this Agreement and the attachments arise, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(b) This Agreement contains the following attachments:

Attachment A – Scope of Work
Attachment B – Project Detail Budget (Example)
Attachment C – Activity Work Plan (Example)
Attachment D – Program and Special Conditions
Attachment E – State and Federal Statutes, Regulations and Policies
Attachment F – Civil Rights Compliance
Attachment G – Reports
Attachment H – Warranties and Representations
Attachment I – Audit Requirements

Exhibit 1 to Attachment I – Funding Sources
Attachment J – Audit Compliance Certification
Attachment K – SERA Access Authorization Form
Attachment L – 2 CFR Appendix II to Part 200
Attachment M – Subrogation Agreement

(20) Funding/Consideration.

(a) The funding for this Agreement shall not exceed Fifteen Million Dollars and Zero Cents ($15,000,000.00) subject to the availability of funds. The State of Florida and DEO’s performance and obligation to pay under this Agreement is contingent upon annual appropriations by the Legislature and subject to any modification in accordance with Chapter 216, F.S. or the Florida Constitution.

(b) DEO will provide funds to the Subrecipient by issuing a Notice of Subgrant Award/Fund Availability (“NFA”) through DEO’s financial management information system. Each NFA may contain specific terms, conditions, assurances, restrictions or other instructions applicable to the funds provided by the NFA. By accepting funds made available through an NFA, the Subrecipient agrees to comply with all terms, conditions, assurances, restrictions or other instructions listed in the NFA.

(c) By execution of this Agreement, the Subrecipient certifies that necessary written administrative procedures, processes and fiscal controls are in place for the operation of its CDBG-DR program for which the Subrecipient receives funding from DEO. These written administrative procedures, processes and fiscal controls must, at minimum, comply with applicable state and federal law, rules, regulations, guidance and the terms of this Agreement. The Subrecipient agrees to comply with all the terms and conditions of Attachment D titled “Program and Special Conditions”.

9
(d) The Subrecipient shall expend funds only for allowable costs and eligible activities, in accordance with the Scope of Work.

(e) The Subrecipient shall request all funds in the manner prescribed by DEO. The authorized signatory for the Subrecipient set forth on the SERA Access Authorization Form, Attachment I, to this Agreement, must approve the submission of each Request for Funds ("RFP") on behalf of the Subrecipient.

(f) Except as set forth herein, or unless otherwise authorized in writing by DEO, costs incurred for eligible activities or allowable costs prior to the effective date of this Agreement are ineligible for funding with CDBG-DR funds.

(g) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budget, the Florida Legislature, the State Chief Financial Officer or under Subparagraph (20)(f) Mandated Conditions of this Agreement, all obligations of the part of DEO to make any further payment of funds will terminate and the Recipient shall submit its administrative closeout report and subgrant agreement closeout package within thirty (30) calendar days from receipt of notice from DEO.

(h) The Subrecipient is ultimately responsible for the administration of this Agreement, including monitoring and oversight of any person or entity retained or hired by the Subrecipient.

(21) Repayments.

(a) The Subrecipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. The Subrecipient shall ensure that its contractors, subcontractors and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

(b) In accordance with Section 215.971, F.S., the Subrecipient shall refund to DEO any unobligated funds which have been advanced or paid to the Subrecipient.

(c) The Subrecipient shall refund to DEO any funds paid in excess of the amount to which the Subrecipient or its contractors, subcontractors or consultants are entitled under the terms and conditions of this Agreement.

(d) The Subrecipient shall refund to DEO any funds received for an activity if the activity does not meet one of the three National Objectives listed in 24 C.F.R. § 570.483(b), (c) and (d); provided, however, the Subrecipient is not required to repay funds for subgrant administration unless DEO, in its sole discretion, determines the Subrecipient is at fault for the ineligibility of the activity in question.

(e) The Subrecipient shall refund to DEO any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to DEO, by the Subrecipient, within thirty (30) calendar days from Subrecipient’s receipt of notification of such non-compliance.

(f) In accordance with Section 215.34(2), F.S., if a check or other draft is returned to DEO for collection, the Subrecipient shall pay to DEO a service fee of $15.00 or five percent of the face amount of the returned check or draft, whichever is greater. All refunds or repayments to be made to DEO under this Agreement are to be made payable to the order of “Department of Economic Opportunity” and mailed directly to DEO at the following address:

Department of Economic Opportunity
Community Development Block Grant Programs Cashier
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508

(22) Mandated Conditions.

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations and materials submitted or provided by the Subrecipient in this Agreement, in any later submission or response to a DEO request or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations and materials are incorporated herein by reference.
(b) This Agreement shall be construed under the laws of the State of Florida and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. The Parties explicitly waive any right to jury trial.

c) If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then that provision shall be null and void only to the extent of the conflict or unenforceability, and that provision shall be severable from and shall not invalidate any other provision of this Agreement.

d) Any power of approval or disapproval granted to DEO under the terms of this Agreement shall survive the term of this Agreement.

e) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(f) The Subrecipient shall comply with all applicable local, state and federal laws, including the Americans With Disabilities Act of 1990, as amended; the Florida Civil Rights Act, as amended, Chapter 760, Florida Statutes; Title VII of the Civil Rights Act of 1964, as amended; (P.L. 101-336, 42 U.S.C. § 12101 et seq.) and laws which prohibit discrimination by public and private entities on in employment, public accommodations, transportation, state and local government services and telecommunications.

g) Pursuant to Section 287.133(2)(a), F.S., a person or affiliate, as defined in Section 287.133(1), F.S., 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; 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 thirty-five thousand dollars ($35,000) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Agreement, the Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list. The Subrecipient shall disclose if it or any of its affiliates is placed on the convicted vendor list.

(h) Pursuant to Section 287.134(2)(a), F.S., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; 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. By executing this Agreement, the Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. The Subrecipient shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

(j) Any bills for travel expenses shall be submitted and reimbursed in accordance with Section 112.061, F.S., the rules promulgated thereunder and 2 C.F.R. § 200.474.

(k) If the Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to DEO or be applied against DEO’s obligation to pay the Agreement award amount.

(l) The Subrecipient hereby acknowledges that the Subrecipient is subject to Florida’s Government in the Sunshine Law (Section 286.011, F.S.) with respect to the meetings of the Subrecipient’s governing board or the meetings of any subcommittee making recommendations to the governing board. The Subrecipient hereby agrees that all such aforementioned meetings shall be publicly noticed, open to the public and the minutes of all the meetings shall be public records made available to the public in accordance with Chapter 119, F.S.

(m) The Subrecipient shall comply with section 519 of P. L. 101-144, the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990; and
section 906 of P.L. 101-625, the Cranston-Gonzalez National Affordable Housing Act, 1990, by having, or adopting within ninety (90) days of execution of this Agreement, and enforcing, the following:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

(23) **Lobbying Prohibition.**

(a) No funds or other resources received from DEO under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Subrecipient certifies, by its signature to this Agreement, that:

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

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

3. The Subrecipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose as described in this Paragraph (22), above. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure.

(24) **Copyright, Patent and Trademark.**

Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by the Subrecipient to the State of Florida.

(a) If the Subrecipient has a pre-existing patent or copyright, the Subrecipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement or in any way connected with it, the Subrecipient shall refer the discovery or invention to DEO for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films or other copyrightable material are produced, the Subrecipient shall notify DEO. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Subrecipient to the State of Florida.

(c) Within thirty (30) calendar days of execution of this Agreement, the Subrecipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should
know could give rise to a patent or copyright. The Subrecipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists, and DEO shall have the right to all patents and copyrights which accrue during performance of the Agreement.

(25) Legal Authorization.

(a) The Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Subrecipient certifies that the undersigned person has the authority to legally execute and bind the Subrecipient to the terms of this Agreement. DEO may, at its discretion, request documentation evidencing the undersigned has authority to bind the Subrecipient to this Agreement as of the date of execution; any such documentation is incorporated herein by reference.

(b) The Subrecipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation or any other legal or financial condition that would in any way prohibit, restrain or diminish the Subrecipient’s ability to satisfy its Agreement obligations. The Subrecipient shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of the Agreement.

(26) Public Record Responsibilities.

(a) In addition to the Subrecipient’s responsibility to directly respond to each request it receives for records, in conjunction with this Agreement and to provide the applicable public records in response to such request, the Subrecipient shall notify DEO of the receipt and content of all such requests by sending an email to PRRequest@ideo.myflorida.com within one (1) business day from receipt of the request.

(b) The Subrecipient shall keep and maintain public records required by DEO to perform the Subrecipient’s responsibilities hereunder. The Subrecipient shall, upon request from DEO’s custodian of public records, provide DEO 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 by Chapter 119, F.S., or as otherwise provided by law. The Subrecipient shall allow public access to all documents, papers, letters or other materials made or received by the Subrecipient in conjunction with this Agreement, unless the records are exempt from Article I, Section 24(a) of the Florida Constitution and Section 119.07(1), F.S. For records made or received by the Subrecipient in conjunction with this Agreement, the Subrecipient shall respond to requests to inspect or copy such records in accordance with Chapter 119, F.S. For all such requests for records that are public records, as public records are defined in Section 119.011, F.S., the Subrecipient shall be responsible for providing such public records per the cost structure provided in Chapter 119, F.S., and in accordance with all other requirements of Chapter 119, F.S., or as otherwise provided by law.

(c) This Agreement may be terminated by DEO for refusal by the Subrecipient to comply with Florida’s public records laws or to allow public access to any public record made or received by the Subrecipient in conjunction with this Agreement.

