

**SUBRECIPIENT AGREEMENT  
CITY OF SANIBEL AND  
COMMUNITY HOUSING AND RESOURCES, INC.**

**THIS AGREEMENT** (“Agreement”), made in accordance with 24 CFR §570.503, Agreements with Subrecipients, and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Sanibel (“Grantee”) and Community Housing and Resources, Inc. (“Subrecipient”), a private, not-for-profit organization exempt from taxation under 26 U.S.C. §501(c)(3).

**WITNESSETH:**

**WHEREAS**, Subrecipient serves as the Grantee’s Below Market Rate Housing Rental Program providing rental and ownership opportunities for low to moderate income households; and

**WHEREAS**, the Grantee entered into a Community Development Block Grant (CDBG) Agreement with Lee County, Florida (“Lee County”), attached hereto as Exhibit A and incorporated herein by reference (“Lee County CDBG Agreement”); and

**WHEREAS**, the Grantee has accepted funding for rehabilitating Casa Mariposa under the Lee County CDBG Agreement; and

**WHEREAS**, the Grantee wishes to engage Subrecipient via this Agreement to assist Grantee in using such funds for rehabilitating Casa Mariposa; and

**WHEREAS**, the Subrecipient agrees to use CDBG funds made available under this Subrecipient Agreement to assist low and moderate- income families residing at Casa Mariposa.

**NOW, THEREFORE**, it is agreed between the parties that:

**SECTION I. SCOPE OF SERVICE**

Project Overview: The Subrecipient will be responsible for administering the rehabilitation project at Casa Mariposa, located at 2301 Periwinkle Way, Sanibel, Florida. The primary focus is the removal and replacement of equipment and facilities damaged by water intrusion due to Hurricane Ian.

Proposed Improvements: The elevator modernization project scope includes but is not limited to remove and replace controller, wiring, fixtures, door operator, hall door, pump unit, hydraulic oil, oil line, hydraulic jack, limit switch, and stop switch; scrape and treat pit metal; and clean and treat pit. Facility rehabilitations will include restoration of driveways and parking lots, and installation of an emergency communications system.

**SECTION II. RECORDS AND REPORTS**

Subrecipient shall maintain all records required by the Federal Regulations specified in 24 CFR §570.506 that are pertinent to the activities to be funded under the Agreement, including but not limited to:

A full description of each activity undertaken and its eligibility criteria.  
Client data demonstrating client eligibility for services provided.

Documentation of the improvements acquired through CDBG assistance.

Compliance with fair housing and equal opportunity components of the CDBG program.

Financial records as required by 24 CFR §550.502 and OMB Circular A-110, and other records to comply with Subpart K of 24 CFR Part 570.

Monthly progress reports will be submitted by the 10th of the following month.

All records, supporting documents and other pertinent records pertinent to the Agreement will be retained for a period of 5 years after completion of the project.

### **SECTION III. TERM OF AGREEMENT**

Services of the Subrecipient began upon approval of the use of the CDBG funds by the Lee County Board of County Commissioners (BoCC) on January 1, 2024 and end on December 31, 2024, unless extend the BoCC; The term may be extended by written authorization granted by Lee County and the Grantee. The term of this Agreement and the provisions herein shall be extended as well to cover any additional time period in which the Subrecipient remains in control of CDBG funds, other CDBG funds became available for rehabilitation of eligible units or other CDBG assets, including program income.

### **SECTION IV. BUDGET AND ACCOUNTING**

Subrecipient agrees to accept as full compensation the total amount not to exceed **\$136,696.00**.

Consistent with the Lee County CDBG Agreement, the Grantee can fund no more than 40% of the work identified in Section I of this Agreement. The Subrecipient must be able to substantiate receipt of at least 60% of revenue from other sources or the budget amount may be reduced accordingly. Documentation of expenses may be required at any time during the contract term if the ratio of Grantee funding for Casa Mariposa project expenses exceeds or is close to exceeding the 40/60% requirement.

The Grantee will make payments on a reimbursement basis to the Subrecipient, and the Payments will be authorized only for work completed during the term of the Agreement.

Reimbursement requests from the Subrecipient will be submitted monthly by the 10th of the following month and will include copies of contractor invoices and cancelled checks paid to contractors. Failure to provide the required documentation by the Subrecipient will prohibit the reimbursement of funds expended.

Grantee will make reimbursement to Subrecipient upon approval of paid expenses and within 45 days after receipt of Subrecipient's reimbursement request package, provided Lee County approves the reimbursement requests submitted by the Grantee.

### **SECTION V. Deferred Payment/Return of Funds**

The Grantee may defer payment to the Subrecipient for noncompliance with contract deliverables or program requirements.

If, because of monitoring or audit, project expenses are found to be ineligible, no future payments will be made until the full amount of ineligible expenses or overpayment is remitted to the Grantee

or a repayment agreement is accepted by Grantee. If the monitoring or audit occurs after the term of this contract expires, the Subrecipient will be required to remit funds to the Grantee in accordance with the repayment conditions below.

The Subrecipient agrees to return to the Grantee any overpayments due to funds disallowed pursuant to the terms of this Agreement and/or Federal requirements, if the amount the Grantee has paid the Subrecipient for project expenses exceeds 40% of project expenses. Such funds shall be considered Grantee funds and must be refunded to the Grantee within thirty (30) days of receiving notice from the Grantee in writing regarding the ineligible expenses or overpayment. Should repayment not be made in a timely manner, the Grantee will charge the Subrecipient interest of one (1) percent per month compounded on the outstanding balance after forty (40) calendar days after the date of notification or discovery. The Subrecipient will be required to reimburse the Grantee for any acts of non-compliance resulting in disallowed costs or fines.

#### **SECTION VI. OTHER ADMINISTRATIVE REQUIREMENTS**

The Subrecipient shall administer its obligations under this Agreement in strict accordance and full compliance with the terms of the Lee County CDBG Agreement.

The Subrecipient agrees to comply with 24 CFR §§84.21-84.28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls and maintain necessary documentation for all cost incurred.

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cast Principles for Non-Profit Organizations." These principles shall be applied for all costs incurred whether charge on a direct or indirect basis.

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this closeout period shall include, but are not limited to, making final payments, disposing of program assets and determining custodian of records.

#### **SECTION VII. HOLD HARMLESS**

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

#### **SECTION VIII. OTHER AGREEMENT REQUIREMENTS**

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee, except funds which may be assigned to a bank, trust company or other financial institution.

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way engaged in political conduct in violation of Chapter I of Title V of the U.S.C.

The Subrecipient agrees to comply with the Clean Air Act, Federal Water Pollution Act as amended, EPA regulations, Flood Disaster Protection Act of 1973 (including flood insurance for rehabilitation), and Lead-Based Paint Regulations.

## **SECTION IX. SUSPENSION AND TERMINATION**

In accordance with 24 CFR 85.43, suspension or termination may occur if Subrecipient materially fails to comply with any terms of this Agreement.

## **SECTION X. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

## **SECTION XI. WAIVER**

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provisions shall not constitute a waiver of such right or provision.

## **SECTION XII. ENTIRE AGREEMENT**

This constitutes the entire Agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement, and it supersedes all prior or contemporaneous communications or proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

## **SECTION XIII. PUBLIC RECORDS**

Unless specifically exempted by Florida law, in whole or in part, Grantee shall comply with the requirements of Section 119 .0701, Florida Statutes, which requires a contractor, as defined therein, to comply with public records laws, and specifically to:

- a. Keep and maintain public records required by Grantee in order to perform the service detailed in this Agreement. This shall include all records relating to Subrecipient's services provided to the Grantee and includes "all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics or means of transmission."
- b. Upon request, provide the public with access to public records on the same terms and conditions that the public agency would provide the records and 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.
- d. Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of the Grantee upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

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

**CITY CLERK  
800 DUNLOP ROAD  
SANIBEL, FL 33957  
(239) 472-3700  
scotty.kelly@mysanibel.com**

**IN WITNESS WHEREOF**, the Parties have signed this Agreement as of the date and year written above.

GRANTEE:  
City of Sanibel

SUBRECIPIENT:  
Community Housing and Resources, Inc.

By \_\_\_\_\_  
Dana A. Souza  
City Manager

By \_\_\_\_\_  
Nicole Decker-McHale  
Executive Director

Date \_\_\_\_\_

Date \_\_\_\_\_

ATTEST

\_\_\_\_\_  
Scotty Lynn Kelly, City Clerk

APPROVED AS TO FORM: \_\_\_\_\_  
John D. Agnew, City Attorney

\_\_\_\_\_  
Date



Lee County  
*Southwest Florida*

**Board of County Commissioners  
HUMAN & VETERAN SERVICES**

**COMMUNITY DEVELOPMENT BLOCK  
GRANT-CV (Cares Act)  
and  
Community Development Block  
Grant (CDBG)**

Subrecipient Contract

with

**City of Sanibel**

**January 1, 2024 – December 31, 2024**



CSFA # \_\_\_\_\_  
CFDA # \_\_\_\_\_ 14.218  
Contract No. 10111  
Funding Source: CDBG-CV  
(Community Development Block Grant)  
CDBG (Community Development Block Grant)

**STANDARD NONPROFIT/GOVERNMENT CONTRACT  
SUBRECIPIENT CONTRACT BETWEEN  
THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
And  
CITY OF SANIBEL**

**THIS CONTRACT** between Lee County, a political subdivision and Charter County of the State of Florida, hereinafter referred to as “**COUNTY**” and **City of Sanibel**, a Nonprofit Corporation/Government/Municipality registered under the laws of Florida Chapter 617, operating under the laws of the State of Florida and, hereinafter referred to as "**PROVIDER**" will become effective upon the date approved by the Board of County Commissioners (BOCC).

**WHEREAS, COUNTY** believes it to be in the public interest to provide certain activities to the Lee County residents through the **PROVIDER** according to this Contract, the agency's intent as stated in the proposal and attachments and/or exhibits, and all other terms and conditions as specified.

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

**ARTICLE I: SCOPE OF SERVICES**

Modernization of the elevator located at CHR (Community Housing and Resources) Mariposa address 2301 Periwinkle Way Sanibel, Florida. Remove and replace equipment in like kind and quality damaged by water intrusion due to Hurricane Ian. Remove and replace controller, remove and replace wiring, remove and replace fixtures, remove and replace door operator, remove and replace hall door, remove and replace pump unit. Remove and replace hydraulic oil. Remove and replace hydraulic jack, remove and replace pit oil line, remove and replace limit switch, remove and replace put stop switch, scrape and treat pit metal, and clean and treat pit. Repair of the roadway: Grading of the roads and carports, removal of the muck from the hurricane, fill the potholes in the road. Lay down shell put on the roadway and in the carports. Lay down rock gravel on top of shell put on roadways and carports for resiliency.

**ARTICLE II: TERM OF CONTRACT**

This Contract shall begin **January 1, 2024** and end, **December 31, 2024** unless terminated as specified in Article IX, Suspension/Termination.

For unit rate contracts, programs must be operational within 45 days of contract begin date (identified above).

**ARTICLE III: COMPENSATION AND REPORTS**

**A. Contract Payment**

The **COUNTY** will make payments on a reimbursement basis to the **PROVIDER** and the **PROVIDER** agrees to accept as full compensation the total amount not to exceed **\$136,696.00**. Payments will be authorized only for work completed and/or services delivered

during the term of the contract as stated in ARTICLE II: TERM OF CONTRACT and prior to the payment request date. Documentation of eligible expenses will be provided as stated in ARTICLE III C. Contract Deliverables. Payment is subject to the provisions of ARTICLE III B. Deferred Payment/Return of Funds and ARTICLE IX: SUSPENSION/TERMINATION. Funding is contingent upon the availability of funds.

The **COUNTY** has agreed to purchase the service(s) listed in Article I. For unit rate contracts, this contract is for the payment of a fixed number of units of service at the fixed unit rate. For line item contracts, this contract is for payment of line item amounts as identified in the approved budget.

<b>Program</b>	<b>Line Item: Approved Budget Category</b>	<b>Line Item: Annual Budget Amount</b>	<b>Line Item: N/A</b>	<b>Total</b>
CDBG-CV	Building & Road Repairs	\$43,671.00		\$43,671.00
CDBG	Building & Road Repairs	\$93,025.00		\$93,025.00
<b>Total</b>				<b>\$136,696.00</b>

For Partnering for Results (PFR) contracts, Lee County will fund no more than 40% of the program's actual cash expenses. The agency must be able to substantiate receipt of at least 60% of revenue from other sources or the amount of contract may be reduced. Documentation of expenses may be required at any time during the contract term if the ratio of county funding to program expenses exceeds or is close to exceeding the 40/60% requirement. In addition, Lee County may not fund program if revenues significantly exceed expenses. Capacity building funds may be approved.

Once funding is approved and a contract issued by Human and Veteran Services (HVS) it must be returned by the agency for execution within 30 days. In addition, funds must begin to be drawn within 60 days of contract execution unless the Contract Coordinator authorizes additional time. Failure to return signed contract or begin spending funds within allocated time frame may result in reduction or forfeiture of funds.

#### **B. Deferred Payment/Return of Funds**

The **COUNTY** may defer payment to the **PROVIDER** for noncompliance with contract deliverables or program requirements.

If, as a result of monitoring or audit, units of service provided are not documented a payment may be deferred. If units are found to be unallowable, no future payments will be made until the full amount of overpayment is remitted to the **COUNTY** or a repayment agreement is accepted by **COUNTY**. If the monitoring or audit occurs after the term of this contract, the **PROVIDER** will be required to remit funds to the **COUNTY** in accordance with the repayment conditions below.

The **PROVIDER** agrees to return to the **COUNTY** any overpayments due to funds disallowed pursuant to the terms of this Contract and/or Federal requirements. For contracts funded under the Partnering for Results (local general fund) process, repayment will be required if the amount paid exceeds 40% of program expenses. Such funds shall be considered **COUNTY** funds and must be refunded to the **COUNTY** within thirty (30) days of receiving notice from the **COUNTY** in writing regarding the overpayment. Should repayment not be made in a timely manner, the **COUNTY** will charge interest of one (1) percent per



month compounded on the outstanding balance after forty (40) calendar days after the date of notification or discovery. The **PROVIDER** will be required to reimburse the **COUNTY** for any acts of non-compliance resulting in disallowed costs or fines.

### C. Contract Deliverables

#### 1. Required Reports (checked boxes are applicable)

**EXHIBIT 1 and Exhibit 1A - Payment Request - Due: Monthly by the 20<sup>th</sup> of the following month.** All payments will be **reimbursement** for eligible expenses/services defined as uncompensated expenses rendered during the contract term and paid prior to final payment request due date as indicated in the Contract Closeout Section (Article III 2 D). Copies of supporting documentation are required as part of the Payment Request for review of grant compliance and before payment will be authorized by Human and Veterans Services. **Reimbursement** for eligible expenses will be made after review and authorization of a correct and complete Exhibit 1 and all required back up documentation. Lee County must be payor of last resort, meaning that if services are eligible to be billed to any other entity including but not limited to: Medicaid, third party insurance or any other entity, Lee County will not pay for that service.

