



Lee County
Southwest Florida

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

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
HOME INVESTMENT PARTNERSHIP PROGRAM (HOME) and
HOME-ARP**

HUD Grant #M23UC120210

Developer Contract

with

Community Assisted & Supported Living, Inc.

June 1, 2024- May 31, 2025



CSFA # _____
CFDA # _____
Contract No. 10181
Funding Source: US HUD Home
Investments Partnership Program
(HOME)/HOME ARP

**STANDARD NONPROFIT/GOVERNMENT CONTRACT
SUBRECIPIENT CONTRACT BETWEEN
THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS
And
Community Assisted & Supported Living, Inc.**

THIS CONTRACT between Lee County, a political subdivision and Charter County of the State of Florida, hereinafter referred to as "**COUNTY**" and **Community Assisted & Supported Living, Inc.**, 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

Project consists of construction upon property located at 3825 and 3839 Broadway, Fort Myers, FL 33901 currently owned by Community Assisted & Supported Living, Inc. The activity is to Develop Phase 2 of the Broadway small-unit development site to construct two duplex units for a total of four-units housing a maximum of 12 beds for persons who are coming from a state of homelessness and who have a disabling condition.

Any proposal/application submitted which resulted in this funding award are binding and incorporated herein as a part of this contract including all conditions and projected levels of service.

For federally funded projects, all requirements and conditions as described in Attachment A, Program Guidelines must also be followed.

All projects funded by Department of Housing and Urban Development (HUD) Homeless Assistance Grants must actively participate in the Centralized Intake/Coordinated Assessment process and input data into the Homeless Management Information System (HMIS).

All activities funded with CDBG/HOME funds must benefit persons of income levels at or below 80% of the area median income and as defined in the pertinent program requirements. Subrecipient certifies that the activity carried out under this Agreement will meet the CDBG/HOME income eligibility requirements. All agencies accepting any funds from the **COUNTY** must create and maintain an active agency profile with the United Way 211 annually.

ARTICLE II: TERM OF CONTRACT

This Contract shall begin **June 1, 2024** and end, **May 31, 2025** 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 **\$1,463,673.00**. 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.

Program	Category	Line Item: Annual Budget Amount	Line Item: N/A	Total
HOME	Construction	\$1,113,673.00		\$1,113,673.00
HOME ARP	Construction	\$350,000.00		\$350,000.00

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 20th 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 2a- Program/Demographics/Beneficiary Report –Due: As indicated on Exhibit 2.

EXHIBIT 3 – Construction Progress Report – Due: Monthly

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

EXHIBIT 8 - Equipment/Fixed Assets Inventory Form- Due: 30 days from purchase of

equipment or fixed assets, and annually on October 1.

- EXHIBIT 9/9a** - Annual Certification of Continued Operation and Declaration of Restrictive Covenants - Due: As indicated on Exhibit 9 and 9a.
- 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: 20th of the month after term end.**
- Other Funding Source – HOME ARP
Final Closeout Payment Request – **Due: See Exhibit 5**

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 **naming 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
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.

ARTICLE XIII: NOTICES

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

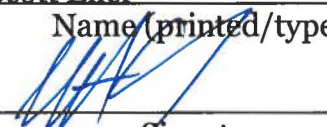
PROVIDER:

Name: J. Scott Eller
 Title: CEO
 Agency: Community Assisted and Supported Living, Inc.
 Address: _____
2911 Fruitville Road, Sarasota, Fl. 34237
 Telephone: 941-928-1814
 Fax: 941-366-0033
 E-Mail : scott.eller@caslinc.org

COUNTY:


Name: Lisa Moisan
 Title: Contract Coordinator
 Agency: Human and Veteran Services
 Address: 2440 Thompson Street
Fort Myers, Florida 33901
 Telephone: (239) 533-2901
 Fax: (230) 533-7960
 E-Mail: LMoisan@leegov.com

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

J. Scott Eller
 Name (printed/typed)

 Signature

 CEO
 Title

OR

Vickie Tiutyama
 Name (printed/typed)

 Signature

 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: J. Scott Eller
Name (print)

[Signature]
(Signature of authorized officer)

CEO
Title

06/04/2024
Date

COUNTY: LEE COUNTY

By: Mike Greenwell
Name (print)

[Signature]
(Signature of authorized officer)

Board of County Commissioners
Title

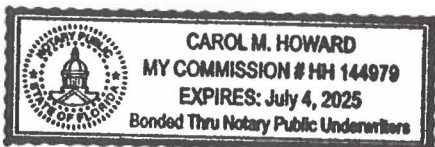
6/18/24
Date

STATE OF FLORIDA
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 4th day of June, 2024 (year), by, J. Scott Eller who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

NOTARY:
By: Carol M. Howard
Notary of Public (Signature)

Carol M. Howard
Name (typed)



ATTEST:
CLERK OF CIRCUIT COURT

By: [Signature]
Title: DEPUTY CLERK

6-18-24
Date



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

By: [Signature]

Date: 06-17-24
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 2a 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 9/9a Annual Certification of Continued Operation and Declaration of Restrictive Covenants
- Exhibit 10 Board of Directors Roster

ATTACHMENTS

- ATTACHMENT A Program Requirements (HOME)
- ATTACHMENT B Compliance and Other Requirements

EXHIBIT 1 PAYMENT REQUEST Line Item Contract

Human and Veteran Services
 Attn: Lisa Moisan
 2440 Thompson Street
 Ft. Myers, FL 33901
 submit by E-Mail: LMoisan@leegov.com

Phone: 239-533-2901
 FAX: 239-533-7960

Contract No. _____
 IDIS#: _____
 Contract Term: 3/1/2024-2/28/2025
 Reporting Period: _____

Check appropriate line:
 Regular Reimbursement
 Final Reimbursement

Agency: Community Assisted and Supported Living, Inc.
 Mailing Address: 2911 Fruitville Rd.
Sarasota, FL 34237
 Phone: (941) 225-2373
 FAX: _____
 E-mail: rl.moisan@centra.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)
HOME Construction	\$ 1,113,673.00			
HOME ARP Construction	\$ 350,000.00		\$ -	\$ -
Total:	\$ 1,463,673.00	\$ -	\$ -	\$ -

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 HOME regulations Statement 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 2a - BENEFICIARY REPORT

Complete on a **monthly** basis once construction is complete **until the unit(s) are leased up**. On all reports, the total number of beneficiaries in the income, race, and ethnicity categories **MUST EQUAL** the number of new beneficiaries for the reporting period.

Subrecipient: _____ Activity: _____

Contract No. _____ Reporting Period: _____

Total beneficiaries served this reporting period: _____ Total **new** beneficiaries this reporting period: _____

Is this activity in a targeted neighborhood as defined by the Department of Human Services? Yes

If yes, which neighborhood area(s): _____

INCOME: Household income is calculated and reported in accordance with the annual HUD income limits. Income percentages indicate “at or below” that percentage and are a percentage of the area median income (AMI). Annual income limits are provided at issuance and throughout the duration of the contract. The current income limits can be found online at <http://www.huduser.org/datasets/il.html>. The agency committed to rent all of the units to persons at a certain income limit. For these units, that income limit was at or below 50% of the AMI.

