

## **AGREEMENT FOR GRANT MANAGEMENT SERVICES**

THIS AGREEMENT is made and entered into this 24, March, 2025 (the "Effective Date") by and between the Village of Estero, a Florida municipal corporation, (the "Village"), 9401 Corkscrew Palms Circle, Estero, FL 33928, and Hagerty Consulting, Inc., an Illinois corporation authorized to conduct business in Florida, (the "Consultant"), with offices at 1618 Orrington Avenue, Ste. 201, Evanston, IL 60201, collectively referred to as the "Parties."

**WHEREAS**, the Village has received, and anticipates receiving in the near future, a variety of grants from federal, state and county grant programs; and

**WHEREAS**, these grants are related to critical public improvement and disaster recovery projects; and

**WHEREAS**, these grants all carry substantial grant management obligations, including monitoring, report generation, record keeping, and the like; and

**WHEREAS**, the Village does not have the in-house staff capacity to ensure all of these grants will be properly managed in the manner required by each of the grant agreements and related state and federal regulations; and

**WHEREAS**, the Village had entered an agreement with Consultant on June 7<sup>th</sup> 2023 for similar grant management services; and

**WHEREAS**, the Village was required to re-solicit for these services to ensure compliance with certain grantor requirements; and

**WHEREAS**, on September 13<sup>th</sup> 2024, and pursuant to § 2-174(a)(3), the Village issued Request for Proposals #100724 (the RFP) seeking proposals from qualified providers of grant management services; and

**WHEREAS**, subsequent to the RFP's closing date of October 7<sup>th</sup> 2024, the Village received and evaluated responses to the RFP; and

**WHEREAS**, the Village staff's evaluation of the responses to the RFP found that the Consultant was responsible, and that its Proposal was responsive; and

**WHEREAS**, after having been deemed the highest ranked Proposer, the Consultant and Village negotiated final terms of this Agreement and Consultant has accepted the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, and representations contained herein, the Parties hereto agree as follows:

**ARTICLE 1: SCOPE OF SERVICE and CONTRACT DOCUMENTS.** The Consultant shall provide the services as outlined in **Attachment "A"**, hereinafter referred to as the "**Scope of Services.**" This Agreement shall consist of the following Contract Documents:

- This Agreement
- The RFP and Addendum if applicable (inclusive of all subparts and attachments)
- The Consultant's Proposal

In the event of any conflict between the Contract Documents, the earlier listed document shall take precedence over the later.

**ARTICLE 2: COMPENSATION.** The Consultant shall be compensated in the amounts and at the times set forth in **Attachment "B"**, hereinafter referred to as "**Compensation & Payments.**" Contractor will hold the labor rates in Attachment B constant for the first year of the Agreement. Beginning on the second year of the Agreement, and on annual basis thereafter, Consultant's hourly rates will increase by a percentage equal to the then applicable annual percentage increase in the consumer price index (CPI). Labor rates do not include travel or other direct costs. Travel costs will be billed in alignment with the US General Services Administration (GSA) Federal Travel Regulations. Other direct costs may include printing and reproduction, facility rental, or equipment rental.

**ARTICLE 3: CONFLICTS OF INTEREST AND LIMITATION OF USE OF VILLAGE STAFF AND ASSETS.** The Consultant shall not be permitted to utilize any Village personnel, equipment, electronic systems or other Village subcontractors to perform any work or project of any kind other than to assist in the performance of the services outlined in **Attachment "A."** Failure to strictly adhere to this provision shall be grounds for immediate termination of this Agreement. To ensure this restriction is complied with, neither the Consultant, nor any of its staff assigned to perform the required services, shall engage in any other employment or contractual work, or have or hold any other employment or contractual relationship or interest, which would create a conflict of interest between Consultant's duty to the Village set forth herein and the Consultant's duty to any other person or entity.

**ARTICLE 4:** The Consultant shall be obligated to follow all CDBG-DR terms and conditions as set forth in **Attachment "C"**.