Appropriate back-up/supporting documentation may include: cancelled checks, vendor invoices, authorized purchase orders, attendance/service logs, other funder invoices, expenditure spreadsheets or other original documentation, as well as a copy of the **PROVIDER'S** check issued with authorized signature. For Construction Contracts, inspection reports from qualified officials should be submitted with the appropriate monthly payment request. **For PFR contracts**, documentation of expenses may be required as back-up/supporting documentation if the ratio of county funding to program expenses exceeds or is close to exceeding the 40/60% requirement.

The Exhibit 1 (Payment Request) must be submitted with an **authorized** signature. Cancelled checks, bank statements and/or other documentation from vendor that expense has been paid or service provided may be verified.

If applicable, processing of payment requests is also subject to requirements and conditions as outlined in Attachment A, Program Guidelines.

- EXHIBIT 2-** Program/Demographics/Beneficiary Report – Due: As indicated on Exhibit 2.
- EXHIBIT 3** – Performance Outcomes Report – Due: As indicated on Exhibit 3.
- EXHIBIT 4** – Revenue and Expenses Analysis Report – Due: 30 days following the end of each quarter. (Jan 31; April 30; July 31; Oct 31). Documentation to support expenditures and revenue MUST be uploaded i.e. QuickBooks; Profit/Loss Statement.
- EXHIBIT 5-** Annual Progress Report or Closeout Report- Due as indicated on Exhibit 5 and/or in Section D.
- EXHIBIT 6** - Certificate of Insurance – **Agency inserts in contract**
- EXHIBIT 7** – Statement of Work – **Included in contract**
- EXHIBIT 8** - Equipment/Fixed Assets Inventory Form- Due: 30 days from purchase of equipment or fixed assets, and annually on October 1.

**EXHIBIT 9** - Annual Certification of Continued Operation - Due: As indicated on Exhibit 9.

**EXHIBIT 10**- Current Board of Directors Roster - **Agency inserts in contract**

All exhibits/reports should be submitted electronically (email or uploaded into database if applicable). An electronic signature or a scanned copy of the report with signature is acceptable for all reports/exhibits including the Exhibit 1 (Payment Request) for which signatures are required.

## **2. Required Documents**

Audited Financial Statement and Management Letter for fiscal year(s) in which contract funds are expended – **Due Date: Non profits - 180 days following the end of PROVIDER'S fiscal year(s); Governments/municipalities - 270 days following the end of fiscal year(s).**

Monitoring Reports – A copy of monitoring reports issued from other sources that fund any program covered under this contract and copies of **PROVIDER'S** response to the funding agency are due to the **COUNTY** no later than **30 days** after receipt by the **PROVIDER**.

## **D. Contract Closeout**

Partnering for Results: Revenue and Expenses Analysis Report -**Due: 30 days after contract end.**

Partnering for Results: Final Payment Request –**Due: 4 business days after contract end.**

Partnering for Results: Close-Out Report – **Due 30 days after contract end.**

State Mandated: Final Payment Request – **Due: 4 business days after contract end**

HOME – Close-out package for each property –**Due: 120 days after payment request.**

Supportive Housing Program and Rental Assistance (COC) – Final Payment Request and Annual Progress Report – **Due: 45 days end date of operating year.**

CDBG – Final Payment Request and Beneficiary Reports – **Due: 20<sup>th</sup> of the month after term end.**

Other Funding Source – \_\_\_\_\_ CDBG-CV  
 Final Closeout Payment Request – **Due: January 20, 2025**

## **ARTICLE IV:                      AUDITS, MONITORING, AND RECORDS**

### **A. Monitoring**

The **PROVIDER** agrees to permit persons duly authorized by the **COUNTY** and the Federal or State grantor agency (if applicable) or any representatives to inspect all records, papers, documents, facility's goods and services of the **PROVIDER** and/or interview any clients and employees of the **PROVIDER** to be assured of satisfactory performance of the terms and conditions of this contract to the extent permitted by the law after giving the **PROVIDER** reasonable notice. The monitoring is a limited scope review of the contract and agency management and does not relieve the **PROVIDER** of its obligation to manage the grant in accordance with applicable rules and sound management practices.

Following such monitoring, the **COUNTY** will deliver to the **PROVIDER** a written report regarding the manner in which services are being provided. The **PROVIDER** will rectify all

noted deficiencies within the specified period of time indicated in the monitoring report or provide the **COUNTY** with a reasonable and acceptable justification for not correcting the noted shortcomings. The **PROVIDER'S** failure to correct or justify the deficiencies within the time specified by the **COUNTY** may result in the withholding of payments, being deemed in breach or default, or termination of this Contract.

#### **B. Audits and Inspections**

The **PROVIDER** will make all records referenced in ARTICLE IV C. and all items included on financial statements available for audit or inspection purposes at any time during normal business hours and as often as **COUNTY** deems necessary.

The Clerk of Courts Internal Audit Division, the Federal or State grantor agency (if applicable), Lee County employees, or any of their duly authorized representatives have the right of timely and unrestricted access to any books, documents, papers, or other records of **PROVIDER** or Certified Public Accountant (CPA) that are pertinent to the contract, in order to make audits, examinations, excerpts, transcripts and copies of such documents. If contract noncompliance or material weaknesses in the organization are noted, the **COUNTY** or other authorized representatives have the right to unlimited access to records during an audit or inspection. This includes timely and reasonable access to a **PROVIDER'S** personnel for the purpose of interview and discussion related to such documents.

#### **C. Records**

The **PROVIDER** shall retain all financial, client demographics, and programmatic records, supporting documentation, statistical records, and other records, which are necessary to document service provision, expenditures, income and assets of the **PROVIDER** by funding source, program, and functional expenses category during the term of this contract and a minimum of five (5) years from the date of contract expiration. The retention period may be longer depending on the funding source and it is the **PROVIDER's** obligation to comply with all Federal and State of Florida retention schedules. If any litigation, claim, negotiation, audit, or other action involving the records has been initiated before the expiration of the retention period, the records shall be retained for one (1) year after the final resolution of the action and final resolution of all issues that arise from such action.

**PROVIDER** specifically acknowledges its obligations to comply with §119.0701, F.S., as amended from time to time, with regard to public records, and shall:

- 1) keep and maintain public records that ordinarily and necessarily would be required by the **COUNTY** in order to perform the services required under this Contract;
- 2) upon request from the County's custodian of public records, provide the **COUNTY** with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law;
- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the **COUNTY**, all public records in possession of **PROVIDER** upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the **COUNTY** in a format that is compatible with the information technology system of the **COUNTY**.

**If the PROVIDER has questions regarding the application of chapter 119, Florida statutes, to the PROVIDER's duty to provide public records relating**

**to the contract, contact the custodian of public records at:**

**239-533-2221,**

**2115 SECOND STREET, FORT MYERS, FL 33901,**

**<http://www.leegov.com/publicrecords>.**

**D. Independent Audit**

A complete independent financial audit of the agency's financial statements in accordance with Generally Accepted Accounting Principles (GAAP) and/or current Generally Accepted Government Auditing Standards (GAGAS) as applicable is required and must include the following:

- auditor's opinion
- requisite reports on internal control and compliance, if required
- management letter addressing internal controls (Note: If there were no items to be addressed, the letter must still be completed and state that no comments were noted.)
- management's response to such letter
- the programs that are funded by this Lee County contract either in the statement of functional expenses, revenues and expenditures, footnotes, schedule of Federal awards and State financial assistance or as supplemental data in the financial statements. The statement should be consistent with programs detailed in the corresponding proposal(s), exhibit(s), and attachment(s).

The audit must be submitted electronically to the **COUNTY** no later than one hundred eighty (180) days following the end of a nonprofit **PROVIDER'S** fiscal year and two hundred seventy (270) days following the end of a government/municipality **PROVIDER'S** fiscal year. If applicable, any corrective action plan must be submitted. Failure to submit the report within the required time frame can result in the withholding of payment, or termination of the contract by the **COUNTY**.

The audit must be conducted by an independent, licensed certified public accountant with an unmodified opinion on their current peer review and must be in accordance with the General Accounting Office (GAO) Yellow Book, Generally Accepted Government Auditing Standards, OMB Circular A-133 "Audits of States, Local Governments and Nonprofit Organizations" if applicable, the Florida Single Audit Act (F.S. 215.97) if applicable, and the Auditor General Rule 10.550 (Government) or 10.650 (Not For Profit) as applicable.

**ARTICLE V:        AMENDMENTS**

**PROVIDER** must submit a written request (email is acceptable) for a contract amendment which details the nature of and justification for the requested change and the desired effective date of the change(s). The **COUNTY** reserves the right to approve or deny all contract amendments. An approved amendment shall be documented on the contract amendment form and signed by both parties.

The Department Director may approve amendments to the contract, which do not substantially change the original contracted scope of service and statement of work, including extensions to the end date of the contract as identified in ARTICLE II. The Board of County Commissioners must approve amendments which increase or decrease contract funds; significantly change program design including target population or major changes in outcomes; change or add to the standard provider contract language, which is not for the purpose of correcting original omissions or clarifying original contract intent.

For federally funded projects, HUD must approve (24 CFR 583.405), in writing, any **significant** changes to an approved Homeless Continuum of Care program prior to initiating a

contract amendment. Amendments to CDBG, HOME, or ESG which involve new or alteration of existing activities that will significantly change the scope, location, or objectives of the approved activities or beneficiaries must receive prior HUD approval.

## ARTICLE VI:                      **CONTRACTOR STATUS**

### **A.     Independent Contractor**

It is the Parties' intention that the **PROVIDER** will be an independent contractor and not the **COUNTY's** employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Florida revenue and taxation law, Florida Worker's Compensation law and Florida Unemployment Insurance Law. The **PROVIDER** will retain sole and absolute discretion in the judgment of the manner and means of carrying out the **PROVIDER'S** activities and responsibilities hereunder. The **PROVIDER** agrees that it is a separate and independent enterprise from the public employer, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the **PROVIDER** and **COUNTY**, and **COUNTY** will not be liable for any obligation incurred by the **PROVIDER**, including, but not limited to, unpaid minimum wages and/or overtime premiums.

### **B.   Subcontracts**

Primary roles and responsibilities of **PROVIDER** cannot be subcontracted. It is mutually agreed that any program component that is subcontracted by **PROVIDER** must have a written contract upon execution of this contract. Provider must provide written notice to the **COUNTY** of all subcontractors as well as provide copies of all contracts entered into with subcontractors upon the **COUNTY's** request. Procurement and/or bidding of non primary roles and responsibilities must be awarded on a fair and non collusive basis and must be in compliance with all applicable Lee County, State of Florida and Federal standards. The **PROVIDER** shall not enter into a transaction with a person or affiliate placed on the Florida Department of Management Services' Convicted Vendor List. For projects and services receiving federal funds, the **PROVIDER** shall also not enter into a transaction with debarred, suspended or ineligible contractors and participants included on the Federal Excluded Parties List. The **PROVIDER** must ensure each subcontractor conforms to the terms and conditions of this contract and if applicable Attachment A, Program Guidelines and must be subject to indemnification as stated in Article VIII.

## ARTICLE VII:                      **CONFLICT OF INTEREST**

The **PROVIDER** agrees that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required in this contract. The **PROVIDER** further agrees that no person having any such interest shall be employed or engaged for said performance. The **PROVIDER** agrees that no employee, officer, agent of the provider or its sub-recipients shall participate in the selection, award or administration of a contract or construction bid if a conflict-of-interest, either real or implied, would be involved. The **PROVIDER** or sub-recipient employees, officers and agents should refrain from accepting gratuities, favors or anything of monetary value from contractors or potential contractors based on the understanding that the receipt of such an item of value would influence any action or judgment of the **PROVIDER**.

For federally-funded contracts, conflict of interest provisions described in 2 CFR 200.112 and all other HUD regulations currently in effect and as may be amended from time to time shall apply.

## **ARTICLE VIII:                  RISK MANAGEMENT**

### **A. Hold Harmless and Indemnity Clause**

To the fullest extent permitted by applicable law, **PROVIDER** shall protect, defend, indemnify, save and hold the **COUNTY**, the Board of County Commissioners, its agents, officials, and employees harmless from and against any and all claims, demands, fines, loss or destruction of property, liabilities, damages, for claims based on the negligence, misconduct, or omissions of the **PROVIDER** resulting from the **PROVIDER'S** work as further described in this contract and its attachments, which may arise in favor of any person or persons resulting from the **PROVIDER'S** performance or non-performance of its obligations under this contract except any damages arising out of personal injury or property claims from third parties caused solely by the negligence, omission(s) or willful misconduct of the **COUNTY**, its officials, commissioners, employees or agents, subject to the limitations as set out in Florida general law, Section 768.28, Florida Statutes, as amended from time to time. Further, **PROVIDER** hereby agrees to indemnify the **COUNTY** for all reasonable expenses and attorney's fees incurred by or imposed upon the **COUNTY** in connection therewith for any loss, damage, injury, liability or other casualty. **PROVIDER** additionally agrees that the **COUNTY** may employ an attorney of the **COUNTY'S** own selection to appear and defend any such action, on behalf of the **COUNTY**, at the expense of the **PROVIDER**. The **PROVIDER** further agrees to pay all reasonable expenses and attorney's fees incurred by the **COUNTY** in establishing the right to indemnity.

The **PROVIDER** further agrees that it is responsible for any and all claims arising from the hiring of individuals relating to activities provided under the Contract. All individuals hired are employees of the **PROVIDER** and not of the **COUNTY**.

### **B. Insurance Requirements**

#### **Insurance – Nonprofit Providers**

The **PROVIDER** agrees to secure and maintain the insurance coverage outlined below during the term of this Contract. The **PROVIDER** agrees that this insurance requirement shall not relieve or limit **PROVIDER'S** liability and that the **COUNTY** does not in any way represent that the insurance required is sufficient or adequate to protect the **PROVIDER'S** interests or liabilities, but are merely minimums. It is the responsibility of the **PROVIDER** to insure that all subcontractors comply with the insurance requirements.

Certificate(s) of Insurance **namimg Lee County, a Political Subdivision and Charter County of the State of Florida** will be attached to this contract as an exhibit. Name and address for Certificate Holder should be: Lee County, a Political Subdivision and Charter County of the State of Florida, P.O. Box 398, Fort Myers, FL 33902. Certificate(s) must be provided for the following coverage's at the time of contract execution and upon policy renewal. Renewal certificates are due to Lee County on or before expiration date.

1. **Workers' Compensation**– Statutory benefits as defined by Florida Statute 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees. Employers' liability will have minimum limits of:  
\$100,000 per accident  
\$500,000 disease limit  
\$100,000 disease limit per employee
2. **Commercial General Liability** – Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability, and broad form property damage exposures with minimum limits of:  
\$500,000 bodily injury per person (BI)

\$1,000,000 bodily injury per occurrence (BI)  
\$500,000 property damage (PD) or  
\$1,000,000 combined single limit (CSL) of BI and PD

The General Liability Policy Certificate shall name "**Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials**" as "**Additional Insured**". The **PROVIDER** agrees that the coverage granted to the Additional Insured applies on a primary basis, with the Additional Insured's coverage being excess.