Are all tenants reported at or below the 50% AMI? _____
(Documentation must be provided for programmatic monitoring visits.)

RACE/ETHNICITY: Report the number of **new** beneficiaries (households) 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										

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: _____

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 _____

LEE COUNTY DEPARTMENT OF HUMAN SERVICES
EXHIBIT 5

PROJECT CLOSEOUT REQUIRED DOCUMENTS

(Submit with final payment request including documents listed below.)

NAME OF SUBRECIPIENT: _____

CONTRACT NO: _____

PROJECT ADDRESS: _____

DATE CLOSED: _____

DATE CERTIFICATE OF COMPLIANCE ISSUED: _____

CLOSE OUT PACKAGE SUBMITTED TO DHS: _____

THE FOLLOWING ITEMS ARE ATTACHED:

- _____ 1. Income certification including verifications
- _____ 2. Copy of Executed Tenant Lease Agreement(s)
- _____ 3. Proof of Hazard and Flood Insurance, if applicable
- _____ 4. Property Maintenance Schedule
- _____ 5. Certificate of Occupancy
- _____ 6. Final Exhibit 2a – Beneficiary Report



ADDITIONAL REMARKS SCHEDULE

AGENCY Atlas Insurance Agency		NAMED INSURED Community Assisted & Supported Living Inc. 2911 Fruitville Road Sarasota FL 34237	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

(ED. 10/11); Additional Insured status for Medical Directors and Administrators is granted if required by written contract per Deluxe Endorsement: Human Services Form PI-GLD-HS (ED. 10/11); Additional Insured status for Lessor of Leased Equipment is granted if required by written contract per the General Liability Deluxe Endorsement: Human Services Form PI-GLD-HS (ED. 10/11).

*Waiver of Subrogation is granted with respects to General Liability if required by written contract per the General Liability Deluxe Endorsement: Human Services Form PI-GLD-HS (ED. 10/11)

Commercial Automobile: Additional Insured status is granted if required by written contract, permit or agreement per Commercial Auto Form Endorsement Form CA2048.

General Liability Deluxe Endorsement: Human Services Endorsement Included

** Supplemental Names **

First Supplemental Name applies to all policies:
Community Assisted and Supported Living Inc., dba Renaissance Manor
Community Affordable and Supported Living, Inc.

RE: 461 Van Buren Street Fort Myers, FL 33916

Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials will be included as Additional Insured as required by written contract, but limited to the operations of the insured under said contract, with respect to General Liability.

EXHIBIT 7
STATEMENT OF WORK – CONSTRUCTION PROJECTS

Name of Agency: Community Assisted and Supported Living, Inc.

Project: Broadway Development for Homeless Persons with a Disabling Condition

Provide below a detailed description of the program being funded/supported by the County in this contract. Include the following information:

1. Description of Project:
 - a. Site Control: Strap 36-44-24-P1-00012.0100 owner CASL
 - b. Construction plans/drawing: Submitted and approved
 - c. Development Order/Permitting: 3839 Broadway BLDR-032212-2023, 3825 Broadway BLDR-032207-2023
 - d. Construction Management
 - i. Notice to proceed: 02/01/2024
 - ii. Inspections: N/A
 - iii. Completion Date: 10/01/2024
 - iv. Occupancy Date: 10/15/2024
2. Project Location: **3825 and 3839 Broadway**
3. List of tasks to be performed: Construction drawings submitted and approved. Building permits issued
4. Number of clients to be served as a result of project: 12
5. Type of Contract (Unit Rate, Line Item, Other): Other, Percentage of completion based upon draw schedules and inspection completion.
6. If Line Item, identify items or services to be purchased:
7. Number of additional clients to be served as a result of project: 12
8. Rental Housing (92.504(c)(3)(ii)(A):
 - Initial rents: HUD FMR/Clients 30% of AGI
 - Procedures for rent increases pursuant to 92.252(f)(2)
 - Number and size of HOME units: 1,500
 - Designation of fixed or floating units: Fixed (Homeless/Disabling)
 - Addresses of each unit must be provided prior to initial occupancy 3825 and 3839 Broadway
 - Rental housing assisted with HOME funds must maintain property standards in compliance with 24 CFR 92.251 for the duration of affordability period described in Exhibit 9-Restrictive Covenant.
9. Homeownership Housing (92.504(c)(3)(ii)(B):
 - Resale or recapture requirement? N/A
 - Sales price or basis upon which the sales price will be determined
 - Disposition of sales proceeds
10. Detailed Construction Budget: see attached

EXHIBIT 7
STATEMENT OF WORK – CONSTRUCTION PROJECTS

11. Pro Forma (Operating Budget), if applicable: see budget

CASL BROADWAY TWINS
3000 Square Feet per Building of Living Space

Duplexes 2

QUANTITY

Exterior

Site work		\$ 10,000.00
Tie In Sewer		\$ 15,000.00
Tie In Water		\$ -
Foundation/Monolithic Pad/With Fiber		\$ 303,507.40
ReBar		incl
Block		incl
Trusses		incl
Framing		incl
Tyvek		incl
Set Windows		incl
Set Exterior Doors		incl
Framing Materials		incl
Beams and Girders		incl
Fasteners/Hold Downs/Straping/Brackets		incl
Nails/Screws		incl
Roofing 5V Metal	40 SQ per building	\$ 75,840.00
Soffits and Fascia		\$ 9,480.00
Gutters		\$ 6,320.00
Stucco	38 SQ	\$ 18,960.00
Hardi Board Siding	6 SQ	\$ 3,950.00
Viwinco Windows Hurricane w/ Tempered Glass Florida Flanges		\$ 98,402.40
Exterior Doors		incl
Door Hardware lever handles/keyed lock pads		\$ 1,053.33
Screen Doors Anderson or Equal		\$ 2,106.67
Exterior Lighting		\$ 4,740.00

Mechanical Systems

		\$ -
Plumbing		\$ 63,200.00
Plumbing Fixtures Moen		\$ 25,280.00
Hot Water Heater Electric		\$ 3,160.00
Washer and Hot Water Pans		\$ 316.00
Electrical		\$ 47,400.00
Electrical Fixtures High Hats LED Waffer		\$ 9,480.00
Ceiling Fans		\$ 3,792.00
Bathroom Fans		\$ 632.00
HVAC Systems		\$ 63,200.00

Interior

		\$ -
Insulation Spray type		\$ 63,200.00
Insulation batt		\$ 21,066.67
Sheetrock		\$ 63,200.00

