

## FIXED CAPITAL OUTLAY CERTIFICATION

The Fixed Capital Outlay Certification acknowledges that Lee County, a political subdivision of Florida, Owner, hereinafter referred to as the Contractor, is using state funds in the form of a fixed capital outlay grant in the amount of \$350,000, to improve, construct or repair real property owned by the Contractor, and in accordance with executed contract XQ001 between the Contractor and the State of Florida, Department of Elder Affairs, Hereinafter referred to as the "Department". The following items must be completed by the Contractor:

1. State the legal address of the real property that is being improved by the fixed capital outlay grant.

219 Plaza Drive, Lehigh Acres, FL 33936

2. List the name of the owner of the real property and the contact address for the owner of the real property.

Owner: Lee County

Contact Address: Lee County Parks & Recreation, 3410 Palm Beach Blvd, Fort Myers, FL 33916

3. In accordance with section 287.05805, F.S. (2017), and Section 38 of this contract and Section IV.D. of Attachment I, the Contractor shall execute and deliver a security interest or other appropriate document securing the interest of the Department, in the total amount of funds received under this contract, in the improvements, renovations, and personality being purchased with funds received under this contract. The Department's security interest shall last for at least five (5) years from the date of completion of the improvements and during this time the Contractor is prohibited from selling, transferring, mortgaging, or assigning the Department's interest in the leasehold, improvements, renovations, or personality, unless the Department approves, in writing, the sale, transfer, mortgage, or assignment.

4. The Contractor shall continue the operation, maintenance, repair, and administration of the property in accordance with the purposes for which the funds were originally appropriated and for at least five (5) years from the date of completion of the improvements. If the Contractor fails to operate, maintain, repair, and administer the property in accordance with the purposes for which the funds were originally granted, the Contractor shall return to the Department, no later than upon demand by the Department, the total amount of funds received under this contract, less 20% of that total amount for each full year for which the property was used for such purposes after the date of completion of the improvements.

5. The Department shall be immune from civil or criminal liability resulting from acts or omissions of the Contractor and the Contractor's agents, employees, or assigns.

6. The Department shall execute a satisfaction of security interest upon full compliance by the Contractor with the terms of this contract.

<b>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</b>	<b>TITLE</b> Chair/Vice Chair	
<b>APPLICANT ORGANIZATION</b> Lee County Board of County Commissioners		<b>DATE SUBMITTED</b>