3. **Business Auto Liability** – The following Automobile Liability will be required and coverage shall apply to all owned, hired, and non-owned vehicles used with minimum limits of:  
\$100,000 bodily injury per person (BI)  
\$300,000 bodily injury per occurrence (BI)  
\$100,000 property damage (PD) or  
\$300,000 combined single limit (CSL) of BI and PD
4. **Directors & Officers Liability** – Entity coverage to cover claims against the organization directly for wrongful acts with limits not less than \$100,000.
5. **Fidelity Bonding** – Covering all employees who handle the agency's funds. The bond amount must be equivalent to the highest daily cash balance or a minimum amount of \$50,000.

#### **Insurance – Government/Municipality**

Documentation of the above coverage requirements are not applicable to government/municipalities that are self-insured.

#### **C. Notice of cancellation or modification**

The **COUNTY** will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Lee County Risk Manager, P. O. Box 398, Ft. Myers, FL 33902.

### **ARTICLE IX: SUSPENSION/TERMINATION**

#### **A. Suspension**

The **COUNTY** reserves the right to suspend funding for failure to comply with the requirements of this contract. Agencies that fail to submit required documents by the due date can be suspended, and payment will be withheld until all requirements are satisfied.

In the event **PROVIDER** ceases operation for any reason or files for protection from creditors under bankruptcy law, any remaining unpaid portion of this Contract, less funds for expenditures already incurred, shall be retained by the **COUNTY** and the **COUNTY** shall have no further funding obligation to the **PROVIDER** with regard to those unpaid funds.

For contracts funded under "Partnering for Results": Lee County will fund no more than 40% of the program's actual cash expenses. The **COUNTY** reserves the right to suspend contract until final expenses/revenue is confirmed.

#### **B. Termination by County**

The **COUNTY** may at any time and for any reason cancel this Contract by giving twenty-four

(24) hours written notice to the **PROVIDER** by Certified Mail, Process Server or Hand Delivery following a determination by the County Manager or designee, at its sole discretion, that such cancellation is in the best interest of the people of the county. From the date of cancellation, neither party shall have any further obligation unless specified in the termination notice.

If the financing for this project is contingent upon funding sources other than Lee County as identified in the proposal/application of the contract and such funds become unavailable the obligations of each party hereunder may be terminated upon no less than twenty-four (24) hours written notice.

For contracts funded under “Partnering for Results”: Lee County will fund no more than 40% of the program’s actual cash expenses. The **COUNTY** reserves the right to terminate contract upon no less than twenty four (24) hours written notice.

For unit rate contracts, if program is not operational within 45 days from contract start date, funds for said program will be withdrawn and contract will be amended or terminated.

### **C. Termination by Provider**

The **PROVIDER** may at any time and for any reason cancel this Contract by giving seventy-two (72) hours prior written notice to the **COUNTY** by Certified Mail or Process Server of such and specifying the effective date.

**COUNTY'S** obligation to make any payments under any provision of this Contract shall cease on the effective date of termination.

## **ARTICLE X: ASSURANCE, CERTIFICATIONS, AND COMPLIANCE**

The **PROVIDER** agrees that compliance with these assurances and certifications constitutes a condition of continued receipt of or benefit from funds provided through this Contract, and that it is binding upon the **PROVIDER**, its successors, transferees, and assignees for the period during which services are provided.

### **IMMIGRATION LAWS:**

The **COUNTY** will not intentionally award contracts to any provider/contractor/vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act (INA).

The **COUNTY** shall consider the employment by any **PROVIDER** of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of the contract by The **COUNTY**.

### **OTHER REQUIREMENTS:**

The **PROVIDER** further assures that all contractors, subcontractors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of statutes, regulations, guidelines and standards. By acceptance of this funding, the **PROVIDER** assures and certifies the following:

- A. That they will comply with all applicable laws, ordinances, and regulations of the United



States, the State of Florida, the **COUNTY**, and the municipalities as said laws, ordinances, and regulations exist and are amended from time to time. In entering into this contract, the **COUNTY** does not waive the requirements of any **COUNTY** or local ordinance or the requirements of obtaining any permits or licenses that are normally required to conduct business or activity contemplated by the **PROVIDER**.

- B. That they will comply with all applicable Federal, State and local anti-discrimination laws pertaining to nondiscrimination in programs receiving Federal financial assistance, including but not limited to:
- **Title VI of the Civil Rights Act of 1964**, as amended, and its implementing regulations – including that recipients/grantees of federal financial assistance are required to take reasonable steps to ensure meaningful access to persons who are Limited English Proficiency (LEP), as per Executive Order 13166.
  - **Section 109 - Title I of the Housing & Community Development Act of 1974**
  - **Section 504 of the Rehabilitation Act of 1973** (29 U.S.C. 794)
  - **Age Discrimination Act of 1975** (42 U.S.C. 610 et. seq.)
  - **Fair Housing Act**

Additional information can be accessed at the following websites:

[http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/fair\\_housing\\_equal\\_opp/FHLaws](http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/FHLaws)  
[http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/fair\\_housing\\_equal\\_opp](http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp)  
[https://www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp/promotingfh/lep-mfh-faq](https://www.hud.gov/program_offices/fair_housing_equal_opp/promotingfh/lep-mfh-faq)

These requirements are designed to prevent discrimination in the delivery of benefits and services because of race, color, religion (creed), sex, national origin, age, familial status or disability. Affirmative marketing plans and use of universal design features for construction and rehabilitative projects should be incorporated when possible.

All advertising of residential real estate for sale, rent, or financing should contain an equal housing opportunity logotype, statement, or slogan as a means of educating the home seeking public that the property is available to all persons regardless of race, color, religion, sex, handicap, familial status, or national origin. The choice of logotype, statement or slogan will depend on the type of media used (visual or auditory) and, in space advertising, on the size of the advertisement. Different styles/types/sizes of logos and information regarding brochures and can be located at the following website:

<http://portal.hud.gov/hudportal/HUD?src=/library/bookshelf11/hudgraphics/fheologo>

- C. That they will comply with the Americans with Disabilities Act of 1990 (“ADA”) (as codified at U.S.C 42.126 (sections 12101-12213) and 28CFR35, which gives civil rights protections to individuals with disabilities, guaranteeing equal opportunity for individuals with disabilities in employment, public accommodations, transportation, State and local government services, and telecommunications. A Single-Point-of-Contact shall be required if the agency employs 15 or more employees. The Single-Point-of-Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the **PROVIDER’s** Single-Point-of-Contact.
- D. That they will administer their programs under procedures, supervision, safeguards, and such other methods as may be necessary to prevent fraud and abuse, and that it will target its services to those who most need them.
- E. That if clients are to be transported under this contract, the **PROVIDER** will comply with the provisions of Chapter 427, Florida Statutes, which requires the coordination of transportation for the disadvantaged.

- F. That any products or materials purchased with contract funds shall be procured in accordance with the provisions of Chapter 403.7065, Florida Statutes, which refers to the procurement of products or materials with recycled content.
- G. That they will comply with Chapter 39.201, Florida Statutes, that any person who knows, or has reasonable cause to suspect, that a child is abused, abandoned, or neglected by a parent, legal custodian, caregiver, or other person responsible for the child's welfare, as defined in this chapter, shall report such knowledge or suspicion to the Florida Abuse Hotline (1-800-962-2873).
- H. That they will comply with Chapter 415.1034, Florida Statutes, that any person who knows or has reasonable cause to suspect that a vulnerable and or disabled adult has been abused, neglected, or exploited, shall immediately report such knowledge or suspicion to the Florida Abuse Hotline (1-800-962-2873).
- I. That if personnel in programs under this contract work directly with children/youths and vulnerable or disabled adults, the **PROVIDER** will comply with applicable provisions under Florida Statutes 943.0542; 943.04351; 393.0655; 402, regarding employment screening.
- J. That they will comply with Chapter 216.347, Florida Statutes, which prohibits the expenditure of contract funds for the purpose of lobbying the legislature, State or county agencies.
- K. That they will notify the **COUNTY** immediately of any funding source changes and/or additions from other sources that are different from that shown in the **PROVIDER'S** application/proposal. This notification must include a statement as to how this change in funding affects provision of service as well as the use of and continued need for **COUNTY** funds.
- L. That they will acknowledge support for activities funded wholly or in part by **COUNTY** funds. In publicizing, advertising, or describing the program, state "Funding provided by Lee Board of County Commissioners".
- M. That they will notify the **COUNTY** of any changes to the **PROVIDER** organization to include Board Membership (roster), Articles of Incorporation and Bylaws within ten (10) working days of the effective date.
- N. For federally funded programs, that they will comply with applicable uniform administrative requirements as described in 2 CFR Part 200 and all other established, applicable HUD regulations as now in effect and as may be amended from time to time.
- O. The **PROVIDER** shall ensure that Lee County funds are restricted to people legally able to reside in the US.
- P. The **PROVIDER** is prohibited from using contracted funds for the following: political activities; lobbying; political patronage; nepotism activities; and inherently religious activities such as worship, religious instruction, or proselytization.
- Q. The **PROVIDER** must verify employment eligibility of all new employees hired during the contract term through the U.S. Department of Homeland Security's E-Verify system.

## ACT OF 1996 (HIPAA)

Lee County, pursuant to the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) is a “covered entity” as the law defines that term. Any “personal health information” (PHI) as defined by the law that the **COUNTY** receives pursuant to this Agreement is subject to the disclosure and security requirements of HIPAA. Transfer of information to the **COUNTY** sufficiently “de-identified” to no longer be considered PHI is encouraged as being in the best interest of client PHI confidentiality to the extent that client services are unaffected. Particular methods to accomplish the highest levels of client service coupled with PHI confidentiality shall be an ongoing task of the affected staffs of the **COUNTY** and **PROVIDER**.

### **ARTICLE XII: CONTRACT DISPUTE RESOLUTION PROCEDURE**

Any dispute between the parties with respect to provisions contained in a Lee County Human and Veteran Services contract or issues that arise pertinent to a contract shall be resolved as follows:

The parties may, by mutual agreement, attempt to resolve their dispute in the following manner within a thirty (30) day period. If both parties are in agreement, the thirty (30) day time period can be extended for an additional ten days.

- a. Duly authorized representatives shall meet as often as mutually agreeable to discuss in good faith the dispute and to negotiate a mutually agreeable resolution. Authorized representatives for HVS include Contract Coordinator, and Program Manager.
- b. During the course of the dispute process requests made by one Party to the other for non-privileged information, reasonably related to the dispute shall be responded to in good faith.
- c. If the dispute is unable to be resolved between the authorized representatives within the specified time period, it will be forwarded to the Department Director for resolution. A decision by the Director will be issued within ten days.
- d. If the dispute remains unresolved after the Department Director’s decision, the parties may proceed to litigation. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles. Unless otherwise agreed in writing, **PROVIDER** will be required to continue all obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.
- e. Either Party may at any time commence formal court proceedings, which shall be immediately communicated, and will end the informal Dispute Resolution process as described in paragraph a-c above.

**ARTICLE XIII:           NOTICES**

Official notices concerning this Contract will be directed to the following authorized representatives:

**PROVIDER:**

Name:     Dana A. Souza      
 Title:     City Manager      
 Agency:     City of Sanibel      
 Address:     800 Dunlop Road      
    Sanibel, Florida. 33957      
 Telephone:     239-472-3700      
 E-Mail :     dana.souza@mysanibel.com    

**COUNTY:**

Name:     Sheena Journey      
 Title:     Contract Coordinator      
 Agency:     Human and Veteran Services      
 Address:     2440 Thompson St      
    Fort Myers, Florida 33901      
 Telephone:     239-533-7980      
 Fax:     239-533-7960      
 Email :     sjourney@leegov.com    

The signatures of the **two** persons shown below are designated and authorized to sign all applicable reports:

    DANA A. SOUZA      
 Name (printed/typed)  
    [Signature]      
 Signature  
    CITY MANAGER      
 Title

OR

    Steve Chaipul      
 Name (printed/typed)  
    [Signature]      
 Signature  
    Deputy City Manager / CFO      
 Title

In the event that Provider designates different representatives after execution of this contract, notice of the name and address of the new representative will be rendered in writing by authorized officer of **PROVIDER** to the **COUNTY**.

**ARTICLE XIV:    SPECIAL PROVISIONS**

If needed, **PROVIDER** may be called upon to assist the **COUNTY** during a natural disaster or emergency. This includes the use of the **PROVIDER'S** facility to assist with Emergency Food Stamp preregistration if facility is operational and computer terminals are available. **PROVIDER** will be responsible to notify United Way 211 immediately after a disaster declaration if the location is accessible and operational and of any **PROVIDER** staff who are available to assist with recovery efforts.

**ARTICLE XV:    ALL TERMS AND CONDITIONS INCLUDED**

This contract and its attachments, and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or

provision of this contract is legally determined unlawful or unenforceable, the remainder of the contract shall remain in full force and effect and such terms or provisions shall be stricken.

IN WITNESS THEREOF, PROVIDER and COUNTY have caused this contract and all Contract Exhibits and Attachments as indicated on next page to be executed by their undersigned officials as duly authorized.

PROVIDER:

By: DANA A. SOUZA  
Name (print)

[Signature]  
(Signature of authorized officer)

CITY MANAGER  
Title

9/17/2024  
Date

COUNTY: LEE COUNTY

By: Mike Green  
Name (print)

[Signature]  
(Signature of authorized officer)

Board of County Commissioners  
Title

10-25-24  
Date

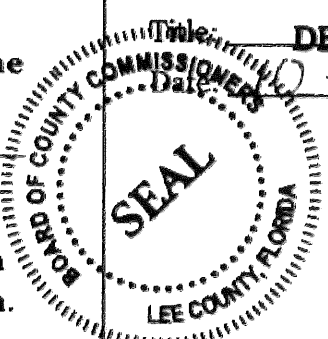
STATE OF FLORIDA  
COUNTY OF Lee

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 17 day of September, 24 (year), by, Dana Souza who is personally known to me or who has produced \_\_\_\_\_ as identification and who  did ( did not) take an oath.