**ARTICLE 5: TERM AND RENEWAL OF AGREEMENT.** Notwithstanding the date of execution, the initial Term of this Agreement shall become effective at 12:01 a.m. on the Effective Date, and shall continue until terminated as provided for herein.

**ARTICLE 6: TERMINATION.** This Agreement may be terminated by either Party for any or no reason by providing the other at least thirty (90) days written notice of intent to terminate.

**ARTICLE 7: NOTICES.** Notices required or permitted in this Agreement shall be deemed to have been given when received if hand delivered or when deposited in the U.S. mail, postage paid, at the address set forth in the introductory paragraph to this Agreement, to the following:

If to Village:

Village of Estero  
Attn: Village Manager

If to Consultant:

Hagerty Consulting, Inc.  
Attn: Brad Grining, Chief Operating Officer

#### **ARTICLE 8: GENERAL CONDITIONS.**

A: PUBLIC RECORDS. The Consultant shall comply with all applicable requirements contained in the Florida Public Records Law, including but not limited to any applicable provisions in Florida Statutes § 119.0701. Pursuant to that statute, the Consultant shall:

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

If the Consultant fails to comply with the requirements in this Article 7, the Village may enforce these provisions in accordance with the terms of this Agreement. If the Consultant fails to provide the public records to the Village within a reasonable time, it may be subject to penalties under Florida Statutes § 119.10.



**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONSULTANT SHOULD CONTACT THE VILLAGE'S CUSTODIAN OF PUBLIC RECORDS: BY TELEPHONE (239.221.5035), E-MAIL ([records@estero-fl.gov](mailto:records@estero-fl.gov)), OR MAIL (VILLAGE OF ESTERO, OFFICE OF THE VILLAGE CLERK, 9401 CORKSCREW PALMS CIRCLE, ESTERO, FLORIDA 33928.**

B: COMPLIANCE WITH LAWS; NON-DISCRIMINATION. The performance of this Agreement shall be in compliance with all applicable local, state and federal laws and regulations. Given the nature of this Agreement, this expressly includes all CDBG, FEMA, ARPA, FDEM and any other federal or state regulations related to grant management and administration, as those regulations are incorporated into the various grant agreements Consultant will be assigned to manage. Additionally, the Consultant agrees that when performing under this Agreement it and its agents shall refrain from discriminating against any person on the grounds of race, religion, color, disability, national origin, gender, age or marital status.

C: LICENSES. The Consultant must, by the Effective Date of this Agreement, possess any licenses required to provide the Scope of Services, and shall maintain same in good standing during the full term of this Agreement. At all times Consultant shall maintain its lawful authority to conduct business in Florida.

D: RELATIONSHIP, LIABILITY AND INSURANCE. The relationship of the Consultant to Village shall be that of an independent contracting entity. Nothing herein contained shall be construed as vesting or delegating to the Consultant or its officers, employees, agents, or subcontractors, any rights, interest or status as an employee of the Village. The Village shall not be liable to any person, firm or corporation that is employed by, contracts with, or provides goods or services to the Consultant in connection with the performance of this Agreement or for debts or claims accruing to such parties. The Consultant shall promptly pay, discharge or promptly take such action as may be necessary and reasonable to settle such debts or claims. In order to ensure it is capable of meeting its obligations under this Agreement, including its obligations to indemnify the Village as provided for herein, Consultant agrees to maintain, throughout the term of this Agreement and for a one-year period thereafter, the following coverages and coverage limits:

- a. Commercial General Liability - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence  
\$2,000,000 general aggregate  
\$1,000,000 products and completed operations  
\$1,000,000 personal and advertising injury

- b. Business Auto Liability - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL)

- c. Workers' Compensation - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident  
\$500,000 disease limit  
\$500,000 disease - policy limit

- o The required minimum limit of liability shown in a. or b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies" in which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

Proof of such insurance will be provided to the Village upon request.

