

CDBG-DR DEVELOPER AGREEMENT

The following information is provided pursuant to 2 CFR 200.332(a)(1)

Federal Award Identification Number (FAIN)/ HUD CDBG-DR Grant No.:	B-23-UN-12-0002
Assistance Listing Number (formerly CFDA #):	14.218 Community Development Block Grants/Entitlement Grants Block
Federal Register Notice & Public Law:	FR-6393-N-01: PL-117-328
Federal Award (HUD Grant Agreement) Date:	11/20/20203
Agreement No.:	DR10193
Responsible Entity (RE):	Lee County
Lead and Responsible Department:	Office of Strategic Resources and Government Affairs
CDBG-DR Funding Source/Program:	US Department of Housing and Urban Development
Developer Name:	Dunbar Improvement Association, Inc.
Developer ID (Unique Entity Identifier via SAM.gov):	WZC1F1P2M8V6
Period of Performance (Start Date):	8/1/2024
Period of Performance (End Date):	7/31/2025
Total Amount Obligated via Agreement:	\$10,000,000
Project/Activity ID(s):	DR10193
Federal Award Program:	Multifamily Affordable Housing Rehabilitation
Project Name/Location Activity Description:	Palm City Garden Apartments/1625 Marsh Avenue Rehabilitation of 100 Units
Does the Federal award include an Indirect Cost Rate?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
If Yes, is the Indirect Cost Rate a:	<input type="checkbox"/> Negotiated Rate % <input type="checkbox"/> De Minimis Rate

Official County Contact for Award:

Jeannie Sutton, Director
Lee County – Office of Strategic Resources and Government Affairs
2115 Second St., Fort Myers, FL 33901
Phone: (239) 533-2315
Email: JSutton@leegov.com

**DEVELOPER AGREEMENT BETWEEN
LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AND
DUNBAR IMPROVEMENT ASSOCIATION, INC.**

THIS AGREEMENT is made and entered into this 1st day of August, 2024, by and between Lee County, a municipal organization/body corporate and politic in the State of Florida (the "**County**") whose address is: 1500 Monroe Street, Fort Myers, FL 33901 and Dunbar Improvement Association, Inc. (the "**Developer**"), a registered Florida not for profit corporation, whose address is: 1625 Marsh Avenue, Fort Myers, FL 33901.

WITNESSETH:

WHEREAS, pursuant to Public Law 117-328, and the Federal Register Notice dated May 18, 2023 (88 FR 32046), the U.S. Department of Housing and Urban Development (HUD) has awarded \$1,107,881,000 in Community Development Block Grant – Disaster Recovery (CDBG-DR) funds to County for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.) and described in the HUD-approved Lee County Action Plan for CDBG-DR Funds; and

WHEREAS, the County wishes to engage Developer to facilitate the development or improvement of affordable housing opportunities, pursuant to the terms of this Agreement by allocating **\$ 10,000,000.00 (Ten Million Dollars and 00/100 cents)**; and

WHEREAS, the Developer is a Non-Profit corporation which has experience as a developer of housing for low- and moderate-income persons, and has demonstrated its experience and qualifications to County; and

WHEREAS, this Agreement constitutes the entire agreement between the parties, superseding all prior oral and written statements or agreements for the provision of CDBG-DR funds between County and Developer.

NOW, THEREFORE, in consideration of the mutual covenants, promises and obligations, and subject to the terms and conditions in this Agreement, and which may be more thoroughly defined (but which are not waived or abridged) in the loan closing documents, including but not limited to, the Award Letter and Loan Term Sheet (including any and all amendments), the Restrictive Covenant, promissory note, and construction loan agreement (if applicable) attached as **EXHIBIT A**, collectively referred to as ("Loan Documents"), the parties understand and agree as follows:

**ARTICLE I
GENERAL TERMS AND CONDITIONS OF AGREEMENT**

AWARD The total award provided by County, pursuant to this Agreement, is **\$10,000,000.00** (the "Award"). Receipt of this Award by Developer from County is contingent upon Developer receiving all funds necessary to complete construction of the proposed affordable housing units. The Award is additionally conditional upon completion of a HUD-compliant Environmental Review Record (ERR) and subsequent issuance of an Authorization to Use Grant Funds (AUGF) from HUD. The Award funds shall be used to finance the construction of the Project, as defined in **EXHIBIT B**. The Award shall be used in a manner that is consistent with the provisions of 24 CFR Part 570 and Federal Register Notice 88 FR 32046.