ATTEST:  
CLERK OF CIRCUIT COURT

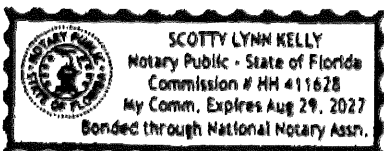
By: [Signature]

Title: DEPUTY CLERK  
Date: 10-25-24



NOTARY:  
By: [Signature]  
Notary of Public (Signature)

Scotty Lynn Kelly  
Name (typed)



APPROVED AS TO FORM FOR THE RELIANCE OF LEE COUNTY ONLY:

By: [Signature]

Date: 10-23-24  
OFFICE of the COUNTY ATTORNEY

Lee County Human and Veteran Services

CONTRACT EXHIBITS & ATTACHMENTS

*Applicable items are checked. If item is not checked, it does not apply to this contract.*

EXHIBITS (Required Reports/Documentation):

- Exhibit 1      Payment Request
- Exhibit 2      Beneficiary Report
- Exhibit 3      Construction Progress Report
- Exhibit 4      Unit Cost Analysis Report
- Exhibit 5      Annual Progress Report or Closeout Report
- Exhibit 6      Certificates of Insurance
- Exhibit 7      Statement of Work
- Exhibit 8      Declaration of Restrictive Covenant
- Exhibit 9      Annual Certification of Continued Operation
- Exhibit 10      Board of Directors Roster

ATTACHMENTS

- ATTACHMENT A      Program Guidelines (CDBG)
- ATTACHMENT B      Compliance and Other Requirements

# EXHIBIT 1 PAYMENT REQUEST Line Item Contract

Human and Veteran Services  
2440 Thompson Street  
Ft. Myers, FL 33901  
submit by E-Mail: [sjourney@leegov.com](mailto:sjourney@leegov.com)

Phone: 239-533-7980  
FAX: 239-533-7960

Contract No. \_\_\_\_\_

Contract Term: 01/01/2024 12/31/2024  
Reporting Period: \_\_\_\_\_

Check appropriate line:  
 Regular Reimbursement  
 Final Reimbursement

Agency: City of Sanibel  
 Mailing Address: 800 Dunlop Road  
 Sanibel, FL, 33957  
 Phone: 239-472-3700  
 FAX: 239-472-3065  
 E-mail: [nicole@sanibelchr.org](mailto:nicole@sanibelchr.org)

Reports are due by the twentieth calendar day after the end of the reporting period.

A. Approved Budget Categories	B. Approved Annual Budget Amount	C. Balance Forward end of prior month	D. Total Paid Expenditures for Reporting Period	E. Remaining Balance End of Reporting Period (Col. C-D)
CDBG-CV	\$ 43,671.00	-	-	-
CDBG (Building Repairs)	\$ 93,025.00	-	-	-
<b>Total:</b>	<b>\$ 136,696.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**PROVIDER:** By signing below, I certify that the work and/or services provided and reported in Exhibit 1 are for uncompensated expenses/units, and have been completed and/or delivered to the best of my knowledge. I further attest that payment has been made in accordance with all applicable statutes, regulations and approved County contract. I understand that knowingly providing false information could result in investigation and prosecution.

I certify 100% of the hours worked were solely for the eligible activity as stipulated in the contracted Scope of Services and Exhibit 7 Statement of Work or that a activity tracking record (time sheet) has been provided. I further certify that all hours and services billed to this contract are eligible under CDBG regulationsStatement of Work.

**Signature of Authorized Official:** \_\_\_\_\_  
**Date approved:** \_\_\_\_\_

**FOR LEE COUNTY USE ONLY**

By signing below, I certify that to the best of my knowledge and abilities, the work and/or services provided have been inspected, monitored or reviewed and appear to be in compliance with all applicable statutes, regulations, and approved County contract.

**AUTHORIZED BY:** \_\_\_\_\_  
**APPROVED AMOUNT:** \$ \_\_\_\_\_  
**DATE APPROVED:** \_\_\_\_\_

**EXHIBIT 2: QUARTERLY BENEFICIARY REPORT**

**Due Quarterly.** On all reports, the number of beneficiaries in all categories must equal the number of beneficiaries for the reporting period.

Subrecipient: \_\_\_\_\_ Activity: \_\_\_\_\_ Reporting Period: \_\_\_\_\_  
 (months covered in the quarter) (year)

Total beneficiaries served: \_\_\_\_\_

**INCOME:** Household income is calculated and reported according to the annual income limits published by HUD and can be found at: <http://www.huduser.org/portal/datasets/il.html>. Income percentages indicate "at or below" that percentage and are a percentage of the area median income (AMI).

More than 80% AMI: \_\_\_\_\_ At or below 80% AMI: \_\_\_\_\_ At or below 50% AMI: \_\_\_\_\_ At or below 30% AMI: \_\_\_\_\_

**RACE/ETHNICITY:** Report the number of beneficiaries for the reporting period in the box below the appropriate category.

	White	Black/ African American	Asian	American Indian/ Alaskan Native	Native Hawaiian/ Other Pacific Islander	American Indian/ Alaskan Native & White	Asian & White	Black / African American & White	American Indian/Alaskan Native & Black/African American	Other Multi- racial
Number Hispanic										
Number Non-Hispanic										

Female-Headed Households: \_\_\_\_\_

Units Occupied by Elderly: \_\_\_\_\_

**PERFORMANCE MEASUREMENTS:**

Number of persons assisted with NEW access to the service/benefit being provided: \_\_\_\_\_  
 Number of persons assisted with IMPROVED access to the service/benefit being provided: \_\_\_\_\_  
 Number of beds CREATED in overnight shelter and/or other emergency housing: \_\_\_\_\_

**NARRATIVE:** For this reporting period, provide a brief summary of activities completed and any accomplishments achieved. \_\_\_\_\_

PROVIDER hereby certifies that all information reported in this exhibit has been collected and reported in compliance with all applicable statutes and regulations, and in accordance with the approved County contract.

**Completed by:** \_\_\_\_\_ **Date** \_\_\_\_\_



EXHIBIT 3: CONSTRUCTION PROGRESS REPORT

**Due with monthly payment request.** Provide detailed information on the progress of the project, including, but not limited to:

- Design Modifications
- Development Order/Permitting Process
- Narrative Indicating Type of Work Completed During the Reporting Period
- Building Inspection Report Results
- Construction Change Orders

Subrecipient: \_\_\_\_\_

Contract No.: \_\_\_\_\_

Activity: \_\_\_\_\_

Reporting Period: \_\_\_ / \_\_\_ / \_\_\_ to \_\_\_ / \_\_\_ / \_\_\_

For this reporting period, provide a brief summary of activities completed and any accomplishments achieved.

---



---



---



---



---



---



---



---



---



---

PROVIDER hereby certifies that all information reported in this exhibit has been collected and reported in compliance with all applicable statutes and regulations, and in accordance with the approved County Contract.

Signed by: \_\_\_\_\_ Date \_\_\_\_\_

**EXHIBIT 5: CDBG & CDBG-CV CLOSEOUT (BENEFICIARY REPORT)**

**Due with final payment request.** On all reports, the number of beneficiaries in all categories must equal the number of beneficiaries for the reporting period.

Subrecipient: \_\_\_\_\_ Activity: \_\_\_\_\_ Reporting Period: \_\_\_\_\_ (months covered in the quarter) (year)

Total beneficiaries served: \_\_\_\_\_

**INCOME:** Household income is calculated and reported according to the annual income limits published by HUD and can be found at: <http://www.huduser.org/portal/datasets/il.html>. Income percentages indicate "at or below" that percentage and are a percentage of the area median income (AMI).

More than 80% AMI: \_\_\_\_\_ At or below 80% AMI: \_\_\_\_\_ At or below 50% AMI: \_\_\_\_\_ At or below 30% AMI: \_\_\_\_\_

**RACE/ETHNICITY:** Report the number of beneficiaries for the reporting period in the box below the appropriate category.

	White	Black/ African American	Asian	American Indian/ Alaskan Native	Native Hawaiian/ Other Pacific Islander	American Indian/ Alaskan Native & White	Asian & White	Black / African American & White	American Indian/Alaskan Native & Black/African American	Other Multi- racial
Number Hispanic										
Number Non-Hispanic										

Female-Headed Households: \_\_\_\_\_

Units Occupied by Elderly: \_\_\_\_\_

**PERFORMANCE MEASUREMENTS:**

Number of persons assisted with **NEW** access to the service/benefit being provided: \_\_\_\_\_  
 Number of persons assisted with **IMPROVED** access to the service/benefit being provided: \_\_\_\_\_  
 Number of beds **CREATED** in overnight shelter and/or other emergency housing: \_\_\_\_\_

**NARRATIVE:** For this reporting period, provide a brief summary of activities completed and any accomplishments achieved. \_\_\_\_\_

PROVIDER hereby certifies that all information reported in this exhibit has been collected and reported in compliance with all applicable statutes and regulations, and in accordance with the approved County contract.

**Completed by:** \_\_\_\_\_ **Date** \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/28/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

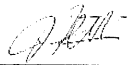
<b>PRODUCER</b> Heidrick & Company Insurance 1648 Periwinkle Way  Sanibel FL 33957		<b>CONTACT NAME:</b> James Barreca <b>PHONE (A/C, No, Ext):</b> (239) 579-0660 <b>E-MAIL ADDRESS:</b> james@sanibelinsurance.com <b>FAX (A/C, No):</b> (888) 767-1665	
<b>INSURED</b> Community Housing and Resources, Inc 800 Casa Ybel Rd. Unit 7  Sanibel FL 33957		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Colony Insurance Company <b>INSURER B:</b> Progressive Express Ins Co <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** CL2422203229      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			600 GL 0214042-00	06/30/2023	06/30/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			973507039	09/13/2023	09/13/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist BI \$ 1,000,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Fidelity Bond			999129884	09/07/2021	Continued Through 9/7/24	Current Bond Amt \$100,000

Lee County, A Political Subdivision and Charter County of the State of Florida, Its Agents, Employees, and Public Officials are named as additional insured with regards to General Liability per written contract.

<b>CERTIFICATE HOLDER</b> Lee County A Political Subdivision and Charter County of the State of Florida PO Box 398 Fort Myers, FL, 33902	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/28/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Heidrick & Company Insurance 1648 Periwinkle Way Sanibel FL 33957		<b>CONTACT NAME:</b> James Barreca <b>PHONE (A/C, No, Ext):</b> (239) 579-0660 <b>FAX (A/C, No):</b> (888) 767-1665 <b>E-MAIL ADDRESS:</b> james@sanibelinsurance.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Kinsale Insurance Company	<b>NAIC #</b> 38920
		<b>INSURER B:</b> Progressive Express Ins Co	10193
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** CL2422203230      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			0100246786	06/27/2023	06/27/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			973507039	09/13/2023	09/13/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist BI \$ 1,000,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						PER STATUTE    OTH-ER EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Fidelity Bond				09/07/2021	Continued Through 9/7/24	Current Bond Amt \$100,000

Lee County, A Political Subdivision and Charter County of the State of Florida, Its Agents, Employees, and Public Officials are named as additional insured with regards to General Liability per written contract.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
Lee County A Political Subdivision and Charter County of the State of Florida PO Box 398 Fort Myers, FL, 33902	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>John Arden</i>

© 1988-2015 ACORD CORPORATION. All rights reserved.

NDO1020350U

Renewal of Number

# United States Liability Insurance Company

1190 Devon Park Drive, Wayne, Pennsylvania 19087

A Member Company of United States Liability Insurance Group

Direct Bill Policy

POLICY DECLARATIONS

No. NDO1020350V

NAMED INSURED AND ADDRESS:

**COMMUNITY HOUSING AND RESOURCES INC.**

**2401 LIBRARY WAY**

**SANIBEL, FL 33957**

POLICY PERIOD: (MO. DAY YR.) From: 04/20/2023 To: 04/20/2024

12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

BUSINESS DESCRIPTION: Non-Profit Directors and Officers

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.**

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED.

	PREMIUM
Non Profit Management Liability Coverage Parts	\$3,151.00
FIGA Surcharge	\$63.02
<b>TOTAL:</b>	<b>\$3,214.02</b>

Coverage Form(s) and Endorsement(s) made a part of this policy at time of issue

**See Endorsement EOD (1/95)**

Agent: HULL & COMPANY, LLC (FT. LAUDERDALE, FL) (228)  
P O BOX 934551  
Atlanta, GA 31193

Broker: The Pakat Group

Issued: 04/19/2023 8:23 AM

By:   
Authorized Representative

UPD (08-07) THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

**NON PROFIT MANAGEMENT LIABILITY COVERAGE PART DECLARATIONS**

PLEASE READ YOUR POLICY CAREFULLY.

THIS IS A CLAIMS MADE POLICY COVERAGE FORM AND UNLESS OTHERWISE PROVIDED HEREIN, THE COVERAGE OF THIS FORM IS LIMITED TO LIABILITY FOR CLAIMS FIRST MADE DURING THE POLICY PERIOD, OR THE EXTENSION PERIOD, IF APPLICABLE. DEFENSE COSTS SHALL BE APPLIED AGAINST THE RETENTION.

**No. NDO1020350V**

Effective Date: **04/20/2023**

12:01 AM STANDARD TIME

ITEM I. PARENT ORGANIZATION AND PRINCIPAL ADDRESS

**COMMUNITY HOUSING AND RESOURCES INC.  
2401 LIBRARY WAY  
SANIBEL, FL 33957**

ITEM II. POLICY PERIOD: (MM/DD/YYYY) From: 04/20/2023 To: 04/20/2024

**Non Profit Directors and Officers Liability Coverage Part**

ITEM III. LIMITS OF LIABILITY

a. Non Profit Directors & Officers	\$1,000,000	EACH CLAIM
b. Non Profit Directors & Officers	\$1,000,000	IN THE AGGREGATE

ITEM IV. RETENTION: \$10,000 EACH CLAIM

ITEM V. PREMIUM: \$2,683

RETROACTIVE DATE: Full Prior Acts

PRIOR OR PENDING LITIGATION See form DO-298

**Employment Practices Liability Coverage Part**

ITEM III. LIMITS OF LIABILITY

a. Employment Practices	\$1,000,000	EACH CLAIM
b. Employment Practices	\$1,000,000	IN THE AGGREGATE

ITEM IV. RETENTION: \$10,000 EACH CLAIM

ITEM V. PREMIUM: \$468

RETROACTIVE DATE: Full Prior Acts

PRIOR OR PENDING LITIGATION See form DO-298

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

This endorsement modifies insurance provided under the following:

**NON PROFIT MANAGEMENT LIABILITY POLICY**

**FLORIDA STATE AMENDATORY ENDORSEMENT**

To be attached to and form a part of all Non Profit Management Liability Policies written in the state of Florida.

It is hereby agreed that the following sections are amended and supersede any provision to the contrary:

The General Terms and Conditions, Section VIII. CHANGES IN EXPOSURE, "Takeover of the Named Insured", Item 3. is deleted and replaced by the following:

Right to Purchase

3. The **Named Insured** shall have the right to purchase an Extended Reporting Period, subject to Section II. EXTENDED REPORTING PERIOD herein, to report **Claims** arising out of **Wrongful Acts** occurring prior to the effective date of any **Takeover**.

It is further agreed that the any reference to "Retention" in the General Terms and Conditions, Directors and Officers Coverage Part, Employment Practices Coverage Part, or Fiduciary Liability Coverage Part shall be replaced by "Deductible"

All other terms and conditions of this **Policy** remain unchanged. This endorsement is a part of your **Policy** and takes effect on the effective date of your **Policy** unless another effective date is shown.

**EXHIBIT 7  
STATEMENT OF WORK-PROGRAM DESCRIPTION**

Name of Agency: City of Sanibel

Program: CDBG-CV & CDBG

*Describe the program being funded; include the following:*

1. Hours, days, location of operation:
2. Activities/services provided:

Modernization of the elevator located at CHR (Community Housing and Resources) Mariposa address 2301 Periwinkle Way Sanibel, Florida. Remove and replace equipment in like kind and quality damaged by water intrusion due to hurricane Ian. Remove and replace controller, remove and replace wiring, remove and replace fixtures, remove and replace door operator, remove and replace hall door, remove and replace pump unit. Remove and replace hydraulic oil. Remove and replace hydraulic jack, remove and replace pit oil line, remove and replace limit switch, remove and replace put stop switch, scrape and treat pit metal, and clean and treat pit.