(d) If, for purposes of this Agreement, the Subrecipient is a “contractor” as defined in Section 119.0701(1)(a), F.S. (“Subrecipient-contractor”), the Subrecipient-contractor shall transfer to DEO, at no cost to DEO, all public records upon completion including termination, of this Agreement or keep and maintain public records required by DEO to perform the service. If the Subrecipient-contractor transfers all public records to the public agency upon completion of the Agreement, the Subrecipient-contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Subrecipient-contractor keeps and maintains public records upon completion of the Agreement, the Subrecipient-contractor shall meet all applicable requirements for retaining public records in accordance with Chapters 119 and 257, F.S. All records stored electronically must be provided to DEO, upon request from DEO’s custodian of public records, in a format that is compatible with the information technology systems of DEO.
(e) If DEO does not possess a record requested through a public records request, DEO shall notify the Subrecipient-contractor of the request as soon as practicable, and the Subrecipient-contractor must provide the records to DEO or allow the records to be inspected or copied within a reasonable time. If the Subrecipient-contractor does not comply with DEO’s request for records, DEO shall enforce the provisions set forth in this Agreement. A Subrecipient-contractor who fails to provide public records to DEO within a reasonable time may be subject to penalties under Section 119.10, F.S.

(f) The Subrecipient shall notify DEO verbally within twenty-four (24) chronological hours and in writing within seventy-two (72) chronological hours if any data in the Subrecipient’s possession related to this Agreement is subpoenaed or improperly used, copied or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. The Subrecipient shall cooperate with DEO, in taking all steps as DEO deems advisable, to prevent misuse, regain possession or otherwise protect the State’s rights and the data subject’s privacy.

(g) The Subrecipient acknowledges that DEO is subject to the provisions of Chapter 119, F.S., relating to public records and that reports, invoices and other documents the Subrecipient submits to DEO under this Agreement constitute public records under Florida Statutes. The Subrecipient shall cooperate with DEO regarding DEO’s efforts to comply with the requirements of Chapter 119, F.S.

(h) If the Subrecipient submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by the Subrecipient prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of Chapter 119, F.S., prior to submittal of the record to DEO serves as the Subrecipient’s waiver of a claim of exemption. The Subrecipient shall ensure 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 Agreement term and following completion of the Agreement if the Subrecipient-contractor does not transfer the records to DEO upon completion, including termination, of the Agreement.

(i) IF SUBRECIPIENT-CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT-CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via email at PRRequest@deo.myflorida.com, or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Tallahassee, Florida 32399-4128.

(j) To the extent allowable by law, the Subrecipient shall be fully liable for the actions of its agents, employees, partners, contractors and subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents and employees, from suits, actions, damages, and costs of every name and description, including attorneys’ fees, arising from or relating to public record requests or public record law violation(s), alleged to be caused in whole or in part by the Subrecipient, its agents, employees, partners, contractors or subcontractors, provided, however, that the Subrecipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or DEO. DEO, in its sole discretion, has the right, but not the obligation, to enforce this indemnification provision.

(k) DEO does not endorse any Subrecipient, commodity, or service. Subject to Chapter 119, F.S., Subrecipient shall not publicly disseminate any information concerning this Agreement without prior written approval from DEO, including, but not limited to, mentioning this Agreement in a press release.
DEO Agreement No.: 10092

or other promotional material, identifying DEO or the State as a reference, or otherwise linking Subrecipient’s name and either a description of the Agreement or the name of DEO or the State in any material published, either in print or electronically, to any other entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives or subcontractors with the professional skills necessary to perform the work services required by the Agreement.

(i) The Subrecipient shall comply with the requirements set forth in Section 119.0701, F.S., when entering into any public agency contract for services after the Effective Date of this Agreement. The Subrecipient shall amend each of the Subrecipient’s public agency contracts for services already in effect as of the Effective Date of this Agreement and which contract will or may be funded in whole or in part with any public funds. DEO may terminate this Agreement if the Subrecipient does not comply with this provision.

(27) Employment Eligibility Verification.

(a) Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires DEO contracts in excess of nominal value to expressly require the Subrecipient to:

   1. Utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Subrecipient during the Agreement term; and,

   2. Include in all contracts under this Agreement the requirement that contractors, subcontractors, consultants and subrecipients performing work or providing services pursuant to this Agreement use the E-Verify system to verify the employment eligibility of all new employees hired by the contractors, subcontractors, consultants and subrecipients during the term of the contract.

(b) The Department of Homeland Security’s E-Verify system can be found at:
http://www.uscis.gov/c-verify

(c) If the Subrecipient does not have an E-Verify MOU in effect, the Subrecipient must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

(28) Program Income.

(a) The Subrecipient shall report to DEO all program income (as defined at 24 C.F.R. § 570.500(a) or in the Federal Register Guidance governing the CDBG-DR funds) generated by activities carried out with CDBG-DR funds made available under this Agreement as part of the Subrecipient’s Quarterly Progress Report. The Subrecipient shall use program income in accordance with the applicable requirements of 2 C.F.R. part 200, 24 C.F.R. part 570.504, and the terms of this Agreement.

(b) Program income generated after closeout shall be returned to DEO. Program income generated prior to closeout shall be returned to DEO unless the program income is used to fund additional units of CDBG-DR activities, specified in a modification to this Agreement and duly executed prior to administrative closeout.

(29) National Objectives

All activities funded with CDBG-DR funds must meet the criteria for one of the CDBG program’s National Objectives. The Subrecipient certifies that the activities carried out under this Agreement shall meet the following national objectives and satisfy the following criteria:

(a) Benefit to low- and moderate- income persons;

(b) Aid in prevention or elimination of slums or blight; and

(c) Meet a need having particular urgency (referred to as urgent need).

(30) Independent Contractor.

a) In the Subrecipient’s performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that the Subrecipient is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended to or shall be deemed to constitute an

15
employer/employee relationship, partnership or joint venture between the Parties. The Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. Nothing in this Agreement shall be construed to create any agency or employment relationship between DEO and the Subrecipient, its employees, subcontractors or agents. Neither Party shall have any right, power or authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other.

(b) The Subrecipient, its officers, agents, employees, subcontractors or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, agent, joint venturer, or partner of the State of Florida.

(c) Subrecipient shall have sole right to control the manner, method and means by which the services required by this Agreement are performed. DEO shall not be responsible to hire, supervise or pay Subrecipient's employees. Neither the Subrecipient, nor its officers, agents, employees, subcontractors or assignees are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.

(d) The Subrecipient agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, servant, joint venturer or partner of the State of Florida.

(e) Unless justified by the Subrecipient and agreed to by DEO in the Scope of Work, DEO will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Subrecipient or its subcontractor or assignee.

(f) DEO shall not be responsible for withholding taxes with respect to the Subrecipient's use of funds under this Agreement. The Subrecipient shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits or employee benefits of any kind. The Subrecipient shall ensure that its employees, subcontractors and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

(g) The Subrecipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of Chapter 443, F.S.

(h) DEO shall not provide any training to Subrecipient, its employees, assigns, agents, representatives or subcontractors in the professional skills necessary to perform the work services required by the Agreement.

~Remainder of this page is intentionally left blank~

16
IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and, in the attachments, and exhibits hereto, the Parties executed this Agreement by their duly authorized undersigned officials.

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

By

Roman Gastesi

Title

County Administrator

Date

June 2, 2020

Federal Tax ID # 59-60000749
DUNS # 0738767570000

DEPARTMENT OF ECONOMIC OPPORTUNITY

By

Ken Lawson

Title

Executive Director

Date

6/4/2020

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY

By

James Jordan

Approved Date: 6/4/2020
Attachment A – Scope of Work

1. Project Description
The U.S. Department of Housing and Urban Development (HUD) allocated Community Development Block Grant Disaster Recovery (CDBG-DR) funds to the State of Florida to be distributed in the Federal Emergency Management Agency (FEMA) declared counties impacted by Hurricane Irma for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code (U.S.C.) 5301 et seq.) and described in the State of Florida Action Plan for Disaster Recovery.

Monroe County Board of County Commissioners has been selected to participate in the Voluntary Home Buyout (VHB) CDBG-DR program. These funds will be used to principally benefit low- and moderate-income persons. Funds will be used to acquire properties that are in Special Flood Hazard Area (SFHA), and in high risk-flood areas to help reduce the impact of future disasters, and to assist property owners relocate outside the threat of flooding with the focus on properties that do not have flood insurance.

There are two options under this grant: The first option is to use the CDBG-DR funding as a leverage to match funding projects that are also eligible for the Hazard Mitigation Grant Program (HMGP) provided by the Federal government. The second option is to work directly with DEO to acquire contiguous parcels of properties of residential areas that meet low- and moderate- income area requirements, and/or assist low- and moderate-income households.

Necessary assistance will be provided in the form of buyout and demolition of existing housing units. Housing units whose occupants qualify as low-to-moderate-income (LMI) households will be acquired and demolished in compliance with the local building code and the U.S. Department of Housing and Urban Development's standards outlined in the Federal Register Notices.

Awards to eligible homeowners will be based on the overall level of damage in the proposed buyout area, as determined by condemnation, flood levels and/or status as beyond reasonable repair for each property, and the extent to which the proposed buyout program supports overall flood mitigation plans for the area and community.