Maximum Per-Unit Subsidy

Multifamily Rental Development Projects The per-unit maximum subsidy shall be no more than \$250,000 per unit. This amount is ONLY the CDBG-DR portion of the total subsidy. Additional leveraging of other sources of funding for the Project may result in total per-unit expenditure that exceeds this CDBG-DR subsidy amount.

LOAN TERMS In consideration for Developer's agreement to perform the obligations described in this Agreement, the CDBG funds will be provided to Developer in the form of (a) an interest-free Loan **AND** (b) a Restrictive Covenant. Further details regarding the structure of the Award of this Agreement are contained in the attached **EXHIBIT A**.

Repayment options

The Repayment option associated with this Agreement is unique to the Project and is described in detail and contained within the attached **EXHIBIT A**.

AFFORDABILITY REQUIREMENTS Affordability requirements are outlined in the Federal Register Notice for the Grant from which this Project is awarded and are based upon the Program and type of activity(s) to be undertaken. Further details regarding the structure of the Affordability Period are contained in the attached **EXHIBIT A** (as applicable). (24 CFR 92.252(e))

RESTRICTIVE COVENANT (Multifamily) An official declaration of the Affordability Period will be included in a Restrictive Covenant and recorded against each property, making the affordability requirements a covenant running with the land. It shall be the Developer's responsibility to file any notice required under Chapter 712, Florida Statutes, to ensure that the Restrictive Covenant remains in effect for the entire Affordability Period. At the end of the Affordability Period, provided that there is no default under this Agreement or any other loan documents, County will immediately and automatically release the Declaration through a Covenant contained within the Restrictive Covenant. The Declaration shall be subordinate to all financing liens and encumbrances filed of record against the property.

NATIONAL OBJECTIVE Proceeds of the Loan must result in housing that meets the CDBG-DR program objective of benefitting low- and moderate-income persons; specifically, through housing activities for individuals and families whose household income at initial occupancy is at or below 80% of the area median income ("AMI") adjusted for household size, as annually published by HUD. (24 CFR 570.200(a)(1)+(2), 570.201-570.209, 570.506)

NOTICE All notices, requests or other communications permitted or required to be made by Developer or County under this Agreement shall be given to the following:

Lee County

Jeannie Sutton, Director
Lee County – Strategic Resources and Government Affairs
1500 Monroe Street
Fort Myers, FL 33901
recovery@leegov.com

Developer

Marcus Goodson, Executive Director
Dunbar Improvement Association, Inc.
1625 Marsh Avenue
Fort Myers, FL 33905
marcus@eaglerock3.com

Notice shall be in writing, signed by Developer, and Owner, if applicable. Notice shall be effective upon acknowledged receipt.

ARTICLE II PROGRAM REQUIREMENTS

The Project shall meet the following requirements:

ACCESSIBILITY In addition to any state and local requirements, due to the source of the Award, Developer shall comply with accessibility requirements in the Fair Housing Act and Section 504 of the Rehabilitation Act of 1973.

AFFIRMATIVE ACTION AND MARKETING If any Project under this Agreement involves the rental of five or more CDBG-DR units, Developer shall comply with County's requirements to affirmatively market any CDBG-DR unit available for rent in a manner to attract tenants without regard to race, color, national origin, sex (including gender identify and sexual orientation), religion, familial status, or disability. (24 CFR 570.602) Developer agrees, in soliciting tenants, to do the following:

- Use the Equal Housing Opportunity logo in all advertisements;
- Display a Fair Housing poster in the rental leasing office;
- Where appropriate, advertise, use media, including minority outlets, likely to reach persons least likely to apply for the housing;
- Maintain files of Developer's affirmative marketing activities for five (5) years and provide access to County staff;
- For Multifamily Rental Housing Projects: Not refrain from renting to any tenant holding a Section 8 existing Housing Choice Voucher (HCV) or other housing assistance voucher;
- For Multifamily Rental Housing Projects: Comply with Section 8 HCV regulations when renting to any tenant holding a Section 8 HCV; and
- For Multifamily Rental Housing Projects: Exercise affirmative marketing of the units when vacated.