Repair of the roadway:

Grading of the roads and carports, removal of the muck from the hurricane, fill the potholes in the road. Lay down shell put on the roadway and in the carports. Lay down rock gravel on top of shell put on roadways and carports for resiliency.



**EXHIBIT 9**  
**ANNUAL CERTIFICATION OF CONTINUED USE**  
**Community Development Block Grant**  
**Program-CV & Community Development Block**  
**Program (CDBG)**

The Community Development Block Grant (CDBG) Program is regulated by the Code of Federal Regulations at 24 CFR 570. Section 570.505 apply standards to real property which was acquired or improved in whole or in part using CDBG funds in excess of \$25,000. The standard requires that the use of such property (including beneficiaries) may not change from that for which the acquisition or improvement was made until five years after the entire CDBG grant received by Lee County Department of Human Services has been expended and closed out.

\_\_\_\_\_ property improvement was funded from HUD Program Year 20 (CDBG Year\_\_\_). It is anticipated that all funds received by Lee County Department of Human Services under this program year will be expended and the grant closed by 20\_. Therefore an Annual Certification of Continued Use must be completed annually which certifies that the property continues to be used for the purpose under which it was funded.

The Certification must be completed and returned to Lee County Department of Human Services, 2440 Thompson Street, Fort Myers, FL 33901 annually by\_\_\_\_\_, 20 thru at least\_\_\_\_\_, 20\_. Lee County reserves the right to extend the Continued Use period until the entire HUD Program Year 20\_ (CDBG Year \_\_) grant has been closed out.

Contract Number: \_\_\_\_\_

Project/Facility Name: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Being authorized to complete Contract reports/exhibits, I hereby certify that during the past year the above mentioned facility that received assistance for rehabilitation work from the Community Development Block Grant Program **has been used for** \_\_\_\_\_.

\_\_\_\_\_  
Signature Title

\_\_\_\_\_  
Date

## EXHIBIT 10



### Community Housing and Resources Board of Directors

President – Roger Grogman, retired Vice President of Marketing.  
Address: 830 Limpet Dr. Sanibel, FL. 33957.

Vice President- Erika Steiner, retired CFO.  
Address: 1232 Isabel Dr. Sanibel, FL. 33957.

Secretary – Laura DeBruce, Lawyer and small business owner on Sanibel Island.  
2275 Starfish Lane. Sanibel, FL. 33957.

Treasurer – Doug Babcock, CEO of Sanibel Captiva Beach Resorts.  
Address: 2512 Wulfert Rd. Sanibel, FL. 33957.

Director – Robert Miller, retired Partner/Co-Founder of Greywolf Capital  
Address: 845 Birdie View Pt. Sanibel, FL. 33957.

Director – Shelley Greggs, retired School Psychologist (NCSP)  
Address: 4195 Dingman Dr. Sanibel, FL. 33957.

Director – Kate Sargent, Counsel/Attorney for Great Prairie Risk Solutions.  
Address: 6020 Dinkins Lake Rd. Sanibel, FL. 33957.

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

The CDBG program was authorized by the Housing and Community Development Act of 1974. The primary objective is the development of viable urban communities by providing decent housing, a suitable living environment, and expanded economic opportunities. Projects must principally benefit persons of low to moderate income. All projects must address one of three national objectives:

1. Benefit lower income families, or
2. Aid in preventing or eliminating "slums and blight" or
3. Meet an "urgent need"

Regulatory guidance on the CDBG program is found at 24 CFR part 570, specifically in subparts C, J, and K and other Federal regulations found at 24 CFR parts 5 and 2 CFR 200 also apply.

---

The **PROVIDER (SUBRECIPIENT)** shall comply with all federal laws and regulations described in the HUD regulations, 24 CFR Part 570, and other applicable Federal regulations, including 2 CFR 200. CDBG funds made available under this agreement shall be used to assist low and moderate-income families. This may be determined by individually qualifying households for eligibility or by the determination that the census block in which the project is located is a low income area. The method used to determine compliance will be at the discretion of Lee County.

**A. SUBCONTRACTS**

The **PROVIDER (SUBRECIPIENT)** shall insure that any County approved subcontracts let in the performance of this agreement shall be awarded on a fair and non-collusive basis. All provisions of this agreement shall be included and made part of any subcontract executed in the performance of this agreement. The **PROVIDER (SUBRECIPIENT)** shall not enter into a transaction with debarred, suspended or ineligible contractors and participants included on the Federal Excluded Parties List or, for contracts over \$35,000, a person or affiliate placed on the Florida Department of Management Services' Convicted Vendor List. Verification of vendors can be found at:

[http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/convicted\\_suspended\\_discriminatory\\_complaints\\_vendor\\_lists](http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists)

**B. PROCUREMENT**

1. The **PROVIDER (SUBRECIPIENT)** shall comply with current Lee County policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property.
2. The **PROVIDER (SUBRECIPIENT)** shall procure all materials, property or services in accordance with the requirements of 2 CFR 200 Procurement Standards, and shall subsequently follow Property Management Standards in accordance to 2 CFR 200, covering utilization and disposal of property.
3. 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 herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

### C. DOCUMENTATION AND RECORD-KEEPING

1. The **PROVIDER (SUBRECIPIENT)** shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this agreement, including but not limited to:
  - a. A full description of each activity undertaken and its eligibility criteria.
  - b. Client data demonstrating client eligibility for services provided.
  - c. Documentation of the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR Parts 570.503, as applicable.
  - d. Compliance with fair housing and equal opportunity components of the CDBG program.
  - e. Financial records as required by 24 CFR Part 570.502 and 2 CFR 200; and other records to comply with Subpart K of 24 CFR 570.

### D. RESTRICTIONS ON USE OF FUNDS

The **PROVIDER (SUBRECIPIENT)** is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.

1. HATCH ACT- The **PROVIDER (SUBRECIPIENT)** agrees that no funds provided, nor personnel employed under this agreement shall be in any way engaged in the conduct of political activities in violation of Chapter 15 of Title V of the United States Code. Employment Restrictions.
2. CONFLICT OF INTEREST - The **PROVIDER (SUBRECIPIENT)** agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants and certifies that it presently has no financial interest, and that no employee, agent, consultant, or officer will acquire any financial interest, which would conflict in any manner or degree with the performance of any service required under this agreement.
3. LOBBYING - The **PROVIDER (SUBRECIPIENT)** hereby certifies that no federal funds have or will be paid by, or on its behalf, to any person influencing or attempting to influence a member of Congress, or an officer or employee of any agency, or of an office of Congress in connection with the award of any Federal contract, the making of any Federal grant or loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. If any non-Federal funds have been used for such influence, the **PROVIDER (SUBRECIPIENT)** shall submit a "Disclosure Form to Report Lobbying" in accordance with its instructions.
4. RELIGIOUS ORGANIZATION - The **PROVIDER (SUBRECIPIENT)** agrees that funds provided under this agreement to either a faith based organization or faith based program cannot be utilized for inherently religious activities, and must be utilized in accordance with the federal regulations specified in 24 CFR 570.200. Faith-based organizations must provide appropriate written notice in accordance to 24 CFR 5.109 describing certain protections available to applicants participating in the activities held at their facility.

## **E. ENVIRONMENTAL CONDITIONS**

The **PROVIDER (SUBRECIPIENT)** agrees to comply with any instructions or requests made by the County pursuant to the completion of any applicable environmental review, as well as the following regulations insofar as they apply to the performance of this agreement:

1. Clean Air Act, 42 U.S. C. 7401, et seq.
2. Federal Water Pollution Control Act as amended, 33 U.S.C. 1251, et seq., as amended.
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended.
4. Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), which requires that activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards shall require flood insurance under the National Flood Insurance Program.
5. Lead-Based Paint regulations at 24 CFR 570.608, and 24 CFR Part 35 pertaining to all HUD assisted housing, which require that notice be provided that all properties constructed prior to 1978 may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken, and the advisability and availability of blood lead level screening for children under seven.
6. Historic Preservation under the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800.

## **F. PROGRAM INCOME**

The **PROVIDER (SUBRECIPIENT)** shall report and remit to the grantee (Lee County) all program income as defined at 24 CFR 570.500 generated by activities carried out with CDBG funds at the end of the program year. Lee County will determine and utilize the program income in compliance with the requirements set forth at 24 CFR 570.504. Preference for use of the funds will be given to projects in the urban county's jurisdiction that remitted the program income, however due to the County's need to meet timeliness requirements, funds will be spent on eligible activities as determined necessary by the County.

## **G. RELOCATION, REAL PROPERTY ACQUISITION, AND ONE-FOR-ONE HOUSING REPLACEMENT**

The **PROVIDER (SUBRECIPIENT)** agrees to comply with the following:

1. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR and 24 CFR 570.606;
2. Residential Anti-Displacement and Relocation Assistance Plan requirements of 24 CFR 570.606 under Section 104 of the Housing and Community Development Act; and
3. Optional relocation policies requirements of 570.606.

## **H. CIVIL RIGHTS**

The **PROVIDER (SUBRECIPIENT)** agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1964 as amended, Section 1104 and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1965, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

The **PROVIDER (SUBRECIPIENT)** will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability, or other handicap, age, marital/familial status, or status with regard to public assistance, unless in

areas allowable by the Civil Rights Act of 1964, as amended. The **PROVIDER (SUBRECIPIENT)** will take affirmative action to insure that all employment practices are free of such discrimination. The **PROVIDER (SUBRECIPIENT)** agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

LAND COVENANTS - This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.602 and 603. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the **PROVIDER (SUBRECIPIENT)** shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the **COUNTY (RECIPIENT)** and the United States are beneficiaries of and entitled to enforce such covenants. The **PROVIDER (SUBRECIPIENT)** in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

SECTION 504 - The **PROVIDER (SUBRECIPIENT)** agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program.

AFFIRMATIVE ACTION - The **PROVIDER (SUBRECIPIENT)** agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in the President's Executive Order 11246 of September 24, 1965. The **PROVIDER (SUBRECIPIENT)** will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this agreement. The term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. The **PROVIDER (SUBRECIPIENT)** may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation. The **PROVIDER (SUBRECIPIENT)** will, in all solicitations or advertisements for employees placed by or on behalf of the **PROVIDER (SUBRECIPIENT)**, state that it is an Equal Opportunity or Affirmative Action employer. The **PROVIDER (SUBRECIPIENT)** will include the provisions of Paragraph X A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own **PROVIDER (SUBRECIPIENT)s** or subcontractors.

DAVIS BACON ACT - The **PROVIDER (SUBRECIPIENT)** agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 U.S.C. 276c), and all other applicable Federal, state, and local laws and regulations pertaining to labor standards applicable to this agreement. The **PROVIDER (SUBRECIPIENT)** shall maintain documentation that demonstrates compliance with hour and wage requirements of this part.

The **PROVIDER (SUBRECIPIENT)** shall cause or require to be inserted in full provisions meeting the requirements of 29 CFR 5.5. All contractors or subcontractors on contracts in excess of \$2,000 which involve the employment of mechanics or laborers shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR. Part 5). Contractors and subcontractors shall be required to submit weekly payroll certifications concerning compliance with the Davis-Bacon Act and the Contract Work Hours and Safety Standards Act.

SECTION 3 CLAUSE - Compliance with the provisions of Section 3 and the regulations set forth in 24 CFR 135 shall be a condition of the Federal financial assistance provided under this agreement and binding upon the **COUNTY (RECIPIENT)**, the **PROVIDER (SUBRECIPIENT)**, and any of the **PROVIDER (SUBRECIPIENT)**s and subcontractors. The **PROVIDER (SUBRECIPIENT)** certifies and agrees that no contractual or other impediment exists which would prevent compliance with these requirements. The **PROVIDER (SUBRECIPIENT)** further agrees to comply with these Section 3 requirements and to include the following language in subcontracts executed under this agreement:

*“The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S. C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low-income persons residing in the metropolitan area in which the project is located.”*

## I. CLOSEOUTS

The **PROVIDER (SUBRECIPIENT)**'S obligation to the **COUNTY (RECIPIENT)** shall not end until all closeout requirements are completed. Activities during this closeout period shall include but are not limited to making final payments, disposing of program assets, reporting of beneficiaries, or any other activities related to CDBG compliance.

REVERSION OF ASSETS Upon expiration of the contract, the **PROVIDER (SUBRECIPIENT)** shall transfer to the recipient any CDBG funds on hand at the time of the expiration and any accounts receivable attributable to the use of CDBG funds. It shall also include provisions designed to ensure that any real property under the **PROVIDER (SUBRECIPIENT)**'s control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the sub recipient in the form of a loan) in excess of \$25,000 is either:

- a) Used to meet one of the national objectives until five years after expiration of the agreement, or for such longer period of time as determined to be appropriate by the recipient; or
- b) Not used to meet one of the national objectives, in which event the **PROVIDER (SUBRECIPIENT)** shall pay to the recipient an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

## J. PAYMENTS AND REPORTS

1. Payment requests will be subject to the **COUNTY (RECIPIENT)**'s execution of its Master Agreement with HUD and the activity being assigned a number in IDIS (Integrated Disbursement and Information System).

2. Construction Contract Payments – Requests for payment must be based upon actual uncompensated construction costs provided during the contract period and shall be accompanied by invoices for services rendered. Payment Requests shall be submitted within 20 days after the end of the reporting period, even if no activity has occurred. If the **PROVIDER (SUBRECIPIENT)** fails to submit a Payment Request by the stated deadline, payment will be delayed until the following month. The **PROVIDER (SUBRECIPIENT)** will not receive payment without submission of all applicable reports. Failure to submit a Payment Request within 60 days after the end of the reporting period will result in the **PROVIDER (SUBRECIPIENT)** forfeiting all right to payment.

All payment requests (Exhibit 1) must be signed by the **PROVIDER (SUBRECIPIENT)**'s Executive Director or other duly authorized person, and accompanied by the contractor's signed request for payment (invoice). Final payment will not be made until the final inspection is made and approved by the Lee County or City Building Department, as applicable.

3. **PROVIDER (SUBRECIPIENT)** shall submit reports as required to assist the **COUNTY (RECIPIENT)** in the preparation of HUD Labor Relations, WBE/MBE, Equal Opportunity Employment, and HUD Section 3 reports, pursuant to 24 CFR 570.502, 507, and 92.