Interior Doors		\$	9,480.00
Door Hardware		\$	2,528.00
Baseboard		\$	15,800.00
Casing			incl
Install doors and trim package		\$	25,280.00
Painting		\$	39,500.00
LVL Flooring 8MM LVP flooring Lifetime Warranty		\$	47,400.00
Tile Bathroom Tub Walls		\$	6,320.00
Bathroom Vanities 3/4" Plywood Boxes/Blum hardware		\$	1,896.00
Bathroom Vanity Hardware		\$	131.67
Shower Rods		\$	421.33
Bathroom Accessories		\$	1,264.00
Med Cabinets/Mirrors		\$	1,264.00
Kitchen Cabinets 3/4" plywood boxes/ hardwood dovetail drawers		\$	46,926.00
Install Cabinets		\$	12,640.00
Kitchen Countertops Granite		\$	12,640.00
Kitchen Cabinet Hardware		\$	1,580.00
Interior Stairs		\$	15,800.00
Interior Railings		\$	3,160.00
Closets Wire Shelf Rod System		\$	9,480.00
Door Stops		\$	948.00
	Total	\$	1,167,745.46
	Appliances	\$	-
Refrigerator		\$	18,412.87
Range		\$	-
Dishwasher		\$	-
Microwave		\$	-
Washer		\$	-
Dryer		\$	-
		\$	-
	General Costs	\$	-
Labor		\$	90,000.00
Management Fee 9%		\$	105,097.09
		\$	-
		\$	-
Subtotal		\$	1,381,255.42
Overhead 10%		\$	138,125.54
Subtotal		\$	1,519,380.97
Profit 10%		\$	116,774.55
Subtotal		\$	1,636,155.51
Fuel/Shipping/Inflation 2%		\$	32,723.11
Total		\$	1,668,878.62

NOTES:

Total Square Footage per building **3000 SF @ \$278.15 = \$834,450.00**

Total of 2 Duplex's total SF **6,000** of living space for 2 Duplex's

Total cost for all 2 duplex's **\$1,668,878.62**

Community Assisted & Supported Living, Inc. Operating Budget

	<u>12 Month</u>
Ordinary Income/Expense	
Income	
50000 · Revenue	
50110 · Resident Housing Income	
50113 · Resident Housing-Indpnt Living	129,178.80
Total 50110 · Resident Housing Income	<u>129,178.80</u>
Total 50000 · Revenue	<u>129,178.80</u>
Total Income	<u>129,178.80</u>
Gross Profit	129,178.80
Expense	
70000 · Compensation Expenses	
71000 · Wages & Salaries	
71500 · Maintenance Wages & Salaries	
71500 · Maintenance Wages & Salaries - Other	2,246.91
Total 71500 · Maintenance Wages & Salaries	<u>2,246.91</u>
Total 71000 · Wages & Salaries	2,246.91
72000 · Payroll Tax Expenses	
72010 · FICA & Medicare Expense	164.62
72020 · State Unemployment Tax Exp	16.92
Total 72000 · Payroll Tax Expenses	<u>181.54</u>
73000 · Other Personnel Expense	
73100 · Employee Fringe Benefits	
73110 · Health Insurance Expense	1,644.00
Total 73100 · Employee Fringe Benefits	<u>1,644.00</u>
Total 73000 · Other Personnel Expense	<u>1,644.00</u>
Total 70000 · Compensation Expenses	4,072.45
80000 · Non-Compensation Expenses	
81000 · Occupancy	
65450 · Building Security Services	2,391.71
81100 · Maintenance & Repair Expenses	
81110 · Repair & maintenance exp	3,002.07
81120 · Lawn & Yard Maintenance	8,380.65
81130 · Pest Control/Termites	1,376.25
81140 · Cleaning Expense	7,417.50
Total 81100 · Maintenance & Repair Expenses	<u>20,176.47</u>
81200 · Utilities	
81210 · Electric	11,053.45
81220 · Water/Sewer	12,285.94
81240 · Gas	220.24
Total 81200 · Utilities	<u>23,559.62</u>
Total 81000 · Occupancy	46,127.81
81300 · Depreciation	

	<u>12 Month</u>
81300 · Replacement/Maintenance Improvements	60,209.34
Total 81300 · Replacement/Maintenance Improvements	<u>60,209.34</u>
84000 · Insurance	
73200 · Workers compensation Insurance	179.75
84001 · Building & Property Insurance	
84004 · General & Property	11,719.05
Total 84001 · Building & Property Insurance	<u>11,719.05</u>
Total 84000 · Insurance	<u>11,898.80</u>
Total 80000 · Non-Compensation Expenses	<u>118,235.94</u>
Total Expense	<u>122,308.39</u>
Net Ordinary Income	6,870.41
Other Income/Expense	
Other Income	
95000 · Other Non-Operating Income	
95510 · Late & Other Rental Fees	206.25
Total 95000 · Other Non-Operating Income	<u>206.25</u>
Total Other Income	<u>206.25</u>
Net Other Income	<u>206.25</u>
Net Income	<u><u>7,076.66</u></u>

EXHIBIT 9
ANNUAL CERTIFICATION OF CONTINUED USE
HOME Investment Partnership Program (HOME)

Due by: January 31st of each year

Contract # _____

The HOME Investment Partnership Program (HOME) is regulated by the Code of Federal Regulations at 2 CFR part 200 subpart D Section 200.330 apply standards to real property which was acquired or improved in whole or in part using HOME funds in excess of \$25,000. Lee County's standard requires that the use of such property (including beneficiaries) may not change from that for which the acquisition or improvement was made until twenty years after the entire HOME grant received by Lee County Human and Veteran Services has been expended and closed out.

Property Choose an item. in excess of \$25,000 to the _____
located at _____, were
funded from the HOME Program. 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 Human and Veteran Services, 2440 Thompson Street, Fort Myers, FL 33901 annually through at least December 31, 20--.

Project/Facility Name: _____

Address: _____

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 HOME Program has been used for _____
_____.

Printed Name Signature

Title Date

EXHIBIT 9a
DECLARATION OF RESTRICTIVE COVENANTS

1. THIS DECLARATION OF RESTRICTIVE COVENANTS (Declaration) dated as of June 4, 2024, by Community Assisted and Supported Living, Inc. a Florida not-for-profit corporation, its successors and assigns, and legally described as:

Strap #: 36-44-24-P1-00012.0100

Address: 3825 Broadway Avenue, Ft. Myers, Fl. 33901

2. Community Assisted and Supported Living, Inc. agrees to all requirements of the United States Department of Housing and Urban Development HOME Investment Partnership (HOME) Program in acceptance of HOME funding received through Lee County, a political subdivision and Charter County of the State of Florida herein after referred to as "COUNTY" to acquire and improve property aforementioned.
3. This Declaration is in furtherance of and incorporates the Lee County, effective June 1, 2024, and all obligations thereunder entered into between the County and Community Assisted and Supported Living, Inc. dated June 1, 2024.
4. Community Assisted and Supported Living, Inc. its successors or assigns, shall use property to meet the HOME applicable requirements commencing on the date of recordation of the warranty deed and ending twenty (20) years after project completion as per 24 CFR 92.252. Tenants will have a household income not exceeding 65% of area median income with rent based on 30% of household income.
5. In the event Community Assisted and Supported Living, Inc. fails to use the property for the purposes set forth herein expressly or by reference, Community Assisted and Supported Living, Inc. at the County's option agrees to repay one hundred percent (100%) of any assistance received aforementioned under Lee County Contract.
6. Community Assisted and Supported Living, Inc. agrees to maintain Property in compliance with local codes and to a safe, decent, and sanitary condition, which shall include repairs and maintenance duties to the Property to extend the life of the dwelling. Further, Community Assisted and Supported Living, Inc. agrees to comply with all local, State and Federal requirements specific to funding sources attached to this property as instructed by the County.
7. If, the County determines that the project is no longer needed for use, the County may authorize Community Assisted and Supported Living, Inc., its successors, or assigns, or convert the use of the project for the direct benefit of low-income persons.
8. The County may approve such action as may be necessary to allow the transfer, conveyance, assignment, leasing, mortgaging, or encumbering of the Property or to accomplish the acts described above.
9. Community Assisted and Supported Living, Inc. agrees to maintain and provide required documents (which may include Certificate of Continued Use and beneficiary information) to the Lee County Department of Human Services as required by the HOME Program. Required documents must be submitted on an annual basis.
10. This Declaration and the covenants set forth herein regulating and restricting the use and occupancy of the Property (i) shall be and are covenants running with the Property, encumbering the Property for the term of