Documentation regarding affirmative marketing shall be completed prior to unit occupancy and retained in the Developer's Project file.

DEBARMENT, SUSPENSION, AND EXCLUSION Developer certifies that, to the best of its knowledge and belief, that it nor any contractor, subcontractor or material/service provider hired under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from covered transactions by a federal department or agency. Further, that Developer nor any contractor, subcontractor or material/service provider has not, within a 3-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. The Developer, nor any contractor, or subcontractor or material/service provider hired under this Agreement, is not presently indicted or otherwise

criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in this Agreement and has not been terminated for cause or default on a public transaction. (2 CFR 200.214)

DRUG-FREE WORKPLACE Developer will follow the Drug-free Workplace Act of 1988 (41 U.S.C. 701) and HUD's implementing regulations at 2 CFR Part 2429.

ENVIRONMENTAL REVIEW No Award of funds can be advanced, and no costs can be incurred, until an environmental review record (ERR) of the proposed site for the Project has been completed and a HUD Authorization to Use Grant Funds (AUGF) has been received as required under 24 CFR Part 58.

Execution of this Agreement indicates that the official ERR has been completed and submitted to HUD and that HUD has issued its official AUGF.

At the time of execution of this Agreement, the awarded Project (as defined in **EXHIBIT B**) is fully compliant with all applicable environmental review requirements and regulations.

FLOOD HAZARDS AND FLOOD INSURANCE Developer shall comply with the mandatory flood insurance purchase requirements of Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994 (42 USC 4012a). Additionally Developer shall comply with Section 582 of the National Flood Insurance Reform Act of 1994, as amended (42 USC 5154a), which includes the prohibition of flood disaster assistance, including loan assistance, to a person for repair, replacement, or restoration for damage to any personal, residential, or commercial property if that person at any time has received federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable federal law on such property. Section 582 also includes a responsibility to notify property owners of their responsibility to notify transferees about mandatory flood insurance purchase requirements. More information about these requirements is available in the Federal Register Notice 88 FR 32046, governing the CDBG-DR award.

In addition, the following requirements apply to projects in floodplain zones:

- If the project occurs in a Coastal High Hazard Area (V Zone) or a floodway, federal assistance may not be used at this location if the project is a critical action pursuant to 24 CFR 55.1(c) and 55 subpart B, except as provided therein. For projects allowed under 24 CFR 55.1(c) and 55 subpart B, the eight-step process shall be followed pursuant to 24 CFR 55.20.
- If the project occurs in a 100-year floodplain or Special Flood Hazard Area (A Zone), the 8-Step Process is required as provided for in 24 CFR 55.20 or as reduced to the 5-Step Process pursuant to 24 CFR 55.12(a), unless an exception is applicable pursuant to 24 CFR 55.12(b).
- If the project occurs in a 500-year floodplain (B Zone or shaded X Zone), the 8-Step Process is required for critical actions as provided for in 24 CFR 55.20 or as reduced to the 5-Step Process pursuant to 24 CFR 55.12(a), unless an exception is applicable pursuant to 24 CFR 55.12(b).

Additional elevation standards as may be required by the Federal Register Notice apply to projects funded by this Agreement. All structures, defined at 44 CFR 59.1, designed principally for residential use and located in the 1 percent annual (or 100-year) floodplain or Special Flood Hazard Area that receive assistance for new construction, repair of substantial damage, or substantial improvement, as defined at 24 CFR 55.2(b)(10), must be elevated with the lowest floor, including the basement, at least two feet above the 1 percent annual floodplain elevation. Residential structures with no dwelling units and no residents below two feet above the 1 percent annual floodplain, must be elevated or floodproofed, in accordance with FEMA floodproofing standards at 44 CFR 60.3(c)(3) or successor standard, up to at least two feet above the 1 percent annual floodplain.