## ATTACHMENT B: COMPLIANCE AND OTHER REQUIREMENTS

The PROVIDER further assures that all contractors, subcontractors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of statutes, regulations, guidelines, and standards. By acceptance of this funding, the PROVIDER assures and certifies the following:

- A. That they will comply with all applicable laws, ordinances, and regulations of the United States, the State of Florida, the COUNTY, and the municipalities as said laws, ordinances, and regulations exist and are amended from time to time. In entering into this contract, the COUNTY does not waive the requirements of any COUNTY or local ordinance or the requirements of obtaining any permits or licenses that are normally required to conduct business or activity contemplated by the PROVIDER.
- B. That they will comply with all applicable Federal, State, and local anti-discrimination laws pertaining to nondiscrimination in programs receiving Federal financial assistance, including but not limited to:
  - Title VI of the Civil Rights Act of 1964, as amended, and its implementing regulations – including that recipients/grantees of federal financial assistance are required to take reasonable steps to ensure meaningful access to persons who are Limited English Proficiency (LEP), as per Executive Order 13166.
  - Section 109 - Title I of the Housing & Community Development Act of 1974
  - Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794)
  - Age Discrimination Act of 1975 (42 U.S.C. 610 et. seq.)
  - Fair Housing Act- Additional information can be accessed at the following websites:  
[http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/fair\\_housing\\_equal\\_opp/FHLaws](http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/FHLaws)  
[http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/fair\\_housing\\_equal\\_opp](http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp)  
[http://www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp/promotingfh/lep-mfh-faq](http://www.hud.gov/program_offices/fair_housing_equal_opp/promotingfh/lep-mfh-faq)These requirements are designed to prevent discrimination in the delivery of benefits and services because of race, color, religion (creed), sex, national origin, age, familial status, or disability. Affirmative marketing plans and use of universal design features for construction and rehabilitative projects should be incorporated when possible. All advertising of residential real estate for sale, rent, or financing should contain an equal housing opportunity logotype, statement, or slogan as a means of educating the home seeking public that the property is available to all persons regardless of race, color, religion, sex, handicap, familial status, or national origin. The choice of logotype, statement, or slogan will depend on the type of media used (visual or auditory) and, in space advertising, on the size of the advertisement. Different styles/types/sizes of logos and information regarding brochures and can be located at the following website: <http://portal.hud.gov/hudportal/HUD?src=/library/bookshelf11/hudgraphics/fheologo>
- C. That they will comply with the Americans with Disabilities Act of 1990 (“ADA”) (as codified at 42 U.S.C. 126 sections 12101-12213) and 28 CFR 35, which gives civil rights protections to individuals with disabilities, guaranteeing equal opportunity for individuals with disabilities in employment, public accommodations, transportation, State and local government services, and telecommunications. A Single-Point-of-Contact shall be required if the agency employs 15 or more employees. The Single-Point-of-Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the PROVIDER’s Single-Point-of-Contact.
- D. That they will administer their programs under procedures, supervision, safeguards, and such other methods as may be necessary to prevent fraud and abuse, and that it will target its services to those who most need them.
- E. That if clients are to be transported under this contract, the PROVIDER will comply with the provisions of Chapter 427, Florida Statutes, which requires the coordination of transportation for the disadvantaged.
- F. That any products or materials purchased with contract funds shall be procured in accordance with the provisions of Chapter 403.7065, Florida Statutes, which refers to the procurement of products or materials with recycled content.

- G. That they will comply with Chapter 39.201, Florida Statutes, that any person who knows, or has reasonable cause to suspect, that a child is abused, abandoned, or neglected by a parent, legal custodian, caregiver, or other person responsible for the child's welfare, as defined in this chapter, shall report such knowledge or suspicion to the Florida Abuse Hotline (1-800-962-2873).
- H. That they will comply with Chapter 415.1034, Florida Statutes, that any person who knows or has reasonable cause to suspect that a vulnerable and or disabled adult has been abused, neglected, or exploited, shall immediately report such knowledge or suspicion to the Florida Abuse Hotline (1-800-962-2873).
- I. That if personnel in programs under this contract work directly with children/youths and vulnerable or disabled adults, the PROVIDER will comply with applicable provisions under Florida Statutes 943.0542; 943.04351; 393.0655; 402, regarding employment screening.
- J. That they will comply with Chapter 216.347, Florida Statutes, which prohibits the expenditure of contract funds for the purpose of lobbying the legislature, State, or county agencies.
- K. That they will notify the COUNTY immediately of any funding source changes and/or additions from other sources that are different from that shown in the PROVIDER'S application/proposal. This notification must include a statement as to how this change in funding affects provision of service as well as the use of and continued need for COUNTY funds.
- L. That they will acknowledge support for activities funded wholly or in part by COUNTY funds. In publicizing, advertising, or describing the program, state "Funding provided by Lee County Board of County Commissioners".
- M. That they will notify the COUNTY of any SIGNIFICANT changes to the PROVIDER organization to include Board Membership (roster), Articles of Incorporation and Bylaws within ten (10) working days of the effective date.
- N. For federally funded programs, that they will comply with applicable uniform administrative requirements as described in 2 CFR Part 200 and all other established, applicable HUD regulations as now in effect and as may be amended from time to time.
- O. The PROVIDER shall ensure that Lee County funds are restricted to people legally able to reside in the U.S.
- P. The PROVIDER will input applicable updates to the 10 Year Plan to End Homelessness Database on a regular basis, usually quarterly.
- Q. The PROVIDER is prohibited from using contracted funds for the following: political activities; lobbying; political patronage; nepotism activities; and inherently religious activities such as worship, religious instruction, or proselytization.
- R. The PROVIDER must verify employment eligibility of all new employees hired during the contract term through the U.S. Department of Homeland Security's E-Verify system.



## AGENDA ITEM REPORT

**DATE:** December 15, 2020  
**DEPARTMENT:** Human and Veteran Services  
**REQUESTER:** Roger Mercado  
**TITLE:** Approve HUD Annual Action Plan Amendments and Accept HUD CARES Act Grant Funding

### I. MOTION REQUESTED

- A. Accept \$2,674,780 in CARES Act Grant Funds from U.S. Department of Housing and Urban Development.
- B. Approve budget amendment resolutions to accept \$2,674,780 in 2020 CARES Act funds:
- \$2,674,780 in Community Development Block Grant (CDBG-CV3)
- C. Approve amendments to the 2019 and 2020 Annual Action Plans for U.S. Department of Housing and Urban Development to reallocate funding between Community Development Block Grant (CDBG) projects and add projects for 2020 CARES Act funding.
1. Increase budget for HOME TBRA by \$54,714.99 from HOME Program Income
  2. \$1,598,474 for Emergency Solutions Grant (ESG-CV) Rapid Re-Housing
  3. \$90,000 for Emergency Solutions Grant Outreach
  4. \$130,000 for Emergency Solutions Grant Program Administration
  5. Reduce budget for HOME Non-CHDO housing development by \$247 per HUD allocation adjustment
  6. Reduce budget for Community Development Block Grant (CDBG) Rehab and Reconstruction by \$492 per HUD allocation adjustment
- D. Authorize the Board Chair, on behalf of the Board of County Commissioners, to sign documents related to the amendments.
- E. Allow Board Chair, on behalf of the Board, to sign agreements, certifications, and other related documents, including but not limited to:
- Grant agreements, once received from HUD,
  - Sub-recipient agreements once prepared, and if necessary, approve any future amendments to the agreements for this fiscal year and previous years that do not substantially alter the original intent of the contract,
  - HUD environmental assessments
  - Amendments to the Lee County Five Year Consolidated Plan and Annual Action Plans once prepared in accordance with Administrative Code 15-2.

### II. ITEM SUMMARY

Approval amends Department of Housing and Urban Development (HUD) Annual Action Plan and accepts HUD CARES Act grant in the amount of \$2,674,780. Grant provides funding for planning and recovery activities in response to COVID-19. Activities will include services intended to prevent homelessness, homeless rehousing, public services, and planning to respond to community needs resulting from COVID-19. Funds will be made available upon amendment of the Annual Action Plan.

### III. BACKGROUND AND IMPLICATIONS OF ACTION

- A) Board Action and Other History  
 Pursuant to Section 116 (b) of the Housing and Community Development Act of 1974 (42 U.S.C. 5316), 24 CFR 91, and as approved by the Board of County Commissioners at the August 6, 2019 meeting, Lee County submitted the 2019 Annual Action Plan to the U.S. Department of Housing and Urban Development (HUD). This Annual Action Plan serves as the application for Community Development Block Grant (CDBG) and Emergency Solutions Grant (ESG) entitlement resources to HUD.

Lee County is a recipient of entitlement resources from HUD in accordance with 24 CFR 576.3, and Section 106 of the Housing and Community Development Act of 1974. Pursuant to the 2020 Cares Act (PL 116-136), funding from HUD will be available to Lee County pursuant to that same formula in fiscal year 2020. 2020 CARES Act allocations were made by HUD on April 3, 2020.

U.S. Department of Housing and Urban Development (HUD) requires recipients of HUD funding to file Annual Action Plans outlining projects that will use the grant funds. The Board approved the submission of the 2019 Annual Action Plan on August 6, 2019 (Agenda Item # 21) and the 2020 Annual Action Plan on August 4, 2020 (Agenda Item #7).

As the projects progress and community needs shift, funds may be reallocated between projects within the Action Plans. As required by 24 CFR 91.505, Lee County's Administrative Code 15-2, and in compliance with HUD waivers issued April 1, 2020, the proposed amendments were published for public review, and made available for public comment from December 1, 2020 to December 14, 2020.

B) Policy Issues

Lee County Administrative Code 3-17 Grant Program Administrative Procedures requires each department to ensure compliance with all grant terms and requirements. HUD has awarded Lee County Community Development Block Grant (CDBG) and Emergency Solutions Grant (ESG) funds through the 2020 CARES Act. The amendment process satisfies HUD requirements to accept CARES Act funds and ensure the timely expenditure of new and existing funds.

C) BoCC Goals

Meets requirements for HUD grant funding, which provides for human services in Lee County. Funds will be used for planning and recovery activities in response to COVID-19.

D) Analysis

The unique allocations of Community Development Block Grant (CDBG) and Emergency Shelter Grant (ESG) Program funds are to be used to prevent, prepare for, and respond to the coronavirus (COVID-19). This allocation was authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, which was passed on March 27, 2020, to respond to the growing effects of this historic public health crisis. HUD is immediately allocating \$2 billion based on the fiscal year 2020 CDBG formula and allocating \$1 billion for ESG-CV grants based on the FY 2020 ESG formula.

Lee County is a recipient of entitlement resources from HUD in accordance with 24 CFR 576.3, and Section 106 of the Housing and Community Development Act of 1974. Pursuant to the 2020 CARES Act (PL 116-136), funding from HUD will be available to Lee County pursuant to that same formula in fiscal year 2020. 2020 CARES Act allocations were made by HUD on April 3, 2020.

Pursuant to Section 116 (b) of the Housing and Community Development Act of 1974 (42 U.S.C. 5316), 24 CFR 91, and as approved by the Board of County Commissioners at the August 6, 2019 meeting, Lee County submitted the 2019 Annual Action Plan to the U.S. Department of Housing and Urban Development (HUD). This Annual Action Plan serves as the application for Community Development Block Grant (CDBG) and Emergency Solutions Grant (ESG) entitlement resources to HUD. Lee County must now amend its 2019 Annual Action Plan to include the CDBG and ESG funds allocated through the CARES Act.

Funds will be used for planning and recovery activities in response to COVID-19. In accordance with the requirements of the CARES Act, special consideration is being given to aid individuals and families who are experiencing homelessness. Other activities to be undertaken may include the provision of housing, behavioral health and other public services that attempt mitigate the impacts of COVID-19. Approximately \$964,056 is being allocated to Public Services, which will include services intended to prevent evictions, foreclosures, and address homelessness. \$500,000 will be used for administration funds by Human and Veteran Services for Grant Administration.

In addition to amending the 2019 Annual Action Plan to accept CARES Act funds, Lee County will also be amending the 2020 Annual Action Plans to incorporate HOME program income that has been received in the previous year. Program income funds in the amount of \$54,714.99 will be reallocated to the HOME Tenant Based Rental Assistance Program.

Additionally, Lee County will be amending the 2020 Annual Action Plan to reflect the adjustment in entitlement funding from HUD based on the entitlement formula from the U.S. Department of Housing and Urban Development (HUD). The HOME Non-CHDO Housing Development budget will be reduced by \$247 and the CDBG Owner Rehabilitation and Reconstruction budget will be reduced by \$492 to account for this adjustment.

Amending Lee County's Annual Action Plans will ensure timely expenditure of funds and continued compliance with grant funding requirements. A total of \$420,900 will be allocated to Urban County Municipalities from the CDBG-CV3 CARES Act funding. \$290,400 is allocated to city of Bonita Springs, \$105,000 is allocated to the Village of Estero, and \$25,500 is allocated to the City of Sanibel.

Public advertisement also showed the amendment of Emergency Solution Grant CARES Act funding, because it is already been accepted by Board of County Commissioners on August 6, 2020 (Agenda #7) and has been budgeted, public notice was provided to ensure compliance with administrative requirements.

No match is required and no general fund impacts are anticipated.

E) Options

Approve budget amendment resolutions associated with the receipt of federal grants. Approve amendments to Lee County's 2019 and 2020 Annual Actions Plans for the U.S. Department of Housing and Urban Development.

IV. FINANCIAL INFORMATION

A)	Current year dollar amount of item:	\$2,674,780
B)	Is this item approved in the current budget?	No
C)	Is this a revenue or expense item?	N/A
D)	Is this Discretionary or Mandatory?	Discretionary
E)	Will this item impact future budgets? If yes, please include reasons in III(D) above.	
F)	Fund: CARES Act 2020	

	Program: HUD Project: HOME Year 29, CDBG Year 31; CARES Act CDBG Account Strings: 11126713921, 11126613920; 11124313920	
G)	Fund Type?	Other:
H)	Comments:	

**V. RECOMMENDATION**

Approve

**VI. TIMING/IMPLEMENTATION**

Human and Veteran Services staff will submit the Annual Action Plan amendments to HUD upon approval by the Board.

**VII. FOLLOW UP**

A) The Board may need to periodically sign documents required by HUD:

1. Sub-recipient agreements with the municipalities once prepared, and if necessary, approve any future amendments to the agreements for this fiscal year and previous years, that do not substantially alter the original intent of the agreement,
2. HUD environmental assessments,
3. Amendments to the Lee County Five Year Consolidated Plan and Annual Action Plans once prepared in accordance with Administrative Code 15-2.

B) Human and Veteran Services staff will continue to administer HUD entitlement programs and urban county cooperation agreements.