this Declaration, and binding, upon the Recipient's successors in title and all subsequent owners of the Property, (ii) are not merely personal covenants of the Recipient, and (iii) shall bind the Recipient and its respective successors and assigns during the term of this Declaration.

11. Any and all requirements of the laws of the State of Florida to be satisfied in order for the provisions of this Declaration to constitute deed restrictions and covenants running with the land shall be deemed to be satisfied in full, and that any requirements or privileges of estate are intended to be satisfied, or in the alternate, that an equitable servitude has been created to ensure that these restrictions run with the land.
12. The invalidity of any clause, part or provision of this Declaration shall not affect the validity of the remaining portions thereof.

For the term of this Declaration, each and every contract, deed, or other instrument hereafter executed conveying the property or portion thereof shall expressly provide that such conveyance is subject to this Declaration, provided, however, that these covenants contained herein shall survive and be effective regardless of whether such contracts, deed or other instrument conveyance is subject to this Declaration. Upon expiration of the period during which Community Assisted and Supported Living, Inc. is obligated to operate the Property in accordance with the Agreement, this Declaration shall terminate and shall no longer be effective.

By: 

STATE OF FLORIDA
COUNTY OF LEE

The foregoing was acknowledged before me this 4th day of June, 2024 by J. Scott Eller, on behalf of the corporation [] who is personally known to me or [] who has produced _____ as identification.

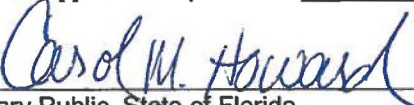

Notary Public, State of Florida
Printed Name: Carol M. Howard
My Commission Expires: July 4, 2025



EXHIBIT 9a
DECLARATION OF RESTRICTIVE COVENANTS

1. THIS DECLARATION OF RESTRICTIVE COVENANTS (Declaration) dated as of June 4, 2024, by Community Assisted and Supported Living, Inc. a Florida not-for-profit corporation, its successors and assigns, and legally described as:

Strap #: 36-44-24-P1-00012.0100

Address: . 3839 Broadway Avenue, Ft. Myers, Fl. 33901

2. Community Assisted and Supported Living, Inc. agrees to all requirements of the United States Department of Housing and Urban Development HOME Investment Partnership (HOME) Program in acceptance of HOME funding received through Lee County, a political subdivision and Charter County of the State of Florida herein after referred to as "COUNTY" to acquire and improve property aforementioned.
3. This Declaration is in furtherance of and incorporates the Lee County, effective June 1, 2024, and all obligations thereunder entered into between the County and Community Assisted and Supported Living, Inc. dated June 1, 2024.
4. Community Assisted and Supported Living, Inc. its successors or assigns, shall use property to meet the HOME applicable requirements commencing on the date of recordation of the warranty deed and ending twenty (20) years after project completion as per 24 CFR 92.252. Tenants will have a household income not exceeding 65% of area median income with rent based on 30% of household income.
5. In the event Community Assisted and Supported Living, Inc. fails to use the property for the purposes set forth herein expressly or by reference, Community Assisted and Supported Living, Inc. at the County's option agrees to repay one hundred percent (100%) of any assistance received aforementioned under Lee County Contract.
6. Community Assisted and Supported Living, Inc. agrees to maintain Property in compliance with local codes and to a safe, decent, and sanitary condition, which shall include repairs and maintenance duties to the Property to extend the life of the dwelling. Further, Community Assisted and Supported Living, Inc. agrees to comply with all local, State and Federal requirements specific to funding sources attached to this property as instructed by the County.
7. If, the County determines that the project is no longer needed for use, the County may authorize Community Assisted and Supported Living, Inc., its successors, or assigns, or convert the use of the project for the direct benefit of low-income persons.
8. The County may approve such action as may be necessary to allow the transfer, conveyance, assignment, leasing, mortgaging, or encumbering of the Property or to accomplish the acts described above.
9. Community Assisted and Supported Living, Inc. agrees to maintain and provide required documents (which may include Certificate of Continued Use and beneficiary information) to the Lee County Department of Human Services as required by the HOME Program. Required documents must be submitted on an annual basis.
10. This Declaration and the covenants set forth herein regulating and restricting the use and occupancy of the Property (i) shall be and are covenants running with the Property, encumbering the Property for the term of

this Declaration, and binding, upon the Recipient's successors in title and all subsequent owners of the Property, (ii) are not merely personal covenants of the Recipient, and (iii) shall bind the Recipient and its respective successors and assigns during the term of this Declaration.


11. Any and all requirements of the laws of the State of Florida to be satisfied in order for the provisions of this Declaration to constitute deed restrictions and covenants running with the land shall be deemed to be satisfied in full, and that any requirements or privileges of estate are intended to be satisfied, or in the alternate, that an equitable servitude has been created to ensure that these restrictions run with the land.
12. The invalidity of any clause, part or provision of this Declaration shall not affect the validity of the remaining portions thereof.

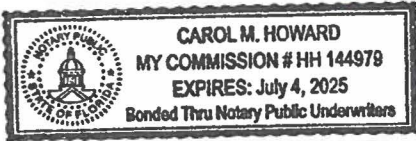
For the term of this Declaration, each and every contract, deed, or other instrument hereafter executed conveying the property or portion thereof shall expressly provide that such conveyance is subject to this Declaration, provided, however, that these covenants contained herein shall survive and be effective regardless of whether such contracts, deed or other instrument conveyance is subject to this Declaration. Upon expiration of the period during which Community Assisted and Supported Living, Inc. is obligated to operate the Property in accordance with the Agreement, this Declaration shall terminate and shall no longer be effective.

By: 

STATE OF FLORIDA
COUNTY OF LEE

The foregoing was acknowledged before me this 4th day of June, 2024 by J. Scott Miller, on behalf of the corporation [] who is personally known to me or [] who has produced _____ as identification.