E: NON-ASSIGNABILITY. The Consultant understands that the nature of the services to be provided under this Agreement are highly specialized and the Village will rely heavily on the specific institutional knowledge and experience of the Consultant's staff to be assigned to perform the services. Therefore, Consultant may not assign, transfer, subcontract, or encumber this Agreement, or any right or interest in this Agreement, without the express prior written consent of the Village. In the event Consultant's experienced staff assigned to perform the work no longer work for Consultant, or Consultant ceases to assign such staff to perform the services required in this Agreement, and Consultant does not immediately assign acceptable replacement staff, the Village may terminate the Agreement immediately.

F: NO WAIVER: No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach. Every right and remedy of each of the parties shall be cumulative and either party, in its sole discretion, may exercise any and all rights or remedies stated in this Agreement or otherwise available at law or in equity.

G: MERGER: This Agreement, together with the documents incorporated by reference, constitutes the entire agreement between the Parties and supersedes any prior understanding or agreement between the Parties, either verbal or written, respecting the same subject.

F: SCRUTINIZED COMPANIES: Pursuant to Florida Statutes § 287.135, the Consultant is not eligible to enter into, or renew, this Agreement if:

(i) The Consultant is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List (as identified in Florida Statutes § 215.473);

(ii) The Consultant engages in business operations in Cuba or Syria; or

(iii) The Consultant is on the Scrutinized Companies that Boycott Israel List (as identified in Florida Statutes § 215.4725), or is engaged in a boycott of Israel.

By entering into this Agreement, the Consultant certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and that it is not engaged in a boycott of Israel. The Consultant acknowledges that it will execute a certification to this effect at the time it executes this Agreement.

The Consultant shall notify the Village if, at any time during the term of this Agreement, it is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or that it is engaged in a boycott of Israel. Such notification shall be in writing and provided by the Consultant to the Village within ten (10) days of the date of such occurrence.

In the event the Village determines, using credible information available to the public, that the Consultant has submitted a false certification or that Consultant is found to have been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the Village may, in its sole discretion, terminate this Agreement and seek a civil penalty and other damages and relief against the Consultant, pursuant to Florida Statutes § 287.135. In addition, the Village may pursue any and all other legal remedies against the Consultant.

G: IMMIGRATION COMPLIANCE; E-VERIFY: Consultant acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, 8 U.S.C. § 1324a, *et seq.*, and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Consultant's employment of unauthorized aliens is a violation of § 274A(e) of the Federal Immigration and Employment Act. The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of



all new employees hired during the term of this Agreement, and shall require the same verification procedure of any Subcontractors authorized by the Village.

Pursuant to Florida Statutes § 448.095(5), Consultant shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Consultant's contract with Village cannot be renewed unless, at the time of renewal, Consultant certifies in writing to the Village that it has registered with and uses the E-Verify system. If Consultant enters into a contract with a subcontractor to perform Services under this Agreement, the subcontractor must provide the Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Consultant shall maintain a copy of such affidavit for the duration of the contract. If Consultant develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Consultant shall terminate the contract with the subcontractor. If the Village develops a good faith belief that Consultant has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) the Village shall terminate this contract. Pursuant to Florida Statutes § 448.095(5)(c)(3), termination under the above-circumstances is not a breach of contract and may not be considered as such.

**ARTICLE 8: INDEMNIFICATION AND PRESERVATION OF IMMUNITY.** To the greatest extent allowed by applicable law, the Consultant releases and shall indemnify, hold harmless, and defend each Village Indemnified Party (defined as the Village, and its officers, employees and agents) from and against Indemnified Loss, which is defined as claims, losses, costs, expenses, actions and causes of action, including reasonable attorney's fees at all levels, arising out or by reason of negligent actions or omissions of the Consultant, its directors, officers, employees, or agents in the carrying out of the terms and conditions of this Agreement. In no event will the Consultant be liable for loss of profits or for any consequential, special, indirect, incidental, punitive or exemplary damages or expenses.