**ATTACHMENTS:**

Description	Upload Date	Type
<a href="#">CDBG CARES Act Budget Resolution</a>	11/20/2020	Resolution
<a href="#">Project Table</a>	11/20/2020	Backup Material
<a href="#">Cover Letter</a>	11/20/2020	Cover Memo
<a href="#">SF424D CDBG</a>	11/24/2020	Backup Material
<a href="#">SF424 CDBG</a>	11/24/2020	Backup Material
<a href="#">SF424 HOME</a>	11/24/2020	Backup Material
<a href="#">SF424D HOME</a>	11/24/2020	Backup Material
<a href="#">SF424 CDBG- CV 3</a>	11/24/2020	Backup Material
<a href="#">SF424D CDBG- CV 3</a>	11/24/2020	Backup Material
<a href="#">HUD Non State Certifications - CDBG CV 3</a>	11/24/2020	Backup Material
<a href="#">Lee County CDBG - CV 3 Allocation Letter</a>	11/24/2020	Backup Material
<a href="#">Lee County 2020 HUD Allocation Correction Notice</a>	11/24/2020	Backup Material
<a href="#">Budget Amendment</a>	12/2/2020	Budget Amendment

**REVIEWERS:**

Department	Reviewer	Action	Date
Human and Veteran Services	Isley, Rae	Approved	11/23/2020 - 1:31 PM
Human and Veteran Services	Mercado, Roger	Rejected	11/24/2020 - 12:19 PM
Human and Veteran Services	Sutton, Jeannie	Approved	11/24/2020 - 4:37 PM
Human and Veteran Services	Isley, Rae	Approved	11/24/2020 - 4:42 PM
Human and Veteran Services	Mercado, Roger	Approved	11/24/2020 - 4:43 PM
Budget Services	Henkel, Anne	Approved	12/2/2020 - 12:17 PM
Budget Services	Winton, Peter	Approved	12/2/2020 - 1:43 PM
County Attorney	Fraser, Andrea R.	Approved	12/2/2020 - 1:53 PM
County Manager	Mora, Marc	Approved	12/7/2020 - 3:39 PM

**AGENDA ITEM REPORT**

**DATE:** November 16, 2021  
**DEPARTMENT:** Human and Veteran Services  
**REQUESTER:** Roger Mercado  
**TITLE:** Accept HUD Grant Funds and Amend 2020 & 2021 HUD Annual Action Plans

---

**I. MOTION REQUESTED**

A) Accept \$4,646,091 in Grant Funds from U.S. Department of Housing and Urban Development. Budget amendment resolutions as follows:

- \$3,321,573.00 in Community Development Block Grant (CDBG)
- \$1,049,047.00 in HOME Investment Partnership Funds
- \$275,471.00 in Emergency Solutions Grant (ESG)

B) Approve amendments to the 2020 and 2021 Annual Action Plans for U.S. Department of Housing and Urban Development to reallocate funding between HOME American Rescue Plan (HOME ARP) projects and adjust HOME Program Income funds.

- Allocate \$2,002,106 to 2021 HOME ARP Tenant Based Rental Assistance
- Allocate \$1,500,000 to 2021 HOME ARP Non-CHDO Housing Development
- Allocate \$300,000 to 2021 HOME ARP Project Delivery
- Adjust HOME Tenant Based Rental Assistance funding to \$100,609.23 to reflect the actual amount of program income received.

C) Transfer \$3,802,106 in HOME American Rescue Plan funding from the Annual Action Plan for HUD program year 2020 to the Annual Action Plan for HUD program year 2021.

D) Authorize the Board Chair, on behalf of the Board of County Commissioners, to sign documents related to the amendments.

E) Allow Board Chair, on behalf of the Board, to sign agreements, certifications, and other related documents, including but not limited to:

1. Grant agreements, once received from HUD.
2. Sub-recipient agreements once prepared, and if necessary, approve any future amendments to the agreements for this fiscal year and previous years that do not substantially alter the original intent of the contract,
3. HUD environmental assessments,
4. Amendments to the Lee County Five Year Consolidated Plan and Annual Action Plans once prepared in accordance with Administrative Code 15-2.

**II. ITEM SUMMARY**

Amends Lee County's 2020 and 2021 Annual Action Plans to allocate \$3,802,106 in HOME funds received through the American Rescue Plan. Accepts \$4,646,091 in HUD entitlement funds for fiscal year 2021-2022. Funding is used for planning, homeless services, community development, and affordable housing projects administered by Human and Veteran Services. Amends the 2021 Annual Action Plan to accept HOME program income to provide rental assistance to persons who are homeless.

**III. BACKGROUND AND IMPLICATIONS OF ACTION****A) Board Action and Other History**

Pursuant to Section 116 (b) of the Housing and Community Development Act of 1974 (42 U.S.C. 5316), 24 CFR 91, and as approved by the Board of County Commissioners at the August 6, 2019 meeting, Lee County submitted the 2021 Annual Action Plan (as part of the 2019-2023 Consolidated Plan) to the U.S. Department of Housing and Urban Development (HUD). This Annual Action Plan serves as the application for Community Development Block Grant (CDBG), HOME Investment Partnership Program (HOME), and Emergency Solutions Grant (ESG) entitlement resources to HUD. U.S. Department of Housing and Urban Development (HUD) requires recipients of HUD funding to file Annual Action Plans outlining projects that will use the grant funds. HUD approved the Annual Action Plan, and pursuant to Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.) requested the execution of the grant agreements with Lee County. Funding from HUD will be available to Lee County upon execution of the grant agreements. The Board approved submission of the 2020 Annual Action Plan on August 4, 2020 (Agenda Item #7). The Board approved submission of the 2021 Annual Action Plan on August 3, 2021 (Agenda Item #21).

Lee County is a recipient of entitlement resources from HUD in accordance with 24 CFR 576.3, and Section 106 of the Housing and Community Development Act of 1974. Pursuant to the 2020 Cares Act (PL 116-136), funding from HUD will be available to Lee County pursuant to that same formula in fiscal year 2021. HOME ARP funding was accepted by the Board on May 18, 2021 (Agenda Item # 2).

As the projects progress and community needs shift, funds may be reallocated between projects within the Action Plans. As required by 24 CFR 91.505, Lee County's Administrative Code 15-2, the proposed amendments were published for public review, and made available for public comment from October 15, 2021 to November 15, 2021.

**B) Policy Issues**

Lee County Administrative Code 3-17 Grant Program Administrative Procedures requires each department to ensure compliance with all grant terms and requirements. HUD has accepted the Annual Action Plan and awarded Lee County Community Development Block Grant (CDBG), HOME Investment Partnership Program (HOME), and Emergency Solutions Grant (ESG) funds. HUD provided notification regarding Lee County's HOME funding through the American

Rescue Plan on April 8, 2021. The amendment process satisfies HUD requirements to accept CARES Act funds and ensure the timely expenditure of new and existing funds.

C) BoCC Goals

Meets requirements for HUD grant funding, which provides for human services in Lee County. HOME ARP funds will be used for housing development and tenant based rental assistance. Annual entitlement funds are used for projects and activities that benefit low-to-moderate income individuals in Lee County. Compliance with HUD requirements ensures Lee County entitlement status to continue receiving CDBG, HOME, and ESG funds annually.

D) Analysis

Lee County's Annual Action Plans are developed through consultation with staff and the public. The 2021-2022 Annual Plan outlines five priority areas including, affordable housing, housing and services for persons who are homeless, public facility improvements, economic development and community revitalization. The plan also establishes the following goals to meet community needs:

1. Affordable Housing Development
2. Housing Rehabilitation and Reconstruction
3. Down Payment Assistance
4. Housing and Services for Persons who are Homeless
5. Public Services for Community Revitalization
6. Infrastructure Improvements
7. Economic Development
8. Public Facility Improvements

The projects listed in the 2021 Annual Action Plan are designed to accomplish the goals identified in the Consolidated Plan. Projects in the Annual Action Plan, include, but are not limited to, Housing Rehabilitation and Reconstruction, Community Infrastructure, Community Public Services, Down Payment Assistance, Tenant Based Rental Assistance, and Non-Profit Capital Improvement. The estimated amount entitlement funds for HUD Fiscal Year 2021 is \$4,646,091.

The unique allocation of HOME American Rescue Plan funds is to be used to help communities across the country create affordable housing and services for people experiencing or at risk of experiencing homelessness. This allocation was authorized by the American Rescue Plan, Public Law 117-2, which was passed on March 11, 2021, to respond to the growing effects of this historic public health crisis. HUD is immediately allocating \$4.925 billion for HOME-ARP funding. Lee County is a recipient of entitlement resources from HUD in accordance with 24 CFR 576.3, and Section 106 of the Housing and Community Development Act of 1974. Funding from HUD will be available to Lee County pursuant to that same formula in fiscal year 2021. HOME-ARP allocations were made by HUD on April 8, 2021 and accepted by the Board on May 18, 2021 (Agenda Item #2).

Pursuant to Section 116 (b) of the Housing and Community Development Act of 1974 (42 U.S.C. 5316), 24 CFR 91, and as approved by the Board of County Commissioners at the August 3, 2021 meeting, Lee County submitted the 2021 Annual Action Plan to the U.S. Department of Housing and Urban Development (HUD). Lee County must now amend its 2021 Annual Action Plan to include the HOME ARP funding. Lee County will be amending \$3,802,106 in HOME American Rescue Plan funds from HUD Year 2020 to HUD Year 2021. From this funding, \$2,002,106 will be allocated to assist with tenant based rental assistance, \$1,500,000 will be allocated to HOME ARP Non CHDO Housing Development and \$300,000 will be allocated for grant administration.

Additionally, Lee County will be amending the 2021 Annual Action Plan to reflect the adjustment in HOME Program Income funding received from the previous fiscal year. The HOME Program Income will be allocated to TBRA in the amount of \$100,609.23.

The Annual Action Plan was the subject of two public meetings, and the draft plan was made available for public review for 14 days. The public comment period opened July 16, 2021 and ended on July 30, 2021.

The Annual Action Plan will cover the period of October 1, 2021 through September 30, 2022, and was submitted to HUD on August 13, 2021.

No match is required and no general fund impacts are anticipated.

E) Options

Approve budget amendment resolutions associated with the receipt of federal grants. Approve amendments to Lee County's 2020 and 2021 Annual Actions Plans for the U.S. Department of Housing and Urban Development.

IV. **FINANCIAL INFORMATION**

A)	Current year dollar amount of item:	\$8,448,197
B)	Is this item approved in the current budget?	No
C)	Is this a revenue or expense item?	N/A
D)	Is this Discretionary or Mandatory?	Discretionary
E)	Will this item impact future budgets? If yes, please include reasons in III(D) above.	No
F)	Fund: Entitlement and HOME ARP Program: HUD Project: CDBG Year 32; ESG Year 21; HOME Year 30; HOME ARP Account Strings: 1113143920 ; 11131600100 ; 11131513921 ; 11128513921	
G)	Fund Type?	N/A

H)	Comments: The Annual Action Plan has been accepted and grant agreements have been executed. Grant funds need to be made available in Fiscal year 2021-2022 budget.
----	---

**V. RECOMMENDATION**

Approve

**VI. TIMING/IMPLEMENTATION**

Human and Veteran Services staff will submit the Annual Action Plan amendments. The 2021 Annual Action Plan (as part of the 2019-2023 Consolidated Plan) was submitted to HUD on August 13, 2021. The grant agreements will be returned to HUD upon execution by the Board. Funds will be made available for drawdown on HUD's Integrated Disbursement and Information System (IDIS). The program year start date for HUD funds received is October 1, 2021.

**VII. FOLLOW UP**

A) The Board may need to periodically sign documents required by HUD.:

1. Sub-recipient agreements with the municipalities once prepared, and if necessary, approve any future amendments to the agreements for this fiscal year and previous years, that do not substantially alter the original intent of the agreement,
2. HUD environmental assessments,
3. Amendments to the Lee County Five Year Consolidated Plan and Annual Action Plans once prepared in accordance with Administrative Code 15-2.

B) Human and Veteran Services staff will continue to administer HUD entitlement programs and urban county cooperation agreements.

**ATTACHMENTS:**

Description	Upload Date	Type
<a href="#">Affidavit of Publication</a>	10/20/2021	Affidavit
<a href="#">Project Table</a>	10/26/2021	Backup Material
<a href="#">HOME ARP Allocation Plan</a>	10/28/2021	Backup Material
<a href="#">Cover Letter to HUD</a>	10/28/2021	Cover Memo
<a href="#">Grant Agreement</a>	10/29/2021	Agreement
<a href="#">Budget amendment CDBG</a>	11/8/2021	Budget Amendment
<a href="#">Budget amendment ESG</a>	11/8/2021	Budget Amendment
<a href="#">Budget amendment HOME</a>	11/8/2021	Budget Amendment
<a href="#">111621R-A-3-RESO 21-11-22 CDBG Grant Fund</a>	11/19/2021	Budget Amendment
<a href="#">111621R-A-3-RESO 21-11-23 ESG General Fund</a>	11/19/2021	Budget Amendment
<a href="#">111621R-A-3-RESO 21-11-24-Home Program Grant</a>	11/19/2021	Budget Amendment

**REVIEWERS:**

Department	Reviewer	Action	Date
Human and Veteran Services	Isley, Rae	Approved	10/28/2021 - 12:26 PM
Human and Veteran Services	Mercado, Roger	Approved	10/28/2021 - 2:53 PM
Budget Services	Henkel, Anne	Rejected	10/29/2021 - 2:35 PM
Human and Veteran Services	Isley, Rae	Rejected	10/29/2021 - 4:32 PM
Human and Veteran Services	Dennehy, Clare	Approved	10/29/2021 - 4:57 PM
Human and Veteran Services	Isley, Rae	Approved	11/1/2021 - 10:48 AM
Human and Veteran Services	Mercado, Roger	Rejected	11/2/2021 - 1:23 PM
Human and Veteran Services	Dennehy, Clare	Approved	11/2/2021 - 1:26 PM
Human and Veteran Services	Isley, Rae	Rejected	11/2/2021 - 1:27 PM
Human and Veteran Services	Dennehy, Clare	Approved	11/2/2021 - 1:29 PM
Human and Veteran Services	Isley, Rae	Approved	11/2/2021 - 1:29 PM
Human and Veteran Services	Mercado, Roger	Approved	11/8/2021 - 2:19 PM
Budget Services	Henkel, Anne	Approved	11/8/2021 - 4:16 PM
Budget Services	Winton, Peter	Approved	11/8/2021 - 4:30 PM
County Attorney	Fraser, Andrea R.	Approved	11/8/2021 - 4:57 PM
County Manager	Mora, Marc	Approved	11/9/2021 - 11:08 AM



## AGENDA ITEM REPORT

DATE: November 15, 2022  
DEPARTMENT: Human and Veteran Services  
REQUESTER: Roger Mercado  
TITLE: Accept Annual Grant Funding from HUD

---

## I. MOTION REQUESTED

A) Accept \$4,553,978 In Grant Funds from U.S. Department of Housing and Urban Development.

B) Approve budget amendment resolutions as follows:

1. \$ 3,143,590 in Community Development Block Grant (CDBG), Entitlement Fund # 13920
2. \$ 1,131,175 in HOME Investment Partnership Funds, Entitlement Fund # 13921
3. \$ 279,213 In Emergency Solution Grant (ESG), Entitlement Fund # 00100

C) Allow Board Chair, on behalf of the Board, to sign agreements, certifications, resolutions, and other related documents, including but not limited to:

1. Grant agreements, once received from HUD;
2. Sub-recipient agreements once prepared, and if necessary, approve any future amendments to the agreements for this fiscal year and previous years that do not substantially alter the original intent of the contract;
3. HUD environmental assessments; and
4. Amendments to the Lee County Five Year Consolidated Plan and Annual Action Plans once prepared in accordance with Administrative Code 15-2.

## II. ITEM SUMMARY

Approval accepts \$4,553,978 in entitlement funds from the U.S. Department of Housing and Urban Development (HUD) for fiscal year 2022-2023 budget. This funding is used for planning, homeless services, non-profit capital improvement, and affordable housing projects administered by Human and Veteran Services. This funding will yield approximately 19,819 beneficiaries, as projected from previous data.

