

**Funding Approval and HOME Investment Partnerships Agreement**

**U.S. Department of Housing and Urban Development**

Title II of the National Affordable Housing Act  
Assistance Listings #14.239 - HOME Investment Partnerships Program

Office of Community Planning and Development

1. Grantee Name (must match the name associated with 3b.) and Address <b>Lee County Board of County Commissi</b> <b>PO Box 398</b> <b>Fort Myers, FL 33902-0398</b>	2. Grant Number (Federal Award Identification Number (FAIN)) <b>M23UC120210</b>
	3a. Tax Identification Number <b>596000702</b>
	3b. Unique Entity Identifier (formerly DUNS): <b>SS8JCN35XH77</b>
	4. Appropriation Number <b>86 3/6 0205</b>
	5. Budget Period Start and End Date <b>FY 2023 through FY 2031</b>

6. Previous Obligation (Enter "0" for initial FY allocation)	<b>\$0</b>
a. Formula Funds	\$
b. Community Housing Development Org. (CHDO) Competitive	\$

7. Budget Approved by the Federal Awarding Agency/Current Transaction (+ or -)	<b>\$1,095,673.00</b>
a. Formula Funds	\$1,095,673.00
1. CHDO (For deobligations only)	\$
2. Non- CHDO (For deobligations only)	\$
b. CHDO Competitive Reallocation or Deobligation	\$

8. Revised Obligation	\$
a. Formula Funds	\$
b. CHDO Competitive Reallocation	\$

9. Special Conditions (check applicable box) <input checked="" type="checkbox"/> <b>Not applicable</b> <input type="checkbox"/> Attached	10. Federal Award Date (HUD Official's Signature Date) (mm/dd/yyyy) <b>9/12/2023</b>
---	---

11. Indirect Cost Rate* <table style="width:100%; border-collapse: collapse;"> <tr> <th style="text-align: left; border-bottom: 1px solid black;">Administering Agency/Dept.</th> <th style="text-align: left; border-bottom: 1px solid black;">Indirect Cost Rate</th> <th style="text-align: left; border-bottom: 1px solid black;">Direct Cost Base</th> </tr> <tr> <td style="border-bottom: 1px solid black;">—</td> <td style="border-bottom: 1px solid black;">—%</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;">—</td> <td style="border-bottom: 1px solid black;">—%</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;">—</td> <td style="border-bottom: 1px solid black;">—%</td> <td style="border-bottom: 1px solid black;"></td> </tr> </table>	Administering Agency/Dept.	Indirect Cost Rate	Direct Cost Base	—	—%		—	—%		—	—%		12. Period of Performance Start and End Date <b>Date in Box #10 - 09/30/2032</b>
Administering Agency/Dept.	Indirect Cost Rate	Direct Cost Base											
—	—%												
—	—%												
—	—%												

\* If funding assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E-Cost Principles, provide the name of the department/agency, its indirect cost rate (including if the de minimis rate is charged per 2 § CFR 200.414), and the direct cost base to which the rate will be applied. Do not include cost rates for subrecipients.

This Agreement between the Department of Housing and Urban Development (HUD) and the Grantee is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.). The Grantee's approved Consolidated Plan submission/Application, the HUD regulations at 24 CFR Part 92 (as is now in effect and as may be amended from time to time) and this HOME Investment Partnership Agreement, form HUD-40093, including any special conditions, constitute part of this Agreement. Subject to the provisions of this Agreement, HUD will make the funds for the Fiscal Year specified, available to the Grantee upon execution of this Agreement by the parties. All funds for the specified Fiscal Year provided by HUD by formula reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Grantee's execution of the amendment or other consent. HUD's payment of funds under this Agreement is subject to the Grantee's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502. To the extent authorized by HUD regulations at 24 CFR Part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Grantee without the Grantee's execution of the amendment or other consent. The Grantee agrees that funds invested in affordable housing under 24 CFR Part 92 are repayable when the housing no longer qualifies as affordable housing. Repayment shall be made as specified in 24 CFR Part 92. The Grantee agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58.

The Grantee must comply with the applicable requirements at 2 CFR part 200 that are incorporated by the program regulations, as may be amended from time to time. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in the program regulations, activities carried out under the grant after the effective date of the part 200 amendments will be governed by the 2 CFR part 200 requirements as replaced or renumbered by the part 200 amendments.

The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix I to 2 CFR part 200, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR part 170.

The Period of Performance for the funding assistance shall begin on the date specified in item 12 and shall end on September 1<sup>st</sup> of the 5<sup>th</sup> fiscal year after the expiration of the period of availability for obligation. Funds remaining in the account will be cancelled and thereafter not available for obligation or expenditure for any purpose. Per 31 U.S.C. 1552. The Grantee shall not incur any obligations to be paid with such assistance after the end of the Period of Performance.

The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 U.S.C. 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" ([88 FR 17001](#)), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

13. For the U.S. Department of HUD (Name and Title of Authorized Official) Matthew King, Acting CPD Director	14. Signature 	15. Date <b>9/12/2023</b>
16. For the Grantee (Name and Title of Authorized Official)	17. Signature	18. Date / /

19. Check one:     **Initial Agreement**     Amendment #

20. Funding Information:

Source Year of Funds	Appropriation Code	PAS Code	Amount
2023	86 3/6 0205	HMF (M)	\$1,095,670.00
2016	86X0205-16	HMF	\$ 3.00
<b>Total</b>		(D)	<b>\$1,095,673.00</b>