Nothing herein shall be interpreted as a waiver by the Village of its rights, including the procedural requirements and limited waiver of immunity, as set forth in Florida Statutes § 768.28, or any other statute, and the Village expressly reserves these rights to the full extent allowed by law.

**ARTICLE 9: APPLICABLE LAW, VENUE.** The validity of this Agreement and of any of its terms and provisions, as well as the rights and duties of the parties hereunder, shall be interpreted and enforced pursuant to and in accordance with the laws of the State of Florida. Venue for any action or proceeding to enforce or interpret the terms of this Agreement shall be brought in Lee County, Florida. Venue for any federal court action shall be in the Ft. Myers Division of the United States District Court for the Middle District of Florida.

**ARTICLE 10: ATTORNEYS' FEES.** In any action brought between the Parties to enforce or construe the terms of this Agreement, each Party shall bear its own attorneys' fees and costs, including any incurred on appeal, regardless of the resolution of the case or related appeal(s).

**ARTICLE 11: AMENDMENTS.** This Agreement may be modified, amended or extended only by written amendment executed by authorized representatives of both Parties.

**ARTICLE 12: HEADINGS; EXECUTION.** All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

**ARTICLE 13: SEVERABILITY.** In the event that any term of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining terms thereof, nor shall it result in the failure of the Agreement unless the court finds that the remainder of the Agreement cannot be enforced absent the stricken term.

**ARTICLE 14: NO THIRD-PARTY BENEFICIARY.** This Agreement is for the benefit of the Parties and their respective successors and permitted assigns. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors.

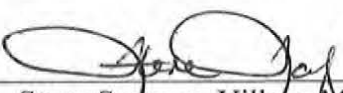
**ARTICLE 15: AUTHORITY TO EXECUTE.** Each Party hereto covenants to the other Party that it has lawful authority to enter into this Agreement and that the Party's representative executing same is authorized to do so on behalf of the Party.

The Parties hereto have caused this Agreement to be duly executed by their authorized representatives below.

**Hagerty Consulting, Inc.**

By:   
Brad Grining, Chief Operating Officer

**Village of Estero**

By:   
Steve Sarkozy, Village Manager



## **Scope of Services**

The Consultant shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and timely deliver the work product or services related to the tasks assigned by the Village falling within the following Scope of Services:

Provide the Village with services designed to help maximize grant funding, expedite the process and retain funds during project closeout and audit. The following bullets present the services that are available under this engagement.

### Grant Management Tasks:

- Provide overall management of the entire grant process.
- Provide general grant advice.
- Coordinate Village staff's grant reimbursement process.
- Grant portal input, document development and management.
- Prepare draft correspondence to Agencies.
- Help coordinate Requests for Time Extensions.
- Provide other grant assistance, as requested. Note: While identification of grant opportunities and the application process are anticipated to make up a majority of the assigned work, the Village may, in an appropriate circumstance, task the Consultant to perform certain grant administration work.

### Eligibility Tasks:

- Review eligibility issues, and work with the Village to develop justifications for presentations grant issuing Agencies.
- Attend meetings with the Agencies to negotiate individual projects, as needed.
- Assist the Village with compiling and summarizing documents required for Grant submittals.
- Assist the Village with preparing Project Worksheets.
- Assist in determining grant eligibility.
- Work with the Village to resolve any disputes that may arise.
- Address issues related to inter-agency funding conflicts.
- If the Village disagrees with grant agency determinations, assist to strategize and write appeals.
- When the Village has completed all projects and drawn down reimbursement for all eligible costs, assist with finalizing preparations for final inspections and audits, and participate in exit conferences with agencies.

### Allowability Tasks:

- Assist Village in developing approach to filing and tracking costs.
- Review contracts and purchasing documentation.

- Review documentation prepared to date.
- Assist in capturing and summarizing eligible costs.

#### Engagement Management Tasks:

- Prepare program management plan.
- Prepare Flash Reports.
- Attend status meetings.
- Prepare invoices and supporting documentation.