## III. BACKGROUND AND IMPLICATIONS OF ACTION

A) Board Action and Other History

Pursuant to Section 116 (b) of the Housing and Community Development Act of 1974 (42 U.S.C. 5316), 24 CFR 91, Lee County submitted the 2022 Annual Action Plan (as part of the 2019-2023 Consolidated Plan) to the U.S. Department of Housing and Urban Development (HUD). This Annual Action Plan serves as the application for Community Development Block Grant (CDBG), HOME Investment Partnership Program (HOME), and Emergency Solutions Grant (ESG) entitlement resources to HUD. HUD approved the Annual Action Plan, and pursuant to Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.) requested the execution of the grant agreements with Lee County. Funding from HUD will be available to Lee County upon execution of the grant agreements.

Lee County is a recipient of entitlement resources from HUD in accordance with 24 CFR 576.3, and Section 106 of the Housing and Community Development Act of 1974. U.S. Department of Housing and Urban Development (HUD) requires recipients of HUD funding to file Annual Action Plans outlining projects that will use the grant funds. The Board approved the submission of the 2020 Annual Action Plan on August 4, 2020 (Agenda Item # 7), the 2021 Annual Action Plan on August 3, 2021 (Agenda Item # 21), and the 2022 Annual Action Plan on August 2, 2022 (Agenda Item # 10). As the projects progress and community needs shift, funds may be reallocated between projects within the Action Plans. As required by 24 CFR 91.505, Lee County's Administrative Code 15-2, and the proposed Annual Plan was published for public review, and made available for public comment for 30 days.

B) Policy Issues

Lee County Administrative Code 3-17 Grant Program Administrative Procedures requires each department to ensure compliance with all grant terms and requirements. HUD has accepted the Annual Action Plan and awarded Lee County Community Development Block Grant (CDBG), HOME Investment Partnership Program (HOME), and Emergency Solutions Grant (ESG) funds.

C) BoCC Goals

Meets requirements for HUD grant funding, which provides for human services in Lee County. These funds are used for projects and activities that benefit low-to-moderate income individuals in Lee County. Compliance with HUD requirements ensures Lee County entitlement status to continue receiving CDBG, HOME, and ESG funds annually.

D) Analysis

Lee County's Annual Action Plans are developed through consultation with staff and the public. The 2022-2023 Annual Plan outlines five priority areas including, affordable housing, housing and services for persons who are homeless, public facility improvements, economic development and community revitalization. The plan also establishes the following goals to meet community needs:

1. Affordable Housing Development
2. Housing Rehabilitation and Reconstruction
3. Down Payment Assistance
4. Housing and Services for Persons who are Homeless
5. Public Services for Community Revitalization
6. Infrastructure Improvements
7. Economic Development
8. Public Facility Improvements

The projects listed in the 2022 Annual Action Plan are designed to accomplish the goals identified in the Consolidated Plan. Projects in the Annual Action Plan, include, but are not limited to, Housing Rehabilitation and Reconstruction, Community Infrastructure, Community Public Services, Down Payment Assistance, Tenant Based Rental Assistance, and Non-Profit Capital Improvement. The estimated amount entitlement funds for HUD Fiscal Year 2022 is \$4,553,978.

HUD's funding award is based on site visits, management of funds, compliance with Annual Plan rules, accuracy in preparing performance reports, and proof that all projects assisted under programs administered by HUD are in compliance with contractual agreements, certifications, and the requirements of law as set forth by Lee County's Five Year Consolidated and Annual Action Plans. Funds will be made available in the Fiscal Year 2022-2023 budget upon receipt of agreement and approval of a budget resolution.

The Annual Action Plan was the subject of two public meetings, and the draft plan was made available for public review for 30 days. The public comment period opened July 1, 2022 and ended on August 1, 2022.

The Annual Action Plan will cover the period of October 1, 2022 through September 30, 2023, and was submitted to HUD on August 11, 2022.

E) Options

Approve budget amendment resolutions associated with the receipt of federal grants.

IV. **FINANCIAL INFORMATION**

A)	Current year dollar amount of item:	\$4,553,978
B)	Is this item approved in the current budget?	No
C)	Is this a revenue or expense item?	N/A
D)	Is this Discretionary or Mandatory?	Discretionary
E)	Will this item impact future budgets? If yes, please include reasons in III(D) above.	No
F)	Fund: Entitlement funds Program: HUD Project: CDBG Year 33, ESG Year 22, and HOME Year 31 Account Strings: 11134913920, 11135100100, and 11135013921	
G)	Fund Type?	Other: HUD Entitlement Funds
H)	Comments: The Annual Action Plan has been accepted and grant agreements have been executed. Grant funds need to be made available in Fiscal year 2022-2023 budget.	

V. **RECOMMENDATION**

Approve

VI. **TIMING/IMPLEMENTATION**

The 2022 Annual Action Plan (as part of the 2019-2023 Consolidated Plan) was submitted to HUD on August 11, 2022. The grant agreements will be returned to HUD upon execution by the Board. Funds will be made available for drawdown on HUD's Integrated Disbursement and Information System (IDIS). The program year start date for HUD funds received is October 1, 2022.

VII. **FOLLOW UP**

A) The Board may need to periodically sign documents required by HUD.:

1. Sub-recipient agreements with the municipalities once prepared, and if necessary, approve any future amendments to the agreements for this fiscal year and previous years, that do not substantially alter the original intent of the agreement,
2. HUD environmental assessments,
3. Amendments to the Lee County Five Year Consolidated Plan and Annual Action Plans once prepared in accordance with Administrative Code 15-2.

B) Human and Veteran Services staff will continue to administer HUD entitlement programs and urban county cooperation agreements.

**ATTACHMENTS:**

Description	Upload Date	Type
<a href="#">Budget Resolution Request CDBG 2022</a>	10/21/2022	Backup Material
<a href="#">Budget Resolution Request ESG 2022</a>	10/21/2022	Backup Material
<a href="#">Budget Resolution Request HOME 2022</a>	10/21/2022	Backup Material
<a href="#">Budget Amendment ESG</a>	11/3/2022	Budget Amendment
<a href="#">Budget Amendment CDBG</a>	11/3/2022	Budget Amendment
<a href="#">Budget Amendment HOME</a>	11/3/2022	Budget Amendment

Lee County FY 2022 Initial Grant Agreements

111522R-C-12-RESO 22-11-18 Budget Amendment ESG  
111522R-C-12-RESO 22-11-19 Budget Amendment CDBG  
111522R-C-12-RESO 22-11-20 Budget Amendment HOME  
111522R-C-12-Grant Agreement

11/14/2022 Agreement  
11/21/2022 Resolution  
11/21/2022 Resolution  
11/21/2022 Resolution  
11/21/2022 Agreement

**REVIEWERS:**

Department	Reviewer	Action	Date
Human and Veteran Services	Isley, Rae	Approved	11/2/2022 - 4:17 PM
Human and Veteran Services	Mercado, Roger	Approved	11/2/2022 - 5:04 PM
Budget Services	Henkel, Anne	Approved	11/3/2022 - 12:44 PM
Budget Services	Winton, Peter	Approved	11/4/2022 - 9:14 AM
County Attorney	Fraser, Andrea	Approved	11/4/2022 - 9:25 AM
County Manager	Mora, Marc	Approved	11/8/2022 - 11:05 AM

# PURCHASE ORDER

Page No.:

1

LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
DIVISION OF PURCHASING  
PO BOX 398  
FORT MYERS, FL 33902 - 0398  
(239) 533-8881 TELEPHONE (239) 485-8383 FAX

BILL TO: LEE COUNTY FINANCE DEPARTMENT  
PO DRAWER 2238  
FORT MYERS, FL 33902-2238  
(239) 533-2100

AN EQUAL OPPORTUNITY AFFIRMATIVE ACTION EMPLOYER

FLORIDA SALES TAX EXEMPTION NO. 85-8012622170C-4

Acceptance of this Purchase Order constitutes acceptance by the vendor of the Lee County Standard Terms and Conditions as provided at:  
<https://www.leegov.com/procurement/Documents/POTermsAndConditions.pdf>

**VENDOR: 101607**

**CITY OF SANIBEL  
FINANCE DEPARTMENT  
800 DUNLOP ROAD  
SANIBEL, FL 33957**

**SHIP TO: LEE COUNTY HUMAN AND VETERAN SERVICES  
2440 THOMPSON STREET  
FORT MYERS, FL 33901**

BUSINESS PHONE: 239 472-9615  
FAX NUMBER: 239 472-3065

REQUISITIONER: SCHNABELD  
BUYER: SCHNABELD

**P.O. NO.:** **10111**

ORDER DATE: 2/28/2024

FREIGHT TERMS: FOB - OUR LOCATION

DELIVERY DATE: 2/28/2024

CONFIRM TO:

QUOTE/CONTRACT NO.:

INSTRUCTIONS:

BRANCH/PLANT : HSEROS

CDBG PY20  
CDBG PY21  
CDBG PY22  
CDBG-CV PY20

AGENDA ITEM #4, BOCC MEETING: 12/15/2020  
AGENDA ITEM #3, BOCC MEETING: 11/16/2021  
AGENDA ITEM #12, BOCC MEETING: 11/15/2022

WHO: HUMAN & VETERAN SERVICES, CONTACT DIANA SCHNABEL, PH# 239-533-7951  
VENDOR: CITY OF SANIBEL, CONTACT NICOLE DECKER-MCHALE, PH# 239-472-3700

WHAT: MODERNIZATION OF THE ELEVATOR LOCATED AT CHR (COMMUNITY HOUSING AND RESOURCES) MARIPOSA ADDRESS 2301 PERIWINKLE WAY SANIBEL, FL. REMOVE AND REPLACE EQUIPMENT IN LIKE KIND AND QUALITY DAMAGED BY WATER INTRUSION DUE TO HURRICANE IAN. REMOVE AND REPLACE CONTROLLER, WIRING, FIXTURES, DOOR OPERATOR, WIRING, HALL DOOR, PUMP UNIT, HYDRAULIC OIL, HYDRAULIC JACK, PIT OIL LINE, LIMIT SWITCH, PUT STOP SWITCH, SCRAPE AND TREAT PIT METAL, AND CLEAN AND TREAT PIT. ALSO, REPAIR OF THE ROADWAY: GRADING OF THE ROADS AND CARPORTS, REMOVAL OF THE MUCK FROM THE HURRICANE, FILL THE POTHOLES IN THE ROAD. LAY DOWN SHELL PUT ON THE ROADWAY AND IN THE CARPORTS. LAY DOWN ROCK GRAVEL ON TOP OF SHELL PUT ON ROADWAYS AND CARPORTS FOR RESILIENCY.

WHERE: 2301 PERIWINKLE WAY, SANIBEL, FLORIDA

WHEN: JANUARY 1, 2024 - DECEMBER 31, 2024

WHY: N/A

WILL THE VENDOR BE COMING ONTO COUNTY PROPERTY? NO

## **PURCHASING AUTHORIZATION: MARY G. TUCKER**

The following applies to purchases made or reimbursed with Federal funds as per 2 CFR 200.318(j) and other Federal Regulations. For Construction Manager at Risk (CMAR), firm fixed price, lump sum, Time & Material (T&M) and/or Time & Equipment (T&E) procurements, this Purchase Order represents a Vendor's Notice to Proceed (NTP). Line-item Extended Price(s) shall be considered Not to Exceed (NTE) ceiling value(s). Additionally, the Total Order value for a Purchase Order represents a NTE ceiling value. If the Vendor anticipates exceeding either of these NTE values, they should contact the Lee County Procurement Department for a change order. If a Vendor exceeds a Line Item or Total Order NTE value, it does so at its own risk.

# PURCHASE ORDER

LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
DIVISION OF PURCHASING  
PO BOX 398  
FORT MYERS, FL 33902 - 0398  
(239) 533-8881 TELEPHONE (239) 485-8383 FAX

BILL TO: LEE COUNTY FINANCE DEPARTMENT  
PO DRAWER 2238  
FORT MYERS, FL 33902-2238  
(239) 533-2100

AN EQUAL OPPORTUNITY AFFIRMATIVE ACTION EMPLOYER

FLORIDA SALES TAX EXEMPTION NO. 85-8012622170C-4

Acceptance of this Purchase Order constitutes acceptance by the vendor of the Lee County Standard Terms and Conditions as provided at:  
<https://www.leegov.com/procurement/Documents/POTermsAndConditions.pdf>

**P.O. NO.:** **10111**

Line	Rev	Item	Description/Account	Ordered	UOM	Unit Price	Extended Price	Req. No.	Type
1.000		99917	CDBG PY20 GRANTS 11126613920.508309.1208		EA	.0000	30,890.00		
2.000		99917	CDBG PY21 GRANTS 11131413920.508309.1208		EA	.0000	34,062.00		
3.000		99917	CDBG PY22 GRANTS 11134913920.508309.1208		EA	.0000	28,073.00		
4.000		99917	CDBG CV PY20 GRANTS 11124313920.508309.1208		EA	.0000	43,671.00		

**Total Order:** 136,696.00

## PURCHASING AUTHORIZATION: MARY G. TUCKER

The following applies to purchases made or reimbursed with Federal funds as per 2 CFR 200.318(j) and other Federal Regulations. For Construction Manager at Risk (CMAR), firm fixed price, lump sum, Time & Material (T&M) and/or Time & Equipment (T&E) procurements, this Purchase Order represents a Vendor's Notice to Proceed (NTP). Line-item Extended Price(s) shall be considered Not to Exceed (NTE) ceiling value(s). Additionally, the Total Order value for a Purchase Order represents a NTE ceiling value. If the Vendor anticipates exceeding either of these NTE values, they should contact the Lee County Procurement Department for a change order. If a Vendor exceeds a Line Item or Total Order NTE value, it does so at its own risk.

CONTRACT ROUTING CHECKLIST

#10111

CONTRACT TYPE: SUBRECIPIENT CONTRACT

SUBJECT: Project known as: BUILDING AND ROAD REPAIRS

between Lee County and CITY OF SANIBEL

Reference: Agenda Item Report; Board action to approve attached contract on:

Agenda Item #4	DATE: 12/15/2020
Agenda Item #3	DATE: 11/16/2021
Agenda Item #12	DATE: 11/15/2022

The subject contract is forwarded herewith for review and/or endorsements:

(1) By the Director of Human & Veteran Services

Project Sponsoring Department

Recommending Execution  
 Not recommending execution for the following reason(s)

Date Received 3/1/2024 Date returned/forwarded 3/1/2024

Signed Juni Brunder 3/1/2024

(2) By Risk Management

Recommending Execution  
 Not recommending execution for the following reason(s)

Date Received 3/12/2024 Date returned/forwarded 3.18.24

Signed Valerie Miller

(3) Laurel Chick, County Administration

JAC 03/19/24

(4) By the County Attorney

Recommending Execution  
 Not recommending execution for the following reason(s)

Date Received \_\_\_\_\_ Date returned/forwarded 03-21-24

Signed [Signature]

(5) Chairman, Board of County Commissioners \_\_\_\_\_

(6) Clerks Office, Minutes Department \_\_\_\_\_

(7) Diana Schnabel, Human & Veteran Services DS 3/26/24