2. Subrecipient Responsibilities
A. CDBG-DR Voluntary Home Buyout Policies and Procedures and Implementation
Monroe County Board of County Commissioners will conduct the program design and implementation services necessary to mobilize and launch its production implementation systems to support the programs and projects to help people, properties and communities recover from storm related damage due to Hurricane Irma as follows:

1. Complete and submit to DEO within 45 days of agreement execution, a staffing plan for the Monroe County Board of County Commissioners CDBG-DR Program that includes:
   a. Organizational chart; and,
   b. Job descriptions for Subrecipient's employees, contracted staff, vendors, and contractors.
   c. Scope of work and procurement plan for all contracted staff, vendors, and contractors.

2. Develop and submit a copy of the following policies and procedures to the DEO Agreement Manager within 45 days of agreement execution:

b. Administrative financial management policies, which must comply with all applicable HUD CDBG-DR and State of Florida rules.

c. Quality assurance and quality control system policies and procedures that comply with all applicable HUD CDBG-DR and DEO Policies

d. Policies and procedures that at a minimum, include information about the VHB application process, application requirements, underwriting criteria, compliance requirements, and reporting methodology

e. Policies and procedures to detect and prevent fraud, waste and abuse that describe how the subrecipient will verify the accuracy of applicant information, monitoring policy indicating how and why monitoring is conducted, the frequency of monitoring, and which items will be monitored, and procedure for referring instances of fraud, waste and abuse to HUD OIG Fraud Hotline (phone: 1-800-347-3735 or email: hotline@hudoig.gov).

f. Policies and procedures for the requirements under 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award.

3. Establish and administer a system of record and production and grants management reporting systems within 45 days of agreement execution.

4. Complete and submit a Project Detail Budget (Attachment B) for approval by DEO no later than 60 days after the execution of the subrecipient agreement.

5. Complete and submit an Activity Work Plan (Attachment C) for approval by DEO no later than 30 days after the execution of the subrecipient agreement.

6. Maintain organized subrecipient agreement files and make them accessible to DEO or its representatives upon request.


8. Attend fraud related training by HUD OIG to assist in the proper management of CDBG-DR grant funds when available.

9. Update all applicable VHB policies and procedures as needed and upon DEO request.

10. Complete procurement of all vendors for internal grants management and compliance and direct program and project production, including:

a. Selection of vendors, subrecipients, and/or staff that will be responsible for managing applicant intake and related operations, compliance, finance and administration;

b. Selection of vendors, subrecipients, and/or staff that will be responsible for managing demolition and/or construction;

c. Selection of vendors, subrecipients, and/or staff that will be responsible for managing Land and Structure Buyout; and,
d. Selection of vendors, subrecipients, and/or staff that will be responsible for Appraisal, Environmental Review, title services, and legal services.

11. Meet or exceed federal underwriting standards. Subrecipients must establish underwriting criteria that, at a minimum, complies with CDBG underwriting criteria found at 24 CFR 570.209. Project costs must be demonstrated to be reasonable. All other sources of financing must be committed or otherwise unavailable to the applicant. Project costs must be need-based, and documentation must be sufficient to prove that CDBG funds will not supplant non-federal financial funding or support.

12. Include the following statement on all program materials and applications “Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.”

13. Ensure all projects seeking assistance under the current CDBG-DR funds for Hurricane Irma, and any future funds allocated for Hurricane Irma, provided by DEO, receive the required Environmental Clearance from DEO prior to the Subrecipient being able to commit CDBG-DR funds.

14. Evaluate each grant applicant for the potential for duplication of benefits and decline any grant amount that would constitute such a duplication.

15. Develop and submit a monthly revised detailed budget measuring the actual cost versus projected cost by the 10th day of the following month.

16. Develop and submit a monthly revised detailed timeline for implementation consistent with the milestones outlined in the VHB program guidelines and report actual progress against the projected progress.

17. Develop and submit both a monthly and quarterly report to DEO by the 10th day of the following month or quarter, that outlines the progress made to date, the projected activities to be completed in the upcoming month or quarter, and any risks or issues identified for the delivery of the project. The reports must include metrics that demonstrate the implementation costs to date with projected spending, and any other information DEO determines is necessary.

18. Obtain approval from DEO and FEMA before conveying ownership.

19. Provide scope of land use in accordance with DEO’s direction, prior to closing.

20. Enforce the proper land use according to 83 Fed. Reg. 5863 in perpetuity for a use that is compatible with open space, recreational, or floodplain and wetlands management practices.

21. Enforce and monitor all deed restrictions.

22. Approve the conveying of property and the proper use of land.
23. Utilize a certified appraiser for each property that is eligible to be acquired.

24. Utilize a certified damage inspector to assess damages of each property to assure that damages were caused by Hurricane Irma.

25. The Subrecipient shall adhere to the following deadlines for the project. If the Subrecipient is unable to meet a deadline, the subrecipient shall request an extension of such deadline from DEO in writing no later than thirty (30) business days prior to the deadline. Deadlines shall not be extended outside of the Term of this agreement except by a formal amendment executed in accordance with section (4) Modification of Agreement.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Deadline</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Design and Implementation, as outlined in Section 2., B.</td>
<td>9/15/2020</td>
</tr>
<tr>
<td>Completion of Homeowner buyout and Incentives, as outlined in Section 2., C.</td>
<td>6/15/2021</td>
</tr>
<tr>
<td>Completion of Demolition and Closing out as outlined in Section 2., D.</td>
<td>6/15/2022</td>
</tr>
</tbody>
</table>

**B. Deliverable 1: Program Design and Implementation**

**Task 1:** Perform Intake for VHB applicants, which shall include the following components:
- Intake application processing
- Phone calls and/or in-person meetings with applicants
- Assist applicants with proper documentation
- Review and analyze submitted documentation
- Analyze for priority, if applicable

**Task 2:** Perform VHB Eligibility analysis which shall include the following components:
- Perform application authorizations
- Confirming ownership
- Confirming primary residence
- Identify priority status
- Perform damage assessment
- Identify tieback to disaster
- Income Certifications
- National Objectives Determination

**Task 3:** Perform Duplication of Benefits (DOB) analysis, which shall include the following components:
- Perform FEMA data analysis
- Perform SBA data analysis
- Perform NFIP data analysis
- Perform Private Insurance data analysis
- Perform Non-profits data analysis
- Perform other assistance analysis
- Analyze spent funds
- Verify funds were spent for their intended purpose
- Complete DOB review
- Complete DOB final worksheet
Task 4: Perform the Review and Approval of VHB applicants, which shall include the following components:
- Review applicant files for completeness
- Determine pre-disaster fair market value
- Determine final applicant eligibility/award amount
- Issue grant award to eligible applicant
- Applicant appeal process

Task 5: Complete the Environmental Review Record (ERR), which shall include the following components:
- Analyze applicant housing to determine proper ERR
- Inspection of property
- Complete tier 1 review
- Complete tier 2 review
- Complete and analyze lead-based paint testing
- Complete and analyze asbestos testing

Task 6: Perform Final Scope and Feasibility assessments, which shall include the following components:
- Revise scope for State Historic Preservation Office (SHPO) requirements
- Revise scope for lead-based paint mitigation
- Revise scope for asbestos mitigation
- Analyze for cost reasonableness and feasibility of the project
- Complete and review final inspection reports

Task 7: Complete the necessary Procurement and Closing activities which shall include the following components:
- Prepare statement of work for contractor bid
- Prepare and advertise procurement documents
- Review and respond to procurement questions
- Revise bid documents if necessary
- Review submissions and select contractor
- Conduct debarment check and contractor licensing
- Award bid
- Review and modify agreement and award amounts
- Closing coordination
- Prepare and receive escrow
- Execute agreement with contractor

C. Deliverable II: Homeowner Buyout and Incentives

Task 1: Complete the Homeowner Buyout and Incentive Program activities which shall include the following components:
- Property Appraisals
- Legal Services
- Conduct Title and lien searches
- Uniform Relocation Act (URA) compliance, when applicable
- Recording fees
- Perform homeowner buyout
- Perform homeowner incentives, if applicable
- Execute closing documents
D. Deliverable III: Demolition and Closeout

Task 1: Complete Demolition activities which shall include the following components:
- Notice to Proceed (NTP)
- Contractor obtains all permits
- Conduct inspections
- Conduct final walkthrough
- Process payments

Task 2: Complete grant agreement Closeout Packages which shall include the following components:
- Complete final inspection report
- Review project files prior to final closeout
- Compile closeout documentation

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3. DELIVERABLES:

The Subrecipient agrees to provide the following services as specified:

<table>
<thead>
<tr>
<th>Deliverable I</th>
<th>Minimum Level of Service (to submit for request for payment)</th>
<th>Financial Consequences</th>
</tr>
</thead>
</table>
| **Project Design and Implementation**  
Subrecipient shall complete an eligible deliverable task as detailed in Attachment A, Section 2., B. Above. | The Subrecipient shall be reimbursed upon completion of a minimum of one deliverable task per housing unit as detailed in Attachment A, Section 2., B., evidenced by invoices(s) noting completed tasks with supporting documentation (such as payroll, invoices from contractors, etc.) as applicable upon the approval from DEO along with the submission of both a monthly report and a quarterly report detailing the work completed in Deliverable I. The completion of the monthly and quarterly reports alone does not meet the minimum level of service required for payment. | Failure to perform the minimum level of service shall result in nonpayment for this deliverable for each payment request. |