Notary Public, State of Florida
Printed Name: Carol M. Howard
My Commission Expires: July 4, 2025



COMMUNITY ASSISTED & SUPPORTED LIVING, INC.
- C.A.S.L. -
BOARD OF DIRECTORS
2024-2026

Rebecca U. Stoner, President
CPA-Senior Accountant
Kerkering, Barberio, & Co., PA
1990 Main St., Suite 801
Sarasota, Fl. 34232
January 17, 2024 – January 16, 2026

Harold Hedley, Vice President
Non-Profit Executive/Retired
5508 Cantucci St.
Nokomis, Fl. 34275
January 17, 2024 – January 16, 2026
Son with disabilities-lived in CASL
housing

Steve Armstrong, Treasurer
Business Owner
5809 Briarwood Ave
Sarasota, FL 34231
Steve's Pest Control
January 17, 2024 – January 16, 2026
Family member with chronic mental
illness, substance use disorder and
previously homeless-lives in CASL
housing

Diane Kreisman
7935 Woodpointe Ct.
Sarasota, Fl. 34238
January 17, 2024 -January 16, 2026
Lives with chronic mental illness and
was previously homeless

Richard A.Ulrich, Esq.
Attorney
2940 South Tamiami Trail
Sarasota, FL 34239
January 17, 2024 – January 16, 2026

Danny Bilyeu, Secretary
City Commissioner/Legislative Aide/Non
Profit Management
402 W. Cornelius Cir.
Sarasota, Fl. 34232
January 17, 2024 – January 16, 2026

Daleen O'Dell
Real Estate Broker
2326 Del Prado Blvd.
Cape Coral, Fl. 33990
January 17, 2024 – January 16, 2026
Family member with chronic mental
illness, previously homeless and lived in
CASL housing.

HOME INVESTMENT PARTNERSHIP PROGRAM (HOME)

The HOME program was signed into law as Title II of the Cranston Gonzalez National Affordable Housing Act in 1990 and first funded in 1992. Among its purposes, the National Affordable Housing Act was intended to 1) promote partnerships among states, units of general local government, and not-for-profit organizations, and 2) to expand the capacity of not-for profit organizations to develop safe, decent, and affordable housing by providing grants to States and local governments referred to as participating jurisdictions, or "PJs". The PJ for Lee County is the Department of Human Services and Veterans Services (DHVS). PJs use their HOME grants to fund housing programs that meet local needs and priorities and have flexibility in designing their local HOME programs within the guidelines established by the Final Rule. HOME funds may be used to help renters, new homebuyers, or existing homeowners. The HOME Program establishes limits for rents, income, purchase price, and per unit subsidy limits.

The following is only a **summary** of HOME Program requirements contained in 24 CFR Part 92 and other applicable Federal Regulations. Applicable CPD Notices that may be referenced herein can be found online at: <https://www.hudexchange.info/home/>. The Final Rule can be located at: http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title24/24cfr92_main_02.tpl
The full content of the Final Rule, CFRs, and other applicable Federal Regulations supersedes any errors or summarizations contained in this document.

The SUBRECIPIENT/PROVIDER/DEVELOPER shall:

Comply with all federal laws and regulations described in the Department of Housing and Urban Development (HUD) HOME regulations, 24 CFR Part 92, and other applicable Federal regulations, including 2 CFR 200 as now in effect and may be amended. The HOME Final Rule was revised and published on July 24, 2013. All revisions are applicable under this contract.

A. AFFORDABLE HOUSING - Use of HOME funds is primarily to expand the supply of affordable housing for low and very low-income families. The amount of HOME funds invested in assisted housing units must not exceed the HOME Per-Unit Subsidy limits determined by HUD and defined at <https://www.hudexchange.info/resource/2315/home-per-unit-subsidy/>. HOME assisted housing units must have an initial purchase price or after-rehabilitation value that does not exceed 95 percent of the median purchase for single-family housing as determined by HUD and defined at: <https://www.hudexchange.info/resource/2312/home-maximum-purchase-price-after-rehab-value/>. HOME assisted housing units must meet all applicable State and local housing quality standards and code requirements and the housing must meet the standards listed in 24 CFR 92.251.

❖ **Homebuyer Housing:**

- Homebuyer housing must be affordable with monthly payments of principal, interest, taxes, and insurance that does not exceed 30 percent of the gross adjusted income of a family with income not to exceed 80 percent of the MSA, as determined by HUD, and according to number of persons in the household.
- The housing must be the principal residence of owner whose family qualifies as low or very low-income at the time of purchase/lease.
- Homebuyer must receive housing counseling from a qualified Provider.
- At the time of initial assistance a written agreement with the homebuyer must be executed to ensure they are fully informed of what to expect at the time they sell the home, including how net proceeds will be distributed and how any appreciation will be treated.

ATTACHMENT A: HOME PROGRAM REQUIREMENTS
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
CFDA #14.239

- Homebuyer units remaining unsold 9 months after completion of construction or rehabilitation must be converted to rental units in accordance with 24 CFR 92.252 or HOME funds repaid to PJ.

❖ **Rental Housing:**

- Nonprofit housing owner, sponsor, or developer must own HOME assisted rental housing units for a period at least equal to the period of affordability period defined in 24 CFR 92.252.
- HOME assisted rental housing units must have an initial project lease-up within 6 months after date of project completion. Marketing information and a Marketing Plan will be required if lease-up is not complete within 6 months. Repayment of HOME funds is required for HOME assisted housing units that have not been rented to eligible tenants 18 months after the date of project completion.
- Unless otherwise specified in contract, rental projects with five or more HOME-assisted rental units must have at least 20 percent of the HOME-assisted units occupied by very low-income families (50% of AMI).
- **Unless otherwise specified in contract**, at least 90 percent of the rental units must be occupied by households whose income are at or below 60 percent of the median income for the Fort Myers/Cape Coral, Florida Metropolitan Statistical Area (MSA).
- Tenant household income must be determined initially by examining at least 2 months of source documents for the family and recertified on an annual basis with one of the options in 24 CFR 92.203.
- Owner must annually certify that all HOME-assisted units are suitable for occupancy and in accordance to PJ's standards.
- Owner/landlord must allow PJ access to units for inspections required during construction, rehabilitation, and during affordability period. Corrective and remedial actions must be taken by owner to address identified deficiencies.
- The financial condition of HOME-assisted rental housing with 10 units or more will be reviewed on an annual basis by PJ to determine the continued financial viability of the housing.
- **Rents:**
 - Rent may not exceed the maximum HOME rent limits.
 - Group home rents may not include food costs or the cost of supportive services. Disability related services must be non-mandatory. Any mandatory tenant fees must be submitted to PJ for approval.
 - Rents and utility allowances must be approved by PJ on an annual basis. Owner must also provide annual Rent and Occupancy report of HOME-assisted units for PJ's review.
 - Owner must provide tenant no less than 30 days notice of rent increase.
 - Tenants may not be charged fees that are not customarily charged in rental housing. See 24 CFR 92.504(c)(3)(xi) for details.
- **Tenant Protections:**
 - All leases should be reviewed and approved by PJ prior to signing to ensure that tenant's lease complies with the requirements in 24 CFR 92.253 (a) and (b) and are in compliance with all state and local landlord and tenant laws. All leases between landlord and tenant must be in writing and cannot be for less than one (1) year in duration. All lease agreements must be comply with VAWA as described in 24 CFR 92.359(e). The following clauses are **prohibited** in leases or any addendum as outlined in 24 CFR 92.253(b).
 - agreement to be sued; admit guilt, or to a judgment in favor of the owner;
 - agreements regarding the treatment of tenant's personal property;
 - agreements excusing the owner/landlord from responsibility;