### PERFORMANCE OF SERVICES

#### Assignment of Work:

Consultant's work will be on an assignment-by-assignment basis. It will generally (though not exclusively) be tied to the administration/management of one or more grant contracts.

When the Village wishes to use the Consultant to perform the contracted services set forth above, it will issue a separate assignment which may be characterized as a Work Order, Work Assignment, Task Assignment, or similar nomenclature.

Each such assignment will describe the work to be performed and will, if related to post-grant matters, attach/incorporate the relevant grant contract documents. Work will be compensated pursuant to the agreed fee schedule set forth in Attachment "B" to this Agreement.

#### Description of Service:

Consultant agrees to perform the contracted services in a professional manner and in compliance with all applicable laws, ordinances, rules, regulations, permits and grant contracts. Only the highest quality services will be acceptable. Services not conforming to the intent of this Agreement or meeting the approval of the Village may be rejected and required to be redone at no additional cost to the Village.

#### Cost of Services:

Consultant shall bear all of its own operating costs and is responsible for all permits, license fees, and maintenance of its own trucks and equipment to keep such property in a condition and manner adequate to accomplish contracted services.

#### Matters Related to Performance:

#### Subcontractor(s):

Consultant may utilize the services of subcontractors and shall be responsible for the acts or omissions of its subcontractors to the same extent Consultant is responsible for the acts and omissions of its own employees. Consultant shall ensure that all its subcontractors have and carry

the same major provisions of this Agreement and that the work of their subcontractors is subject to said provisions. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and the Village. Consultant shall supply the names and addresses of subcontractors when requested to do so by the Village. While the Consultant may (in accordance with this Agreement's terms) be authorized by the Village to retain and utilize one or more subcontractors, Consultant must include a clause in each of its subcontracts that the subcontractor is not authorized to sub-subcontract or re-subcontract. Consultant shall ensure that no work performed under this Agreement is performed by an entity other than Consultant, or a Village-approved subcontractor under a direct contract with Consultant.



## Compensation and Payments

PAYMENTS TO CONTRACTOR SHALL BE BASED ON THE FOLLOWING FEE SCHEDULE:

LABOR CATEGORY	HOURLY RATE
Project Executive	\$225.00
Senior Subject Matter Expert	\$260.00
Subject Matter Expert	\$215.00
Senior Project Manager	\$210.00
Project Manager	\$170.00
Engineer / Scientist III	\$210.00
Senior Engineer / Planner / Analyst	\$170.00
Engineer / Planner / Analyst	\$135.00
Damage Assessment Estimator III	\$220.00
Senior Damage Assessment Estimator	\$185.00
Damage Assessment Estimator	\$135.00
Financial Management Specialist III	\$210.00
Senior Financial Management Specialist	\$170.00
Financial Management Specialist	\$120.00
Grant Management Specialist III	\$200.00
Senior Grant Management Specialist	\$165.00
Grant Management Specialist	\$145.00
Recovery Consultant IV	\$200.00
Recovery Consultant III	\$180.00
Recovery Consultant II	\$155.00
Recovery Consultant I	\$110.00
Analyst	\$105.00
Senior Administrator	\$90.00
Administrative Assistant	\$70.00

### INVOICE AND PAYMENT TERMS:

Unless otherwise provided above, all payment requests shall be invoiced at the beginning of each month and paid after the completion of each month's services, or within thirty (30) days of Village's receipt of such invoice, whichever shall be sooner unless otherwise agreed by the Parties. Contractor shall not invoice more frequently than once a month for each calendar month for which services are provided.

Invoices shall describe with sufficient detail the tasks performed during the billing period, the professional(s) who performed the work, and the billing hours required to perform the task. **Consultant must provide the Village-assigned contract number on the first page of all invoices.**

The Village's Finance Director or designee will review all invoices for completeness. In the event an invoice is found to be incomplete, or should any other question or dispute arise, same shall be

processed using the procedures and timelines set forth in the Florida Local Government Prompt Payment Act, Part VII of Florida Statutes Chapter 218.