<table>
<thead>
<tr>
<th>Deliverable II</th>
<th>Minimum Level of Service (to submit for request for payment)</th>
<th>Financial Consequences</th>
</tr>
</thead>
</table>
| **Homeowner Buyout and Incentives**  
Subrecipient shall complete an Eligible deliverable task as detailed in Attachment A, Section 2., C. above | The Subrecipient shall be reimbursed upon completion of a minimum of one project deliverable task as detailed in Attachment A, Section 2., C; evidenced by invoices(s) noting completed tasks with supporting documentation (such as payroll, invoices from contractors, etc.) as applicable upon the approval from DEO and along with the submission of both a monthly and quarterly report detailing the work completed in Deliverable II. The completion of the monthly and quarterly reports alone does not meet the minimum level of service required for payment. | Failure to perform the minimum level of service shall result in nonpayment for this deliverable for each payment request. |

<table>
<thead>
<tr>
<th>Deliverable III</th>
<th>Minimum Level of Service (to submit for request for payment)</th>
<th>Financial Consequences</th>
</tr>
</thead>
</table>
| **Demolition and Closeout**  
Subrecipient shall complete an Eligible deliverable task as detailed in Attachment A, Section 2., D. above | The Subrecipient shall be reimbursed upon completion of a minimum of one project deliverable task as detailed in Attachment A, Section 2., D; evidenced by invoices(s) noting completed tasks with supporting documentation (such as payroll, invoices from contractors, etc.) as applicable upon the approval from DEO and along with the submission of both a monthly and quarterly report. | Failure to perform the minimum level of service shall result in nonpayment for this deliverable for each payment request. |
**4. DEO Responsibilities:**

DEO shall receive and review the Deliverables and, upon DEO's acceptance of the Deliverables and receipt of the Subrecipient's pertinent invoices in compliance with the invoice procedures of this Agreement, DEO shall process payment to the Subrecipient in accordance with the terms and conditions of this Agreement.

DEO will administer and oversee the jurisdiction in which the program applies. DEO will be responsible for the following:


2. Provide updates of policies and procedures to the Subrecipient.

3. Approve the outreach campaign established by the Subrecipient that will target homeowners impacted by Hurricane Irma.

4. Approve the application process, application requirements, compliance requirements, and reporting methodology provided by the Subrecipient.

5. Review the detailed budget and measure actual cost versus projected cost on a monthly basis.

6. Review the progress made to date, the projected activities to be completed in the upcoming month, and any risks or issues identified for the delivery of the project as reported in the subrecipients required monthly and quarterly report.
## Attachment B – Project Budget Detail (Example)

<table>
<thead>
<tr>
<th>Activity/Project</th>
<th>National Objective</th>
<th>Beneficiaries</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>LMI</td>
<td>SLB &amp; URGENT</td>
<td>VLI</td>
</tr>
<tr>
<td>1. Land &amp; Structure Buyout</td>
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<tr>
<td>Appraisal</td>
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<tr>
<td>Environmental Review</td>
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<td>Legal Services</td>
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<td>Title Services</td>
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<td>Inspection</td>
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<tr>
<td>Permitting</td>
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<tr>
<td>2. Demolition</td>
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<tr>
<td>3. Audit &amp; Closeout</td>
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<tr>
<td>4. Administration</td>
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<tr>
<td>Application Development</td>
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<tr>
<td>Policies &amp; Procedures</td>
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<tr>
<td>Development</td>
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<tr>
<td>Develop Underwriting Criteria</td>
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<tr>
<td>Implement Public Outreach</td>
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<tr>
<td>Source of Other Funds</td>
<td>Amount</td>
<td></td>
<td></td>
</tr>
<tr>
<td>----------------------</td>
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<td></td>
</tr>
<tr>
<td>1. Leveraged Funding</td>
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<tr>
<td>2. Match</td>
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<tr>
<td>3.</td>
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<td>4.</td>
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</tbody>
</table>

*Show the sources and amounts of Other Funds needed to complete the project below, including local funds, grants from other agencies and program income.*
# Attachment C – Activity Work Plan (Example)

<table>
<thead>
<tr>
<th>Subrecipient</th>
<th>Activity</th>
<th>Project Budget</th>
<th>Modification Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Number</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Start Date</th>
<th>End Date</th>
<th>Describe Proposed Action to be Completed by the “End Date.”</th>
</tr>
</thead>
<tbody>
<tr>
<td>(month/year)</td>
<td>(month/year)</td>
<td><em>Examples of Actions:</em> Procure Administrator or Engineer, Complete Environmental Review and Obtain Release of Funds; Request Wage Decision, Complete and Submit Design and Specifications, Advertise for and Open Bids, Issue Notice to Proceed, Construction Completion (33, 66, and 100 percent or 25, 50, 75, and 100 percent), Complete Construction Procurement Process, Advertise Availability of Housing Rehabilitation Funds, Complete Rankings of Homes per HAP, Number of Houses Rehabilitated and Submit Closeout Package to DEO.</td>
</tr>
</tbody>
</table>

| Estimated Units to be Completed by the “End Date” | Estimated Funds to be Requested by the “End Date” |
Attachment D – Program and Special Conditions

Program Conditions

1. The Subrecipient shall demonstrate that progress is being made in completing project activities in a timely fashion pursuant to the activity work plan. If the Subrecipient does not comply with the activity work plan schedule, a justification for the delay and a plan for timely accomplishment shall be submitted to DEO within 21 calendar days of receiving DEO’s request for justification for the delay. Any project for which the Subrecipient has not completed the activities listed in the Activity Work Plan may be rescinded unless DEO agrees that the Subrecipient has provided adequate justification for the delay.

2. The Subrecipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the budget/activity line items as defined in the Project Detail Budget and Activity Work Plan.

3. The Subrecipient shall request DEO’s approval for all professional services contracts and/or agreements that will be reimbursed with CDBG-DR funds. Copies of the following procurement documents must be provided to DEO for review:
   a. When publication of a Request for Proposal (RFP) is used as a means of solicitation, a copy of the advertisement, including an affidavit of publication;
   b. DEO will either approve the procurement or notify the Subrecipient that the procurement cannot be approved because it violates State, Federal or local procurement guidelines. The Subrecipient shall notify DEO in writing no later than 90 calendar days from the effective date of this agreement if it will not be procuring any professional services or if it will be using non-CDBG-DR funds to pay for professional services.

4. Prior to the obligation or disbursement of any funds, except for administrative expenses and not to exceed $5000, the Subrecipient shall complete the following:
   a. Submit for DEO’s approval the documentation required in paragraph 3 above for any professional services contract. The Subrecipient proceeds at its own risk if more than the specified amount is incurred before DEO approves the procurement. If DEO does not approve the procurement of a professional services contract, the local government will not be able to use CDBG-DR funds for that contract beyond $5,000.
   b. Comply with 24 C.F.R. part 58 and the regulations implementing the National Environmental Policy Act, 40 C.F.R. §§ 1500-1508. When the Subrecipient has completed the environmental review process, it shall submit a Request for Release of Funds and Certification. DEO will issue an Authority to Use Grant Funds (form HUD-7015.16) when this condition has been fulfilled to the satisfaction of DEO. If DEO has not issued an Authority to use Grant Funds within 15 days of Subrecipient's submission of the required documentation, DEO shall provide the Subrecipient a written update regarding the status of the review process. SUBRECIPIENT SHALL NOT BEGIN CONSTRUCTION BEFORE DEO HAS ISSUED THE “AUTHORITY TO USE GRANT FUNDS.”

5. The Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601-4655; hereinafter, the “URA”), implementing regulations at 24 C.F.R. part 42, 49 C.F.R. part 24 and 24 C.F.R. § 570.606(b), the requirements of 24 C.F.R. § 42.325 – 42.350 governing the Residential Anti-displacement and Relocation Assistance Plan under
section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. § 5304(d)), and the requirements in 24 C.F.R. § 570.606(d), governing optional relocation assistance policies.

6. If the Subrecipient undertakes any activity subject to the URA, the Subrecipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including a notice to property owners of his or her rights under the URA, an invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that DEO can determine whether remedial action may be needed. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 C.F.R. § 570.606(b)(2), that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project.

7. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions);
   Section 3 Participation Report (Construction Prime Contractor); Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor), (if applicable); and Section 3 Participation Report (Construction Subcontractor), (if applicable).

8. In addition, each construction contract or agreement for new or replacement housing must contain language that requires the contractor to meet the Green Building Standard for Replacement and New Construction of Residential Housing, as defined in the Allocation notice published in the Federal Register Volume 81, Number 224 on Monday, November 21, 2016.

9. For each Request for Funds (RFF) that includes reimbursement of construction costs, the Subrecipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by DEO, signed by the contractor and inspection engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by DEO. For each RFF that includes construction costs, the Subrecipient shall provide a copy of AIA form G702, or a comparable form approved by DEO, if applicable, signed by the contractor and the local building inspector or housing specialist and a copy of form G703, or a comparable form approved by DEO, if applicable.

10. For each project, when the Subrecipient issues the Notice to Proceed to the contractor(s), copies of the following documents shall be sent to DEO:
   a. Notice to Proceed;
   b. The contractor's performance bond (100 percent of the contract price); and
   c. The contractor's payment bond (100 percent of the contract price).

11. The Subrecipient shall undertake an activity each quarter to affirmatively further fair housing pursuant to 24 C.F.R. § 570.487(b)(4).