ATTACHMENT A: HOME PROGRAM REQUIREMENTS
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
CFDA #14.239

- agreements by the tenant that landlord/owner may institute a lawsuit without notice; waiver of legal proceedings;
 - waiver of jury trial;
 - waiver of right to appeal a court decision;
 - agreements to pay legal costs, regardless of outcome and
 - mandatory supportive services.
- Owner/landlord cannot terminate the tenancy or refuse to renew the lease of a tenant, except for serious or repeated violations of the terms and conditions of the lease; violation of applicable federal, state, or local laws; or for other good cause. To terminate or refuse to renew the tenancy, the owner/landlord must serve written notice upon the tenant specifying the grounds for the action at least thirty (30) days before the termination of the tenancy.
 - Owner/landlord must have written tenant selection policy that includes (1) limiting housing to low income families, (2) reasonably related to applicant's ability to perform obligation of lease, or (3) limiting eligibility or giving preference to a particular segment of the population unless in compliance with 24 CFR 92.253(d)(3). Section 8 or TBRA tenants cannot be denied eligibility solely because they are a holder of such certificate. Tenants must be selected from a written list in chronological order of application insofar as is practicable. Prompt written notice must be provided to rejected applicants.
 - The Violence Against Women Act prohibits denial or termination of assistance or eviction solely because an applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. In accordance to 24 CFR 92.359(c)(1) the owner/landlord must provide to the applicant for a HOME-assisted unit at the time of admission or denial of admission based on the owner's tenant selection policies and criteria the "Notice of Occupancy Rights under the Violence Against Women Act" and HUD-approved "Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking" form. The notice and certification forms must also be provided with any notification of eviction from a HOME-assisted unit.

B. PROPERTY STANDARDS – Housing must be decent, safe, sanitary and in good repair. Housing that is being constructed or rehabilitated with HOME funds must meet all applicable state and local codes, PJ property/rehabilitation standards and ordinances. All areas and components of the housing must be free of health and safety hazards. This includes, but is not limited to; air quality, electrical hazards, accessible emergency/fire exits, flammable materials, garbage and debris, handrail hazards, infestation, and lead-based paint. Upon project completion, each of the major systems must have a remaining useful life of at least five years.

C. REHABILITATION - For properties purchased for the purpose of rehabbing and selling to an income eligible homebuyer, the minimum useful life of major systems will be considered. Upon project completion, major systems must have a remaining useful life of at least 5 years. If it is determined that they will not meet this standard at completion, those major systems must be rehabilitated or replaced as part of the rehabilitation work. For properties purchased for the purpose of rehabbing to provide affordable rental housing, the owner must establish a replacement reserve if the remaining useful life of one or more major system is less than the applicable period of affordability. Monthly payments must be made to the reserve that are adequate to repair or replace systems as needed through the affordability period.

Major systems include: Structure, Roofing, Cladding and Weatherproofing, Electrical, Plumbing, Well, Septic, and HVAC. Useful life will be determined according to the date of system installation with no consideration given for the quality of maintenance/upkeep of any major systems. Guidelines for determine useful life can be located at <http://www.nachi.org/florida-life-expectancy.htm>

ATTACHMENT A: HOME PROGRAM REQUIREMENTS
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
CFDA #14.239

All work will be completed and shall be in compliance with the current Florida Building Code Standards and be completed in a workmanlike manner. All re-roofing shall comply with Section 553.844 of the Florida State Statutes for existing site built and single family residential structures. All electrical work will comply with the National Electrical Code and Life Safety Code for an existing dwelling. All plumbing installation will comply with standard plumbing code and comply with the Florida Plumbing Code. Smoke detectors meeting the National Fire Protection Association Standards (NFPA) 74 or its successor requirements will be located on each level of the unit. A Licensed termite inspector shall inspect property for termite infestation and damage. Dwelling shall receive fumigation treatment (tenting and/or subterranean treatment) as per termite inspection.

PROJECT PROCEEDS/PROGRAM INCOME – Subrecipients, Providers, and Developers, shall report to the PJ (Lee County) all program income as defined at 24 CFR 92.2 generated by activities carried out with HOME funds. For this project, subrecipient can retain program income for use as affordable rental housing to benefit low-income families. Subrecipient shall maintain sufficient records that document the receipt and use of program income and report to the PJ on an annual basis.

CHDOs are authorized to retain the proceeds from the initial sale of a HOME assisted property. CHDO proceeds may include funds resulting from: the permanent financing of a CHDO project which is used to payoff a CHDO financed construction loan; the sale of CHDO sponsored rental housing to a second non-profit; the sale of CHDO developed homeownership housing; the principal and interest payments from a loan to a buyer of CHDO developed homeownership housing. Rental income that is generated by a CHDO-owned project does not constitute project proceeds. Project proceeds must be used for HOME eligible or other housing activities as defined in 24 CFR92.205-215 with the exception of pre-award costs and tenant based rental assistance, to benefit low-income families as required by 24 CFR92.300 (a)(2) and further clarified in CPD 97-09. If a CHDO uses project proceeds to fund a unit that also receives new HOME funds, project completion reports must be submitted to the PJ on these units so that they can be monitored. If proceeds are used for an activity other than a HOME assisted unit, there are no further HOME requirements, which must be met. Funds generated from the use of CHDO proceeds are not CHDO proceeds and are not subject to the requirements of the HOME regulations. These requirements apply even if the proceeds are used after the expiration of this contract.

CHDO proceeds do not include funds which are recaptured because the HOME assisted property does not continue to be the principal residence of the assisted homebuyer for the affordability period, as required by 24 CFR92.254(a)(5)(ii). HOME funds are to be secured by a second mortgage and a promissory note between Lee County and the homeowner for terms in accordance to 24 CFR92.252 for rental housing units and 24 CFR92.254 for homeownership units. The second mortgage and promissory note will be provided or approved by the PJ. Such documents must be recorded with the Lee County Clerk of Courts within two working days following the closing.

If the HOME assisted unit is no longer the principal resident of an assisted homebuyer at any point during the affordability period, the HOME funds must be recaptured and returned to PJ for deposit into the County's HOME Trust Fund account for future use in HOME-eligible projects. Recaptured funds are subject to the requirements of 24 CFR92.503(c).

- D. MATCH** – HOME funds used for projects costs require a 25 percent match. Match is a permanent contribution to affordable housing and is not leveraging. Lee County contributes required match unless otherwise stated in contract. If match contributions are required from agency, match is to be reported on the monthly payment request form, as applicable.