## CDBG-DR CLAUSES

This attachment will supersede any contradictory clauses that may be found in the main contract.

This Amendment to the Community Development Block Grant Disaster Recovery ("CDBG-DR") Program Agreement contains supplementary compliance conditions for use with procured contracts that are funded in whole or in part by the U.S. Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974 (Pub. L. 93-383) as amended.

This Exhibit shall be included as part of the terms of the agreement for all procured contracts funded fully or in part by the CDBG-DR Program by Lee County and the selected contractor.

PROVISIONS REQUIRED BY LAW DEEMED INSERTED. Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application

By signing this Agreement, the applicant certifies they understand that all the below compliance provisions will apply to all projects that are awarded CDBG-DR funds.

NOTICE OF USE OF FUNDING AGENCY FUNDS FUNDED IN PART OR IN WHOLE BY: U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant – Disaster Recovery (CDBG-DR) Program. Consultants are required to comply in accordance with Federal Grant Requirements, 2 CFR part 200, terms, conditions, and specifications.

### ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List pursuant to FS 287.134 (This list may be viewed by going to the Department of Management Services website at <http://www.dms.myflorida.com>) may not submit a bid on a contract to provide 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 a public entity, may not award or perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity. F.S. 287.134(2)(a)

### ANTI-LOBBYING CLAUSE (CONE OF SILENCE)

Consultant or persons acting on their behalf may not contact, between the release of



the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response. F.S. 287.057(25)

#### INSPECTOR GENERAL COOPERATION

The Parties agree to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), that every state officer, employee, agency, special district, board, commission, contractor, and subcontractor must cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

#### RESTRICTIONS, PROHIBITS, CONTROLS, AND LABOR PROVISIONS

In accordance with 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 Consultant list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any good 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 Consultant, supplier, sub-consultant 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 Consultant list. The Consultant represents and warrants that neither it nor any of its affiliates is currently on the convicted Consultant list. The Consultant shall disclose if it or any of its affiliates is placed on the convicted Consultant list.

#### BACKGROUND SCREENING

Consultant is responsible for ensuring that any required background screenings are conducted in accordance with Florida Statute Chapter 435. Consultant shall be aware, understand, and ensure compliance with the statutory requirements regarding background checks. Florida Statute Chapter 435 governs required background screenings for any employees, Consultants, sub-consultants, or agents of the Consultant who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in

accordance with Florida law. Such requirements shall flow down to sub-Consultants/consultants of the prime Consultant and prime Consultant shall ensure compliance with Chapter 435 of such parties.

- 1) Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by the Village of Estero at any time during such five (5) year period.

#### AMERICANS WITH DISABILITIES ACT (ADA)

Consultant shall comply with all applicable local, state, and federal laws, including American 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, transportations, state and local government services and telecommunications.

#### AFFIRMATIVE ACTION/EQUAL OPPORTUNITY

Consultant must include requirements in subcontractor agreements that Subcontractor is required to adhere to the requirements pertinent to the funding agency and type of agreement. Such as, but not limited to; affirmative action, Section 3, and equal opportunity.

#### CDBG-DR SUPPLEMENTAL CONDITIONS

When these Supplementary Conditions are attached to any lower tier contract (e.g., a contract between Contractor and any subcontractor, or between Contractor's direct or indirect subcontractors), references herein to shall be deemed to refer to the party seeing products and/or services, and references to the "Agreement" or "Contract" or "contract" shall be deemed to refer to the agreement between such subcontracting parties.

#### ORDER OF PREFERENCE

In the event of a conflict between the terms of these Supplementary Conditions and the terms of the remainder of the contract (including any other attachments thereto and amendments thereof), the terms of these Supplementary Conditions shall control.