12. The CDBG-DR portion of the cost of post-administrative closeout audits.

13. The Subrecipient shall ensure that a deed restriction is recorded on any real property or facility, excluding easements, acquired with CDBG-DR funds. This restriction shall limit the use of that real property or facility to the use stated in the subgrant application and that title shall remain in the name of the Subrecipient. Such deed restriction shall be made a part of the public records in the Clerk of Court of the
county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 C.F.R. § 570.505. Any future change of use of real property shall be in accordance with 24 C.F.R. § 570.489(g).


15. Pursuant to section 102(b), Public Law 101-235, 42 U.S.C. § 5345, the Subrecipient shall update and submit Form HUD 2880 to DEO within thirty (30) calendar days of the Subrecipient’s knowledge of changes in situations which would require that updates be prepared. The Subrecipient must disclose:
   a. All developers, contractors, consultants and engineers involved in the application or in the planning, development or implementation of the project or CDBG-DR-funded activity; and
   b. Any person or entity that has a financial interest in the project or activity that exceeds $50,000 or 10 percent of the grant, whichever is less.

16. If required, the Subrecipient shall submit a final Form HUD 2880, to DEO with the Subrecipient’s request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.

17. Conflicts of interest relating to procurement shall be addressed pursuant to 24 C.F.R. § 570.489(g). Title 24 C.F.R. § 570.489(h) shall apply in all conflicts of interest not governed by 24 C.F.R. § 570.489(g), such as those relating to the acquisition or disposition of real property; CDBG-DR financial assistance to beneficiaries, businesses or other third parties; or any other financial interest, whether real or perceived. Additionally, the Subrecipient agrees to comply with, and this Agreement is subject to, Chapter 112 P.S.

18. Any payment by the Subrecipient using CDBG-DR funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by DEO prior to distribution of the funds. Should the Recipient fail to obtain DEO pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG-DR funds.

19. The Subrecipient shall take photographs or video of all activity locations prior to initiating any construction. As the construction progresses, additional photography or videography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to DEO with the administrative closeout package for this Agreement.

20. If an activity is designed by an engineer, architect or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.

Attachment E – State and Federal Statutes, Regulations, and Policies

The CDBG-DR funds available to the Subrecipient through this agreement constitute a subaward of the DEO’s Federal award under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. This agreement includes terms and conditions of the DEO’s Federal award.
that are imposed on the Subrecipient and the Subrecipient agrees to carry out its obligations in compliance with all of the obligations described in this agreement.

The Subrecipient agrees to, and, by signing this Agreement, certifies that, it will comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 CFR part 570, as modified by the Federal Register notices that govern the use of CDBG-DR funds available under this agreement. These Federal Register notices include, but are not limited to, Federal Register Guidance (82 FR 5591 & 82 FR 36812 and 81 FR 83254). Notwithstanding the foregoing, (1) the Subrecipient does not assume any of DEO’s responsibilities for environmental review, decision-making and action, described in 24 CFR part 58 and (2) the Subrecipient does not assume any of DEO’s responsibilities for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient shall also comply with all other applicable Federal, state and local laws, regulations and policies that govern the use of the CDBG-DR funds in complying with its obligations under this agreement, regardless of whether CDBG-DR funds are made available to the Subrecipient on an advance or reimbursement basis.

The Subrecipient also agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available. The Subrecipient further agrees to comply with all other applicable Federal, State and local laws, regulations and policies governing the funds provided under this Agreement, including, but not limited to the following:

I. State of Florida Requirements
State of Florida Requirements are stated throughout this Agreement and Attachments thereto.

II. Audits, Inspections, and Monitoring
1. Single Audit
The Subrecipient must be audited as required by 2 CFR part 200, subpart F when it is expected that the Subrecipient’s Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

2. Inspections and Monitoring
The Subrecipient shall permit DEO and auditors to have access to the Subrecipient’s records and financial statements as necessary for DEO to meet the requirements of 2 CFR part 200.

The Subrecipient must submit to monitoring of its activities by DEO as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this Agreement.

This review must include: (1) reviewing financial and performance reports required by the DEO; (2) following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from DEO detected through audits, on-site reviews, and other means; and (3) issuing a management decision for audit findings pertaining to this Federal award provided to the Subrecipient from DEO as required by 2 CFR §200.521.

3. Corrective Actions
The Subrecipient shall be subject to reviews and audits by DEO, including onsite reviews of the Subrecipient as may be necessary or appropriate to meet the requirements of 42 U.S.C. 5304(c)(2). DEO may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. DEO may require the Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, DEO may impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.
III. Drug-Free Workplace

IV. Procurement and Contractor Oversight
The Subrecipient shall comply with the procurement standards in 2 CFR §200.318 - §200.326 when procuring property and services under this agreement. The Subrecipient shall impose the Subrecipient’s obligations under this agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

The Subrecipient must comply with CDBG regulations regarding debarred or suspended entities at [insert 24 CFR 570.609 or 24 CFR 570.489(j) as appropriate]. CDBG funds may not be provided to excluded or disqualified persons.

The Subrecipient shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this Agreement.

V. Property Standards
Real property acquired by the Subrecipient under this agreement shall be subject to 24 CFR 570.489(j) and 24 CFR 570.200(j). The Subrecipient shall also comply with the Property Standards at 2 CFR 200.310, 2 CFR 200.312, 2 CFR 200.314 through 2 CFR 200.316. The Subrecipient shall also comply with 2 CFR 200.313 Equipment, except that when the equipment is sold, the proceeds shall be program income and equipment not needed by the Subrecipient for activities under this agreement shall be transferred to DEO for its CDBG-DR program or shall be retained after Subrecipient appropriately compensates DEO.

The Subrecipient shall also comply with the Property Standards in 2 CFR 200.310 through 2 CFR 200.316, except to the extent they are inconsistent with 24 CFR 570.200(j) and 24 CFR 570.489(j), in which case Subrecipient shall comply with 24 CFR 570.200(j) and 24 CFR 570.489(j), except to the extent that proceeds from the sale of equipment are program income and subject to the program income requirements under this agreement, pursuant to 24 CFR 570.489(e)(1)(ii).

VI. Federal Funding Accountability and Transparency Act (FFATA)
The Subrecipient shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The Subrecipient must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System (DUNS) number. The Subrecipient must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

VII. Relocation and Real Property Acquisition
The Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), 42 USC 4601 – 4655, 49 CFR part 24, 24 CFR part 42, and 24 CFR 570.606. In addition to other URA requirements, these regulations (49 CFR § 24.403(d)) implement Section 414 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC § 5181, which provides that "Notwithstanding any other provision of law, no person otherwise eligible for any kind of replacement housing payment under the URA shall be denied such eligibility as a result of his being unable, because of a
major disaster as determined by the President, to meet the occupancy requirements set by such Act”.

VIII. **Nondiscrimination**

1. **24 CFR part 6**

The Subrecipient will comply with 24 CFR part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion 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 Federal financial assistance. The Subrecipient will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCHA makes these requirements applicable to programs or activities funded in whole or in part with CDBG-DR funds. Thus, the Subrecipient shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

2. **Architectural Barriers Act and the Americans with Disabilities Act**

The Subrecipient shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed or altered with funds allocated or reallocated under this part after December 11, 1995 and meets the definition of “residential structure” as defined in 24 CFR 40.2 or the definition of “building” as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

3. **State and Local Nondiscrimination Provisions**

The Subrecipient must comply with the Florida Small and Minority Business Assistance Act (§§ 288.703-288.706, F.S.);

Title VI of the Civil Rights Act of 1964 (24 CFR part 1)

(i) **General Compliance**

The Subrecipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P.L, 88-352), as amended. No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. The Subrecipient shall not intimidate, threaten, coerce or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or because he has made a complaint, testified, assisted or participated in any manner in an investigation, proceeding or hearing under 24 CFR part 1. The identity of complainants shall be kept...
confidential except to the extent necessary to carry out the purposes of 2 CFR part 1, including the conduct of any investigation, hearing or judicial proceeding arising thereunder.

(ii) Assurances and Real Property Covenants:
As a condition to the approval of this Agreement and the extension of any Federal financial assistance, the Subrecipient assures that the program or activities described in this Agreement will be conducted and the housing, accommodations, facilities, services, financial aid or other benefits to be provided will be operated and administered in compliance with all requirements imposed by or pursuant to this part 1.
If the Federal financial assistance under this Agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, the Subrecipient's assurance herein shall obligate the Subrecipient or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases, the assurance shall obligate the Subrecipient for the period during which Federal financial assistance is extended pursuant to the contract or application. This assurance gives DEO and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with Federal financial assistance under this Agreement or acquired with CDBG-DR funds and provided to the Subrecipient Under this Agreement, the instrument effecting any disposition by the Subrecipient of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If the Subrecipient receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the program receiving such assistance, the nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

Affirmative Action

(iii) Approved Plan
The Subrecipient agrees that it shall carry out pursuant to the DEO's specifications an Affirmative Action Program in compliance with the President's Executive Order 11246 of September 24, 1966, as amended, and implementing regulations at 42 CFR 60. DEO shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the release of funds under this agreement.

(iv) Women- and Minority-Owned Businesses (W/MBE)
The Subrecipient shall take the affirmative steps listed in 2 CFR 200.321(b)(1) through (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible when the Subrecipient procures property or services under this Agreement.

(v) Notifications
The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(vi) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement
The Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

IX. Labor and Employment

1. Labor Standards
The Subrecipient shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this Agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 3141, et seq.) and 29 CFR part 1, 3, 5, 6 and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The Subrecipient shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall promptly be made available to DEO for review upon request.