ATTACHMENT A: HOME PROGRAM REQUIREMENTS
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
CFDA #14.239

- E. AFFORDABILITY** - Housing assisted with HOME funds must meet the affordability requirements defined in 24 CFR 92.252 or 92.254. At a minimum, the defined affordability period applicable to the project will be required for all HOME assisted projects. The amount of HOME funds will be secured by a second mortgage, promissory note, restrictive covenant, and/or Transfer of Property Agreement between Lee County and the property owner. Such second mortgage will not require repayment as long as the property continues to be the owner's primary residence. The restrictive covenant will not require repayment as long as the property continues to be used as affordable rental housing. The second mortgage/restrictive covenant shall specify the recapture or resale method that will be followed if the property is sold or ceases to be the owner's primary residence.
- F. TIME LIMITS** – Funds must be committed to specific projects within 24 months of PJ's HOME award and must be completed within the contract term.
- G. AFFIRMATIVE MARKETING** - If the project contains five (5) or more HOME assisted units, the PROVIDER/DEVELOPER must follow the affirmative marketing responsibilities outlined in 24 CFR 92.351.
- H. DOCUMENTATION AND RECORD-KEEPING** - The PROVIDER/DEVELOPER shall maintain all records required by the Federal regulations specified in 24 CFR Part 92.508 that are pertinent to the activities to be funded under this agreement, including but not limited to:
1. A full description of each activity undertaken and its eligibility criteria.
 2. Client data demonstrating client eligibility for services provided.
 3. Documentation of the acquisition, improvement, use or disposition of real property acquired or improved with HOME assistance.
 4. Written lease agreement in compliance with 24 CFR 92.253.
 5. Fair Lease and Grievance Procedures approved by PJ and a Tenant Participation Plan in place allowing tenant participation in management decisions.
 6. Compliance with fair housing and equal opportunity components of the HOME program.
 7. Financial records as required by 24 CFR Part 592.502, 504, and 508 and 2 CFR 200; and other records to comply with Subpart K of 24 CFR 592.
 8. Rental housing project records retained for five years after project completion date.
 9. Individual tenant income verifications, project rents, and property inspections, must be retained for the most recent five-year period, until five years after the affordability period terminates.
 10. If the rental housing project has floating HOME units, the owner must provide information regarding unit substitution and filling vacancies so that the project remains in compliance with HOME rental occupancy requirements.
- J. SUBCONTRACTS** - The SUBRECIPIENT/PROVIDER/DEVELOPER shall insure that all subcontracts let in the performance of this agreement shall be awarded on a fair and non-collusive basis and in accordance to 2 CFR 200.317-326. SUBRECIPIENT/PROVIDER/DEVELOPER shall not enter into a transaction with debarred, suspended or ineligible contractors and participants included on the exclusion list on www.sam.gov. Prior to disbursing HOME funds the SUBRECIPIENT/PROVIDER/DEVELOPER must have entered into a written agreement with that entity. All provisions of this agreement shall be included and made part of any subcontract executed in the performance of this agreement.
- K. FINANCIAL MANAGEMENT** – The requirements at 2 CFR 200.302 "Standards for Financial Management Systems" apply to SUBRECIPIENT/PROVIDER/DEVELOPER/CHDO's acting as an owner, developer, or sponsor of HOME-assisted housing.

ATTACHMENT A: HOME PROGRAM REQUIREMENTS
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
CFDA #14.239

L. PROCUREMENT – A SUBRECIPIENT/PROVIDER/DEVELOPER must have written procedures in place for the purchase of equipment, goods, and services and the inventory of non-expendable personal property. Such procedures must be followed at all times. The SUBRECIPIENT/PROVIDER/DEVELOPER shall procure all materials, property or services in accordance with the requirements 2 CFR 200. 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.

M. RESTRICTIONS ON USE OF FUNDS -The SUBRECIPIENT/PROVIDER/DEVELOPER 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.

Hatch Act - The SUBRECIPIENT/PROVIDER/DEVELOPER 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.

Conflict of Interest - The SUBRECIPIENT/PROVIDER/DEVELOPER agrees to abide by the provisions of 24 CFR 92.356 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.

Lobbying - The SUBRECIPIENT/PROVIDER/DEVELOPER 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 SUBRECIPIENT/PROVIDER/DEVELOPER shall submit a "Disclosure Form to Report Lobbying" in accordance with its instructions.

Religious Organization - The SUBRECIPIENT/PROVIDER/DEVELOPER agrees that funds provided under this agreement shall not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 92.257.

N. ENVIRONMENTAL CONDITIONS – The PJ will conduct the environmental review of all projects, and SUBRECIPIENT/PROVIDER/DEVELOPER agrees to comply with all applicable requirements as applicable, including but not limited to:

1. 24 CFR 92.352: Environmental Review; and
2. Any PJ instructions or requests necessary to the fulfillment of the environmental review; and
3. Lead-Based Paint regulations at 24 CFR 92.355, 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.

O. RELOCATION, REAL PROPERTY ACQUISITION, AND ONE-FOR-ONE HOUSING REPLACEMENT -

The SUBRECIPEINT/PROVIDER/DEVELOPER 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
2. Residential Anti-Displacement and Relocation Assistance Plan requirements of 24 CFR 92.353 under Section 104(d) of the Housing and Community Development Act; and

P. CIVIL RIGHTS - The SUBRECIPEINT/PROVIDER/DEVELOPER 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(b) 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, with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

The SUBRECIPEINT/PROVIDER/DEVELOPER 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. The SUBRECIPEINT/PROVIDER/DEVELOPER will take affirmative action to insure that all employment practices are free of such discrimination. The SUBRECIPEINT/PROVIDER/DEVELOPER agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Q. 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 92.351. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the SUBRECIPEINT/PROVIDER/DEVELOPER shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting or 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 and the United States are beneficiaries of and entitled to enforce such covenants. The SUBRECIPEINT/PROVIDER/DEVELOPER, 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.

R. OTHER FEDERAL REQUIREMENTS -

Section 504 The SUBRECIPEINT/PROVIDER/DEVELOPER agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 USC 706), which prohibits discrimination against the handicapped in any Federally assisted program. The COUNTY shall provide the SUBRECIPEINT/PROVIDER/DEVELOPER with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

Affirmative Action The SUBRECIPEINT/PROVIDER/DEVELOPER 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 SUBRECIPEINT/PROVIDER/DEVELOPER 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 SUBRECIPEINT/PROVIDER/DEVELOPER may rely on written representations by

ATTACHMENT A: HOME PROGRAM REQUIREMENTS
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
CFDA #14.239

businesses regarding their status as minority and female business enterprises in lieu of an independent investigation. The SUBRECIPEINT/PROVIDER/DEVELOPER will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPEINT/PROVIDER/DEVELOPER, state that it is an Equal Opportunity or Affirmative Action employer. The SUBRECIPEINT/PROVIDER/DEVELOPER 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 SUBRECIPEINT/PROVIDER/DEVELOPERs or subcontractors.

Davis-Bacon Act - The SUBRECIPEINT/PROVIDER/DEVELOPER 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 USC 276a-276a-5; 40 USC 276c), 24 CFR Part 92.354 and all other applicable Federal, state, and local laws and regulations pertaining to labor standards applicable to this agreement. The SUBRECIPEINT/PROVIDER/DEVELOPER shall maintain documentation that demonstrates compliance with hour and wage requirements of this part.