In the event of a conflict among the requirements found in these Supplementary Conditions, which conflict would make it impossible to comply with all of the requirements set forth herein, the provisions shall be applied with the following priority:

Part I: Required Federal Provisions; then

Part II: Required State of Florida Provisions;

and the remaining requirements shall be interpreted in a manner so as to allow for the terms contained therein to remain valid and consistent with such superseding provisions. If any provision of these supplementary Conditions relates to a matter embraced by other provision(s) of these Supplementary Conditions, but is not in conflict therewith, all such provisions shall apply. Any question as to which requirements control in a particular instance which cannot be resolved by Hagerty Consulting and the Village of Estero shall be submitted in writing (indicating the issue and the applicable provisions) by The Village of Estero, to Lee County which will decide the applicable questions.

#### REQUIRED FEDERAL PROVISIONS

The following terms and conditions apply to any contract for which any portion of the funding is derived from a grant made by the United States Department of Housing and Urban Development ("HUD").

#### GENERAL CONDITIONS

of either party the contract shall forthwith be physically amended to make such insertion.

**STATUTORY AND REGULATORY COMPLIANCE.** Hagerty Consulting shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by the U.S. Department of Housing and Urban Development (88 FR 32046), including, but not limited to, applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including the allowability of certain expenses.

**BREACH OF CONTRACT TERMS.** The Village of Estero reserves the rights to all administrative, contractual, or legal sub, including, but not limited to, suspension or termination of this contract, in instances where Hagerty Consulting or any of its subcontractors violate or breach any contract terms. If the contractor or any of its subcontractors violate or breach any contract term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies



otherwise imposed or available by law.

**REPORTING REQUIREMENTS.** The contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Village of Estero. The contractor shall cooperate with all Village of Estero and Lee County efforts to comply with HUD requirements and regulations pertaining to reporting, including, but not limited to, 2 CFR Part 200 and 24 CFR Part 570.507.

**DEBARMENT, SUSPENSION, AND INELIGIBILITY.** The contractor represents and warrants that it and its subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs subject to 2 CFR Part 2424. The Contractor shall notify the Village of Estero should it or any of its subcontractors become debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance programs subject to 2 CFR Part 2424.

**CONFLICTS OF INTEREST.** The Contractor shall notify the Village of Estero as soon as possible if this contract or any aspect related to the anticipated work under this contract raises an actual or potential conflict of interest (as described in 2 CFR Part 200). Hagerty Consulting shall explain the actual or potential conflict in writing in sufficient detail so that the Village of Estero is able to assess such actual or potential conflict. The Contractor shall provide the Village of Estero with any additional information necessary for the Village of Estero to fully assess and address such actual or potential conflict of interest. The Contractor shall accept any reasonable conflict mitigation strategy employed by the Village of Estero, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict. If requested by Lee County, Contractor shall sign a certification affirming that it has no conflict of interest arising from performance of work on a specific task.

**SUBCONTRACTING.** The Contractor represents to the Village of Estero that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this contract.

**ASSIGNABILITY.** The Contractor shall not assign any interest in this contract and shall

not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Village of Estero.

INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the Village of Estero, Lee County, and their agents and employees from and against any and all claims, actions, suits, charges, and judgements arising from or related to the negligence or will misconduct of the Contractor in the performance of the services called for in this contract.

TERMINATION FOR CAUSE (Applicable to contracts exceeding \$10,000). If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Village of Estero shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Village of Estero, become the Village of Estero's (Subgrantee's, if applicable) property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Village of Estero for damages sustained by the Village of Estero by virtue of any breach of the contract by the Contractor, and the Village of Estero may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Village of Estero from the Contractor is determined.

TERMINATION FOR CONVENIENCE (Applicable to contracts exceeding \$10,000). The Village of Estero may terminate this contract at any time by giving at least (10) days' notice in writing to the Contractor. If the contract is terminated by the Village of Estero as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

ANTI-LOBBYING No Federal appropriated funds have been paid off will be paid, by or on behalf of the Contractor, 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.