X. Section 3 of the Housing and Urban Development Act of 1968

1. A low-income person, as this term is defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 percent of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher and or lower than 80 percent of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low—income families; or (ii) A very low-income person, as this term is defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 percent of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 percent of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

2. Compliance

The Subrecipient shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR part 135. The Subrecipient shall include the following “Section 3 clause” at 24 CFR 135.38 in every “Section 3 covered contract” (as defined in 24 CFR 135.5).

A. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

C. The Subrecipient will require its contractors to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
D. The Subrecipient will require its contractors to include a materially similar Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Subrecipient will require its contractors to not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The Subrecipient will require its contractors to certify any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor’s obligations under 24 CFR part 135. Noncompliance with HUD’s regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

F. Noncompliance with HUD’s regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

3. Recipients of HUD federal financial assistance shall meet the following hiring and contract numerical goals to achieve compliance with Section 3 as found at 24 CFR 135.30 (Numerical goals for meeting the greatest extent feasible requirement.).

(3) Recipients of Section 3 covered community development assistance, and their contractors and subcontractors (unless the contract or subcontract awards do not meet the threshold specified in Section 135.3(a)(3)) may demonstrate compliance with the requirements of this part by committing to employ Section 3 residents as:

(i) 10 percent of the aggregate number of new hires for the one-year period beginning in FY 1995;

(ii) 20 percent of the aggregate number of new hires for the one-year period beginning in 1996; and

(iii) 30 percent of the aggregate number of new hires for the one-year period beginning in FY 1997 and continuing thereafter.

(c) Contracts. Numerical goals set forth in paragraph (c) of this section apply to contracts awarded in connection with all Section 3 covered projects and Section 3 covered activities. Each recipient and contractor and subcontractor (unless the contract or subcontract awards do not meet the threshold specified in Section 135.3(a)(3)) may demonstrate compliance with the requirements of this part by committing to award to Section 3 business concerns:

(1) At least 10 percent of the total dollar amount of all Section 3 covered contracts for building trades work for maintenance, repair, modernization or development of public or Indian housing, or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and

(2) At least three

(3) percent of the total dollar amount of all other Section 3 covered contracts.

37
XI. Conduct

1. Hatch Act

The Subrecipient shall comply with the Hatch Act, 5 USC 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

Conflict of Interest

In the procurement of supplies, equipment, construction and services pursuant to this agreement, the Subrecipient shall comply with the conflict of interest provisions in the DEO's procurement policies and procedures. In all cases not governed by the conflict of interest provisions in the DEO's procurement policies and procedures, the Subrecipient shall comply with the conflict of interest provisions in 24 CFR 570.489(h).

Lobbying Certification

The Subrecipient hereby certifies that:

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

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

(iii) The language of paragraph (a) through (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

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

XII. Religious Activities

The Subrecipient agrees that funds provided under this agreement shall not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction or proselytization.

XIII. Environmental Conditions

1. Prohibition on Choice Limiting Activities Prior to Environmental Review

The Subrecipient must comply with the limitations in 24 CFR 58.22 even though the Subrecipient is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision-making and action (see 24 CFR part 58) and is not delegated the DEO's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity. If DEO has not issued an Authority to Use Grant
Funds within 15 days of Subrecipient’s submission of the required documentation, DEO shall provide the Subrecipient a written update regarding the status of the review process.

**Air and Water**
The Subrecipient shall comply with the following requirements insofar as they apply to the performance of this agreement:

- Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93); and
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder.

**Flood Disaster Protection**
The Subrecipient shall comply with the mandatory flood insurance purchase requirements of Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 USC 4012a. Additionally, the Subrecipient shall comply with Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a), which includes a prohibition on the provision of flood disaster assistance, including loan assistance, to a person for repair, replacement or restoration for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property. Section 582 also includes a responsibility to notify property owners of their responsibility to notify transferees about mandatory flood purchase requirements. More information about these requirements is available in the Federal Register notices governing the CDBG-DR award and listed at the beginning of this Attachment.

**Lead-Based Paint**
The Subrecipient shall follow DEO approved procedures with respect to CDBG assistance that fulfill the objectives and requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this title.

**Historic Preservation**
The Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, codified in title 54 of the United States Code, and the procedures set forth in 36 CFR part 800 insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state or local historic property list.
Attachment F – Civil Rights Compliance

Fair Housing

As a condition for the receipt of CDBG-DR funds, the Subrecipient must certify that it will "affirmatively further fair housing" in its community. The Subrecipient shall demonstrate its commitment to affirmatively further fair housing by implementing the actions listed below.

The Subrecipient shall:

1) Have in place a fair housing resolution or ordinance that covers all Federally protected classes (race, color, familial status, handicap, national origin, religion and sex);
2) Designate an employee as the Fair Housing Coordinator who is available during regular business hours to receive fair housing calls;
3) Publish the Fair Housing Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask fair housing questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website;
4) Establish a system to record the following for each fair housing call:
   a) The nature of the call,
   b) The actions taken in response to the call,
   c) The results of the actions taken and
   d) If the caller was referred to another agency, the results obtained by the referral agency;
5) Conduct at least one fair housing activity each quarter. Identical activities (see examples below) shall not be conducted in consecutive quarters; and
6) Display a fair housing poster in the CDBG-DR Office. (This does not count as a fair housing activity.)

The Subrecipient shall ensure that the fair housing contact person has received training so that he/she can handle fair housing phone inquiries or refer the inquiries to the appropriate people/agencies. Records maintained by the contact will help the community do the following:

- Define where discriminatory practices are occurring,
- Help the community measure the effectiveness of its outreach efforts, and
- Provide the community with a means to gain information that can be used to design and implement strategies that will eliminate fair housing impediments.

Examples of fair housing activities include the following:

- Making fair housing presentations at schools, civic clubs and neighborhood association meetings;
- Conducting a fair housing poster contest or an essay contest;
- Manning a booth and distributing fair housing materials at libraries, health fairs, community events, yard sales and church festivals; and
- Conducting fair housing workshops for city/county employees, realtors, bank and mortgage company employees, insurance agents and apartment complex owners.

Printing a fair housing notice on a utility bill is no longer accepted as a fair housing activity; however, mailing a DEO-approved fair housing brochure as an insert with utility bills will be accepted as an activity. Placing posters in public buildings does not meet the requirement for a fair housing activity.

The Subrecipient shall document its fair housing activities by keeping photographs, newspaper articles, sign-in sheets and copies of handouts in their CDBG-DR project file and include information about the activities in the comment section of each quarterly report.
Equal Employment Opportunity

As a condition for the receipt of CDBG-DR funds, the Subrecipient must certify that it and the contractors, subcontractors, subrecipients and consultants that it hires with CDBG-DR funds will abide by the Equal Employment Opportunity (EEO) Laws of the United States. The Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each Subrecipient shall:
1) Have in place an equal employment opportunity resolution or ordinance that protects its applicants and employees and the applicants and employees of its contractors, subcontractors, subrecipients and consultants from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral and other aspects of employment, on the basis of race, color, religion, sex, national origin, disability, age or genetics;
2) Designate an employee as the EEO Coordinator who is available during regular business hours to receive EEO calls;
3) Publish the EEO Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient’s jurisdiction so that people know who to call to ask EEO questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
4) Establish a system to record the following for each EEO call:
   a) The nature of the call,
   b) The actions taken in response to the call and
   c) The results of the actions taken;

Each Subrecipient shall maintain a list of certified minority-owned business enterprises (MBE) and women-owned business enterprises (WBE) that operate in its region. The Subrecipient shall use this list to solicit companies to bid on CDBG-DR-funded construction activities and shall provide a copy of the list to the prime contractor(s) to use when it hires subcontractors and consultants. The Department of Management Services maintains a list of certified minority- and women-owned businesses that can be used to develop a local MBE/WBE list at the following website: https://osd.dms.myflorida.com/directories.

Section 504 and the Americans with Disabilities Act (ADA)

As a condition for the receipt of CDBG-DR funds, the Subrecipient must certify that it provides access to all federally funded activities to all individuals, regardless of handicap. The Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

The Subrecipient shall:
1) Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who:
   a) Has a physical or mental impairment which substantially limits one or more major life activities,
   b) Has a record of such an impairment, or,
   c) Is regarded as having such an impairment;
2) Designate an employee as the Section 504/ADA Coordinator who is available during regular business hours to receive Section 504/ADA calls;
3) Publish the Section 504/ADA Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask Section 504/ADA questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
4) Establish a system to record the following for each Section 504/ADA call:
   a) The nature of the call,
   b) The actions taken in response to the call and
   c) The results of the actions taken.

Section 504 prohibitions against discrimination (see 45 C.F.R. part 84) apply to service availability, accessibility, delivery, employment and the administrative activities and responsibilities of organizations
receiving Federal financial assistance. A Subrecipient of Federal financial assistance may not, on the basis of
disability:

- Deny qualified individuals the opportunity to participate in or benefit from Federally funded programs,
  services or other benefits,
- Deny access to programs, services, benefits or opportunities to participate as a result of physical
  barriers, or
- Deny employment opportunities, including hiring, promotion, training and fringe benefits, for which
  they are otherwise entitled or qualified.

The ADA regulations (Title II, 28 C.F.R. part 35, and Title III, 28 C.F.R. part 36) prohibit discrimination
on the basis of disability in employment, State and local government, public accommodations, commercial
facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or
have a relationship or association with an individual with a disability.