The SUBRECIPEINT/PROVIDER/DEVELOPER 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 USC 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, the SUBRECIPEINT/PROVIDER/DEVELOPER, and any of the SUBRECIPEINT/PROVIDER/DEVELOPER's subcontractors.

The SUBRECIPEINT/PROVIDER/DEVELOPER certifies and agrees that no contractual or other impediment exists that prevent compliance with these requirements. The SUBRECIPEINT/PROVIDER/DEVELOPER 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."

S. PAYMENTS AND REPORTS - Payment requests will be subject to the County's execution of its Master Agreement with HUD and the activity being assigned a number in IDIS (Integrated Disbursement and Information System). SUBRECIPEINT/PROVIDER/DEVELOPER shall submit reports as required to assist the COUNTY in the preparation of HUD Labor Relations, WBE/MBE, Equal Opportunity Employment, HUD Section 3 reports, pursuant to 24 CFR 92.504, 507, 508, and 509, and all other pertinent reports. The SUBRECIPEINT/PROVIDER/DEVELOPER's obligation to the COUNTY shall not end until the closeout packages consisting of the documents listed in Exhibit 5: Close Out Package for each HOME-assisted property are submitted to the COUNTY.

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
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.

The attached document has been approved by the Board of County Commissioners. Please review the instructions below and forward to the appropriate office when complete.

Meeting Date:	11/07/2023
Agenda Item #:	C24
Agenda Item Title:	Accept Annual Grant Funding From HUD
	(1) CASL – Contract 10181

Department	Instructions
County Attorney	Please review the attached document(s) at the BLUE sticker. If you have any questions concerning the document(s), contact the originating department. After completion, forward to the CHAIR/VICE CHAIR for signature.
Chair/Vice Chair	Sign the attached document(s) at the RED sticker. After completion, forward to the MINUTES OFFICE for execution.
Minutes Office	Execute the attached document(s). After document(s) are completely executed, return the remaining originals to Laurel Chick, County Administration for distribution.

Date out from Administration: 06/17/24

Return to Dept. Novus

2024 JUN 17 PM 1:09
 COUNTY ATTORNEY

2024 JUN 18 PM 11:51
 RECEIVED
 MINUTES OFFICE
 MS

AGENDA ITEM REPORT

DATE: November 7, 2023
DEPARTMENT: Human and Veteran Services
REQUESTER: Roger Mercado
TITLE: Accept Annual Grant Funding From HUD

I. MOTION REQUESTED

A) Accept \$4,457,072 in Grant Funds from U.S. Department of Housing and Urban Development.

B) Approve budget amendment resolutions as follows:

- \$ 3,085,111 in Community Development Block Grant (CDBG), Entitlement Fund # 13920
- \$ 1,095,673 in HOME Investment Partnership Funds, Entitlement Fund # 13921
- \$ 276,288 in Emergency Solution Grant (ESG), Entitlement Fund # 00100

C) Authorize 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,
4. Amendments to the Lee County Five Year Consolidated Plan and Annual Action Plans once prepared in accordance with Administrative Code 15-2.

D) Authorize Department Director to approve notices and advertisements for comments.

II. ITEM SUMMARY

Approval accepts \$4,457,072 in entitlement funds from the U.S. Department of Housing and Urban Development (HUD) for fiscal year 2023-2024 budget. This funding is used for planning, homeless services, community development, and affordable housing projects administered by Human and Veteran Services.

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 2023 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), the 2022 Annual Action Plan on August 2, 2022 (Agenda Item # 10) and the 2023 Annual Action Plan on August 1, 2023 (Agenda Item #44).

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 2023-2024 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 2023 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 2023 is \$4,457,072.

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 2023-2024 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 June 29 and ended on July 31, 2023.

The Annual Action Plan will cover the period of October 1, 2023, through September 30, 2024, and was submitted to HUD on August 14, 2023

E) Options

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

IV. FINANCIAL INFORMATION

A)	Current year dollar amount of item:	\$4,457,072
B)	Is this item approved in the current budget?	No
C)	Is this a revenue or expense item?	Revenue
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 23, ESG Year 23, and HOME Year 23 Account Strings: 11138413920 ; 11138513921 ; 11138600100	
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 2023-2024 budget.	

V. RECOMMENDATION

Approve

VI. TIMING/IMPLEMENTATION

The 2023 Annual Action Plan (as part of the 2019-2023 Consolidated Plan) was submitted to HUD on August 11, 2023. 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, 2023.

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
TRANSMITTAL LETTER FROM HUD	9/29/2023	Letter
Unsigned CDBG Grant Agreement	10/2/2023	Agreement
Unsigned ESG Grant Agreement	10/2/2023	Agreement
Unsigned HOME Grant Agreement	10/2/2023	Agreement

Budget Amendment CDBG	10/27/2023	Budget Amendment
Budget Amendment ESG	10/27/2023	Budget Amendment
Budget Amendment HOME	10/27/2023	Budget Amendment
110723R-C-24-RESO 23-11-08 Budget Amendment - CDBG 23	11/20/2023	Resolution
110723R-C-24-RESO 23-11-09 Budget Amendment - ESG 23	11/20/2023	Resolution
110723R-C-24-RESO 23-11-10 Budget Amendment - HOME 23	11/20/2023	Resolution
110723R-C-24-Annual Grant Funding Agreement(s)	11/20/2023	Agreement

REVIEWERS:

Department	Reviewer	Action	Date
Human and Veteran Services	Isley, Rae	Approved	10/25/2023 - 10:25 AM
Human and Veteran Services	Mercado, Roger	Approved	10/27/2023 - 9:11 AM
Budget Services	Henkel, Anne	Approved	10/27/2023 - 12:11 PM
Budget Services	Winton, Peter	Approved	10/27/2023 - 3:18 PM
County Attorney	Swindle, Amanda	Approved	10/30/2023 - 10:17 AM
County Manager	Codie, Robert	Approved	10/30/2023 - 11:29 AM

CONTRACT ROUTING CHECKLIST

#10181

CONTRACT TYPE: SUBRECIPIENT CONTRACT

SUBJECT: Project known as: CONSTRUCTION AT 3825 & 3839 BROADWAY, FORT MYERS, FL 33901
HOME/HOME-ARP

between Lee County and COMMUNITY ASSISTED & SUPPORTED LIVING, INC

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

~~Agenda Item #6~~ DATE: 11/10/2020
~~Agenda Item #2~~ DATE: 05/18/2021
~~Agenda Item #3~~ DATE: 11/16/2021
~~Agenda Item #24~~ DATE: 11/07/2023

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 6/6/2024 Date returned/forwarded 6/7/2024

Signed [Signature]

(2) By Risk Management
 Recommending Execution
 Not recommending execution for the following
reason(s) _____

Date Received 6/12/2024 Date returned/forwarded 6.12.24

Signed [Signature]

(3) Laurel Chick, County Administration ZAC 06/18/24

(4) By the County Attorney
 Recommending Execution
 Not recommending execution for the following
reason(s) _____

Date Received 06/17/24 Date returned/forwarded 06-17-24

Signed [Signature]

(5) Chairman, Board of County Commissioners _____

(6) Clerks Office, Minutes Department _____

(7) Diana Schnabel, Human & Veteran Services _____