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 Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

The Contractor 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 Village of Estero's (subgrantees, if applicable) shall certify and disclose accordingly.

**ACCESS TO RECORDS.** The Village of Estero, Lee County, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Contractor which are related to this contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

**MAINTENANCE/RETENTION OF RECORDS.** Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement (collectively, the "Records") (i) for five (5) years from the time of closeout of HUD's grant to Lee County or for the period provided in the CDBG regulations 24 CFR Part 570.487 (or other applicable laws and program requirements) and 24 CFR Part 570.488, or (ii) for six (6) years after the closeout of a CDBG-DR funded project pursuant 42 USC 12707 (a)(4).

#### **CIVIL RIGHTS AND DIVERSITY TITLE VI AND VIII OF THE CIVIL RIGHTS ACT OF 1964 AND EXECUTIVE ORDER**

11063. The Contractor shall comply with the provisions of Titles VI and VIII of the Civil Rights Act of 1964 and with Executive Order 11063. No person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance. No persons shall, on the grounds of race,

color, religion, sex, or national origin, be discriminated against in the sale, rental, or financing of dwellings. To the extent that any such sale, lease or other transfer of land shall occur, Contractor, in undertaking its obligation to carry out the Program assisted hereunder, will not itself so discriminate.

**NONDISCRIMINATION.** The Contractor shall comply with the non-discrimination in employment in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR Part 570.607. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 are still applicable. The contractor shall comply with all other Federal statutory and constitutional non-discrimination provisions. During the performance of this contract, the Contract agrees as follows:

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

#### **CERTIFICATION OF COMPLIANCE WITH ENVIRONMENTAL LAWS**

The Contractor and all subcontractors agree to comply with the following requirements (and their state and/or local counterparts or analogues, if any) insofar as they apply to the performance of the Agreements as any of the following may hereinafter be amended, superseded, replaced, or modified:

- 1) Clean Air Act, as amended (42 USC § 7401 *et seq.*); a federal law in the United States that defines the Environmental Protection Agency's (EPA) responsibilities for protecting and improving the nation's air quality and the stratospheric ozone layer
- 2) Federal Water Pollution Control Act, as amended (33 USC § 1251, *et seq.*), commonly known as the Clean Water Act, and all regulations and guidelines issued there under.
- 3) All other applicable environmental laws that may exist now or in the future. Further, Contractor shall abide by any conditions or requirements set forth in any environmental review performed pursuant to 24 CFR Part 58, which are HUD's regulations for Responsible Entities implementing the National Environmental Policy Act.

In addition to the foregoing requirements, all non-exempt contractors and



subcontractors shall furnish to the Village of Estero, the following:

- a. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 CFR Part 32 of the List of Violating Facilities issued by the EPA pursuant to 40 CFR Part 15, as amended.
- b. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC § 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations.

#### PATENT RIGHTS

The Contractor shall retain all rights to any inventions, discoveries, or improvements made during the performance of this contract.

#### COPYRIGHTS

The Contractor shall retain all rights to any works of authorship created during the performance of this contract.

#### AFFIDAVIT 287.138

This statute pertains to contracts with entities from foreign countries of concern. It prohibits governmental entities in Florida from entering into contracts with entities that are owned by, have a controlling interest from, or are organized under the laws of certain foreign countries of concern (such as China, Russia, Iran, North Korea, Cuba, Venezuela, and Syria). Starting January 1, 2024, entities must provide an affidavit attesting that they do not meet these criteria before they can enter into contracts with governmental entities

#### AFFIDAVIT 787.06

This statute relates to anti-human trafficking measures. It requires any non-governmental entity entering into a contract with a governmental entity to provide an affidavit attesting that the entity does not use coercion for labor or services. This is part of Florida's efforts to combat human trafficking and ensure ethical practices in government contracting

**FS 607.1501** pertains to the authority of foreign corporations to transact business in Florida and is a requirement of this Agreement. Foreign corporations are required to obtain a certificate from the Department of State to legally conduct business within the state.