Title II covers all activities of state and local governments regardless of the government entity’s size or
receipt of Federal funding. Title II requires that State and local governments give people with disabilities an
equal opportunity to benefit from all of their programs, services and activities (e.g. public education,
employment, transportation, recreation, health care, social services, courts, voting and town meetings). State
and local governments are required to follow specific architectural standards in the new construction and
alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older
buildings, and communicate effectively with people who have hearing, vision or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately
operated entities offering certain types of courses and examinations, privately operated transportation and
commercial facilities. Public accommodations are private entities who own, lease, lease to or operate facilities
such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors’ offices,
homless shelters, transportation depots, zoos, funeral homes, day care centers and recreation facilities
including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered
by Title III.

Section 3 - Economic Opportunities for Low- and Very Low-Income Persons
The Subrecipient shall encourage its contractors to hire qualified low- and moderate-income residents for any
job openings that exist on CDBG-DR-funded projects in the community. The Subrecipient and its contractors
shall keep records to document the number of low- and moderate-income people who are hired to work on
CDBG-DR-funded projects. The number of low- and moderate-income residents who are hired to work of
the project shall be reported in the comment section of the quarterly report.

The following clause from 24 C.F.R. § 135.38 is required to be included in CDBG-DR-funded contracts
of $100,000 or more.

Section 3 Clause
A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing
and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of
Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance
or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-
and very low-income persons, particularly persons who are Subrecipients of HUD assistance for housing.
B. The Parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. part 135.

F. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
Civil Rights Regulations

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it will abide by the following Federal laws and regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex or national origin;
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
4. 24 C.F.R. § 570.487(b) – Affirmatively Furthering Fair Housing;
5. 24 C.F.R. § 570.490(b) – Unit of general local government's record;
6. 24 C.F.R. § 570.606(b) – Relocation assistance for displaced persons at URA levels;
7. Age Discrimination Act of 1975;
8. Executive Order 12892 – Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing;
9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of or subjected to discrimination under any program or activity receiving CDBG-DR funds because of race, color, religion, sex or national origin;
10. Section 504 of the Rehabilitation Act of 1973 and 24 C.F.R. part 8, which prohibits discrimination against people with disabilities;
11. Executive Order 11063 – Equal Opportunity in Housing;
12. Executive Order 11246 – Equal Employment Opportunity; and

I hereby certify that Monroe County shall comply with all of the provisions and Federal regulations listed in this attachment.

By: [Signature] Date: June 2, 2020

Name: Roman Gastesi
Title: County Administrator

Monroe County Attorney
Approved as to Form:
Christine Lumbert-Barnowe
Assistant County Attorney
Date: 5/25/20

44
Attachment G – Reports

The following reports must be completed and submitted to DEO in the time frame indicated below. Failure to timely file these reports constitutes an Event of Default, as defined in Paragraph (10) Default, of this Agreement.

1. A Monthly Progress Report must be submitted to DEO on forms to be provided by DEO ten (10) calendar days after the end of each month.

2. A Quarterly Progress Report, must be submitted to DEO on forms to be provided by DEO no later than the tenth day of every April, July, October, and January.

3. A Contract and Subcontract Activity form, Form HUD-2516, currently available at http://www.frules.org/Gateway/reference.asp?No=Ref-05360; which is incorporated herein by reference, must be submitted by April 15 and October 15 each year through the DEO’s SERA reporting system. The form must reflect all contractual activity for the period, including Minority Business Enterprise and Woman Business Enterprise participation. If no activity has taken place during the reporting period, the form must indicate “no activity”.

The Subrecipient shall closeout its use of the CDBG-DR funds and its obligations under this Agreement by complying with the closeout procedures in 2 CFR § 200.343. Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to DEO) and determining the custodianship of records.

Notwithstanding the terms of 2 CFR 200.343, upon the expiration of this Agreement, the Subrecipient shall transfer to the recipient any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Further, any real property under the Subrecipient’s control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the Subrecipient in the form of a loan) shall be treated in accordance with 24 CFR 570.503(b)(7).

4. In accordance with 2 C.F.R. part 200, should the Subrecipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with 2 C.F.R. part 200 and submitted to DEO no later than nine months from the end of the Subrecipient’s fiscal year. If the Subrecipient did not meet the audit threshold, an Audit Certification Memo must be provided to DEO no later than nine months from the end of the Subrecipient’s fiscal year.

5. A copy of the Audit Compliance Certification form, Attachment K, must be emailed to audit@deo.myflorida.com within sixty (60) calendar days of the end of each fiscal year in which this subgrant was open.

6. The Section 3 Summary Report, form HUD-60002, must be completed and submitted through DEO’s SERA reporting system by July 31, annually. The form must be used to report annual accomplishments regarding employment and other economic opportunities provided to persons and businesses that meet Section 3 requirements.
7. Request for Funds must be submitted as required by DEO and in accordance with the *Project Description and Deliverables; Project Narrative, Project Budget Detail and Activity Work Plan.*

8. All forms referenced herein are available online or upon request from DEO's grant manager for this Agreement.
Attachment H – Warranties and Representations

Financial Management
The Subrecipient’s financial management system must comply with the provisions of 2 C.F.R. part 200 (and particularly 2 C.F.R. 200.302 titled “Financial Management”), Section 218.33, P.S., and include the following:

(1) Accurate, current and complete disclosure of the financial results of this project or program.
(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
(3) Effective control over and accountability for all funds, property and other assets. The Subrecipient shall safeguard all assets and assure that they are used solely for authorized purposes.
(4) Comparison of expenditures with budget amounts for each Request for Funds (RF). Whenever appropriate, financial information should be related to performance and unit cost data.
(5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the 2 C.F.R. part 200 (and particularly 2 C.F.R. 200 Subpart E titled “Costs Principles”) and the terms and conditions of this Agreement.
(6) Cost accounting records that are supported by backup documentation.

Competition
All procurement transactions must follow the provisions of 2 C.F.R. §§ 200.318-200.326 and be conducted in a manner providing full and open competition. The Subrecipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids or requests for proposals shall be excluded from competing for such procurements. Awards must be made to the responsible and responsive bidder or offeror whose proposal is most advantageous to the program, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Subrecipient. Any and all bids or offers may be rejected if there is a sound, documented reason.

Codes of Conduct
The Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer or agent shall participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in a tangible personal benefit from a firm considered for a contract. The officers, employees and agents of the Subrecipient shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of the standards by officers, employees or agents of the Subrecipient. (See 2 C.F.R. § 200.318(c)(1).)

Business Hours
The Subrecipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. “Reasonable” shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting
All contractors or employees hired by the Subrecipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Subrecipient.
Attachment I – Audit Requirements

The administration of resources awarded by DEO to the Subrecipient may be subject to audits and/or monitoring by DEO as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200 Subpart F (Audit Requirements) and Section 215.97, F.S., as revised (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by 2 CFR part 200, as revised, and/or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by DEO. In the event DEO determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by DEO staff to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the Subrecipient is a State or local government or a non-profit organization as defined in 2 CFR 200, as revised.

1. In the event that the Subrecipient expends $750,000 or more in federal awards in its fiscal year, the Subrecipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200 Subpart F (Audit Requirements), as revised. In determining the federal awards expended in its fiscal year, the Subrecipient shall consider all sources of federal awards, including federal resources received from DEO. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR 200 Subpart F (Audit Requirements), as revised. An audit of the Subrecipient conducted by the Auditor General in accordance with the provisions of 2 CFR 200 Subpart F (Audit Requirements), as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200 Subpart F (Audit Requirements), as revised.

3. If the Subrecipient expends less than $750,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR 200 Subpart F (Audit Requirements), as revised, is not required. In the event that the Subrecipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200 Subpart F (Audit Requirements), as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Subrecipient resources obtained from other than federal entities).

4. Although 2 CFR 200 Subpart F (Audit Requirements) does not apply to commercial (for-profit) organizations, the pass-through entity has an obligation to ensure that for-profit subrecipients that expend $750,000 or more in federal awards must comply with federal awards guidelines (see 2 CFR 200.501(b)). Additionally, for-profit entities may be subject to certain specific audit requirements of individual federal grantor agencies.
PART II: STATE FUNDED

This part is applicable if the Subrecipient is a non-state entity as defined by Section 215.97(2), F.S.

1. In the event that the Subrecipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such Subrecipient, the Subrecipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the Subrecipient shall ensure that the audit complies with the requirements of Section 215.97(8), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the Subrecipient expends less than $750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. In the event that the Subrecipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the non-state entity’s resources (i.e., the cost of such an audit must be paid from the Subrecipient’s resources obtained from other than State entities).

PART III: OTHER AUDIT REQUIREMENTS

(Note: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity’s policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), F.S., State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, F.S. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION

1. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with 2 CFR 200 Subpart F (Audit Requirements), as revised, and required by PART I of this Exhibit Agreement shall be submitted by or on behalf of the Subrecipient directly to each of the following at the address indicated:
A. Department of Economic Opportunity
Financial Monitoring and Accountability (FMA)
The copy submitted to the FMA section should be sent via email to: FMA-RWB@deo.myflorida.com

B. The Federal Audit Clearinghouse designated in 2 CFR 200 Subpart F (Audit Requirements), as revised, electronically at: https://harvester.census.gov/facweb/

2. Copies of audit reports for audits conducted in accordance with 2 CFR 200 Subpart F (Audit Requirements), as revised, and required by Part I (in correspondence accompanying the audit report, indicate the date that the Subrecipient received the audit report); copies of the reporting package described in Section .512(c), 2 CFR 200 Subpart F (Audit Requirements), as revised, and any management letters issued by the auditor; copies of reports required by Part II of this Exhibit must be sent to DEO at the addresses listed in paragraph three (3) below.

3. Copies of financial reporting packages required by PART II of this Agreement shall be submitted by or on behalf of the Subrecipient directly to each of the following:

A. DEO at the following address:

Electronic copies: Audit@deo.myflorida.com

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, FL 32399-1450

Email Address: flaudgen_localgovt@aud.state.fl.us

4. Any reports, management letter or other information required to be submitted to DEO pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200 Subpart F, 215.97 F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients and subrecipients, when submitting financial reporting packages to DEO for audits done in accordance with Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient/subrecipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of six (6) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, the Chief Financial Officer (CFO) or Auditor General access to such records upon request. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the
end of the controlling period as identified above, whichever is longer. The Subrecipient shall ensure that audit working papers are made available to DEO, or its designee, CFO or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO.
Exhibit 1 to Attachment I – Funding Sources

Federal Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following:

Federal Awarding Agency: U.S. Department of Housing and Urban Development
Federal Funds Obligated to Subrecipient: $15,000,000.00
Catalog of Federal Domestic Assistance Title: Community Development Block Grants/State’s Program and Non-Entitlement Grants in Hawaii
Catalog of Federal Domestic Assistance Number: 14.228
Project Description:
This is not a research and development award.

The purpose of Rebuild Florida’s CDBG-DR Voluntary Home Buyout Program is to acquire properties that are in a Special Flood Hazard Area (SFHA), and in high-risk flood areas to help reduce the impact of future disasters, and to assist property owners to relocate outside the threat of flooding.

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:
Federal Program
1. The Subrecipient shall perform its obligations in accordance with Sections 290.0401-290.048, F.S.
2. The Subrecipient shall perform its obligations in accordance with 24 C.F.R. §§ 570.480 – 570.497.
3. The Subrecipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
4. The Subrecipient shall perform the obligations in accordance with chapter 73C-23.0051(1) and (3), F.A.C.
5. The Subrecipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of the Subrecipient’s Notice of Subgrant Award/Fund Availability (NFA).

State Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following:
N/A

Matching Resources for Federal Programs: N/A

Subject to Section 215.97, Florida Statutes: N/A

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows: N/A

NOTE: Title 2 C.F.R. § 200.331 and Section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 and the Notice of Subgrant Award/Fund Availability be provided to the Subrecipient.
attachment J – Audit Compliance Certification

Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@deo.myflorida.com.

<table>
<thead>
<tr>
<th>Subrecipient:</th>
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<tbody>
<tr>
<td>FEIN:</td>
<td>Subrecipient’s Fiscal Year:</td>
</tr>
<tr>
<td>Contact Name:</td>
<td>Contact’s Phone:</td>
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<tr>
<td>Contact’s Email:</td>
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</tbody>
</table>

1. Did the Subrecipient expend state financial assistance, during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and the Department of Economic Opportunity (DEO)?  
☐ Yes  ☐ No  
If the above answer is yes, answer the following before proceeding to item 2.
 Did the Subrecipient expend $750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year?  
☐ Yes  ☐ No  
If yes, the Subrecipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of Section 215.97, Florida Statutes and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did the Subrecipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and DEO?  
☐ Yes  ☐ No  
If the above answer is yes, also answer the following before proceeding to execution of this certification:
 Did the Subrecipient expend $750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year?  
☐ Yes  ☐ No  
If yes, the Subrecipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 C.F.R. part 200, subpart F, as revised.

By signing below, I certify, on behalf of the Subrecipient, that the above representations for items 1 and 2 are true and correct.

<table>
<thead>
<tr>
<th>Signature of Authorized Representative</th>
<th>Date</th>
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<tbody>
<tr>
<td>Printed Name of Authorized Representative</td>
<td>Title of Authorized Representative</td>
</tr>
</tbody>
</table>
Attachment K – Subrecipient Enterprise Resource Application (SERA) Form

Current SERA Form will be provided under separate cover.
Attachment L


Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3706). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the
standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.


Attachment M
State of Florida
Department of Economic Opportunity

Federally-Funded
Community Development Block Grant
Disaster Recovery (CDBG-DR) Subrogation Agreement

This Subrogation and Assignment Agreement ("Agreement") is made and entered into on this ___ day of ____________, 20__, by and between Monroe County BOCC (hereinafter referred to as "Subrecipient") and the State of Florida, Department of Economic Opportunity (hereinafter referred to as "DEO").

In consideration of Subrecipient's receipt of funds or the commitment by DEO to evaluate Subrecipient's application for the receipt of funds (collectively, the "Grant Proceeds") under the DEO Community Development Block Grant-Disaster Recovery Program (the "CDBG-DR Program") administered by DEO, Subrecipient hereby assigns to DEO all of Subrecipient's future rights to reimbursement and all payments received from any grant, subsidized loan, lawsuit or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency ("FEMA") or the Small Business Administration ("SBA") (singularly, a "Disaster Program" and collectively, the "Disaster Programs") that was the basis of the calculation of Grant Proceeds paid or to be paid to Subrecipient under the CDBG-DR Program and that are determined in the sole discretion of DEO to be a duplication of benefits ("DOB") as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from insurance, FEMA or the SBA or any other source, and whether or not such amounts are a DOB, shall be referred to herein as "Proceeds," and any Proceeds that are a DOB shall be referred to herein as "DOB Proceeds." Upon receiving any Proceeds, Subrecipient agrees to immediately notify DEO who will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to DEO, to be retained and/or disbursed as provided in this Agreement. The amount of DOB determined to be paid to DEO shall not exceed the amount received from the CDBG-DR Program.

Subrecipient agrees to assist and cooperate with DEO to pursue any of the claims Subrecipient has against the insurers for reimbursement of DOB Proceeds under any such policies. Subrecipient's assistance and cooperation shall include but shall not be limited to allowing suit to be brought in Subrecipient's name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by DEO. Subrecipient further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that the Subrecipient would be entitled to under any applicable Disaster Program.

If requested by DEO, Subrecipient agrees to execute such further and additional documents and instruments as may be requested to further and better assign to DEO, to the extent of the Grant Proceeds paid to Subrecipient under the CDBG-DR Program, the Policies, any amounts received under the Disaster Programs that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be
taken, all actions and to do, or cause to be done, all things requested by DEO to consummate and make effective the purposes of this Agreement.

Subrecipient explicitly allows DEO to request of any company with which Subrecipient held insurance policies, or FEMA or the SBA or any other entity from which Subrecipient has applied for or is receiving Proceeds, any non-public or confidential information determined to be reasonably necessary by DEO to monitor/enforce its interest in the rights assigned to it under this Agreement and give Subrecipient’s consent to such company to release said information to DEO.

If Subrecipient (or any lender to which DOB Proceeds are payable to such lender, to the extent permitted by superior loan documents) hereafter receives any DOB Proceeds, Subrecipient agrees to promptly pay such amounts to DEO, if Subrecipient received Grant Proceeds under the CDBG-DR Program in an amount greater than the amount Subrecipient would have received if such DOB Proceeds had been considered in the calculation of Subrecipient’s award.

In the event that the Subrecipient receives or is scheduled to receive any subsequent Proceeds, Subrecipient shall pay such subsequent Proceeds directly to DEO, and DEO will determine the amount, if any, of such subsequent Proceeds that are DOB Proceeds (“Subsequent DOB Proceeds”). Subsequent Proceeds in excess of Subsequent DOB Proceeds shall be returned to the Subrecipient. Subsequent DOB Proceeds shall be disbursed as follows:

1. If the Subrecipient has received full payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be retained by DEO.
2. If the Subrecipient has received no payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be used by DEO to reduce payments of the Grant Proceeds to the Subrecipient, and all Subsequent DOB Proceeds shall be returned to the Subrecipient.
3. If the Subrecipient has received a portion of the Grant Proceeds, any Subsequent DOB Proceeds shall be used, retained and/or disbursed in the following order: (A) Subsequent DOB Proceeds shall first be used to reduce the remaining payments of the Grant Proceeds, and Subsequent DOB Proceeds in such amount shall be returned to the Subrecipient; and (B) any remaining Subsequent DOB Proceeds shall be retained by DEO.
4. If DEO makes the determination that the Subrecipient does not qualify to participate in the CDBG-DR Program or the Subrecipient determines not to participate in the CDBG-DR Program, the Subsequent DOB Proceeds shall be returned to the Subrecipient, and this Agreement shall terminate.

Once DEO has recovered an amount equal to the Grant Proceeds paid to Subrecipient, DEO will reassign to Subrecipient any rights assigned to DEO pursuant to this Agreement.

Subrecipient represents that all statements and representations made by Subrecipient regarding Proceeds received by Subrecipient shall be true and correct as of the date of the signing of this Agreement.

Warning: Any person who intentionally or knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.
The person executing this Agreement on behalf of the Subrecipient hereby represents that he/she has received, read, and understands this notice of penalties for making a false claim or statement regarding Proceeds received by Subrecipient.

In any proceeding to enforce this Agreement, DEO shall be entitled to recover all costs of enforcement, including actual attorney's fees.

SUBRECIPIENT
BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA
By: ____________________________
Name: Román Gastesi
Title: County Administrator

DEO:
[insert name of administrative entity]
By: ____________________________
Name: Ken Lawson
Title: Executive Director

MONROE COUNTY ATTORNEY

APPROVED AS TO FORM:

ASSISTANT COUNTY ATTORNEY
DATE: 02/02/20