All Critical Actions, as defined at 24 CFR 55.2(b)(3), within the 0.2 percent annual floodplain (or 500-year) floodplain must be elevated or floodproofed (in accordance with the FEMA standards) to the higher of the 0.2 percent annual floodplain flood elevation or three feet above the 1 percent annual floodplain. If the 0.2 percent annual floodplain or elevation is unavailable for Critical Actions, and the structure is in the 1 percent annual floodplain, then the structure must be elevated or floodproofed at least three feet above the 1 percent annual floodplain level. Applicable State, local, and tribal codes and standards for floodplain management that exceed these requirements, including elevation, setbacks, and cumulative substantial damage requirements, must be followed.

LEAD-BASED PAINT (if applicable) Developer agrees that any construction or rehabilitation of housing with assistance provided under this Agreement shall be subject to HUD's Lead-Based Paint Regulations at 24 CFR 570.608, 24 CFR Part 35, Subparts A, B, J, and R.

LIMITED ENGLISH PROFICIENCY Federal Executive Order 13166 requires that County, programs, subrecipients, contractors, subcontractors, and/or developers funded in whole or in part with CDBG-DR financial assistance to ensure fair and meaningful access to programs and services for families and individuals with Limited English Proficiency (LEP) and/or those who are deaf/hard of hearing.

NONDISCRIMINATION In the selection of occupants for the Project units, Developer shall comply with all nondiscrimination requirements of 24 CFR 570.601-602 and 24 CFR Part 8.

RELOCATION If the Project is occupied at the time of this Agreement, Developer will comply with the relocation requirements of 24 CFR 570.201, 24 CFR 570.606, and 49 CFR Part 24.

REAL PROPERTY ACQUISITION, AND ONE-FOR-ONE HOUSING REPLACEMENT Developer will take all necessary steps possible to minimize displacement in the Project. To the extent feasible, tenants displaced or relocated as a result of the development of the Project must be provided a reasonable opportunity to lease and occupy a suitable, decent, safe, sanitary, and affordable dwelling unit in the complex (for Multifamily Housing Projects) upon completion of the Project. Developer shall comply, when applicable, with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), 42 USC 4601 – 4655, 49 CFR part 24, 24 CFR part 42, and 24 CFR 570.606. In addition to other URA requirements, these regulations implement Section 414 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC 5181, which provides: "Notwithstanding any other provision of law, no person otherwise eligible for any kind of replacement housing payment under the [URA] shall be denied such eligibility as a result of his being unable, because of a major disaster as determined by the President, to meet the occupancy requirements set by such

Act.” Portions of these regulations have been waived for the funds provided under this Agreement, pursuant to the Federal Register Notice.

ARTICLE III DEVELOPMENT AND CONSTRUCTION

DEVELOPMENT OF THE PROJECT In strict conformance with the terms and conditions of this Agreement, Developer shall perform multifamily residential construction and/or rehabilitation construction services for disaster recovery to assist County in fulfilling state and federal responsibilities related to recovery from Hurricane Ian. Developer shall perform services in compliance with (a) applicable HUD requirements, (b) this Agreement and all exhibits, addenda or attachments, (c) any amendments to this Agreement, and (d) any Technical Guidance Letters or Revisions that may be issued by County.

MINIMUM PROJECT REQUIREMENTS The Project shall, at a minimum, meet the following criteria:

- The Project must contain a minimum of 100 residential units with associated and appropriate common areas (if applicable), including but not limited to: parking, sidewalks, open space areas and stormwater retention areas and/or all other local codes.
- The Project (other than the Community Space, if applicable) shall be for residential use only. Mixed-use projects are prohibited.
- Units may be available for resident occupancy in a phased manner as buildings/units are completed and receive Certificate of Occupancy.
- Projects involving new construction shall comply with the Green Building Standard for all construction of residential buildings under at least one of the following: (a) Enterprise Green Communities, (b) LEED (New Construction, Homes, Midrise, Existing Buildings Operations and Maintenance, or Neighborhood Development, (c) Living Building Challenge, or (d) any other equivalent green building program acceptable to HUD. Lee County encourages use of the Florida Green Building Coalition standards and inspection/certification.
- Projects involving rehabilitation shall comply with the guidelines specified in the HUD CPD Green Building Retrofit Checklist (www.hud.gov/sites/dfiles/CPD/documents/CPD-Green-Building-Retrofit-Checklist.pdf).
- The Project shall meet the following accessibility standards:
 - All common facilities and areas must be accessible (Section 504 of the Rehabilitation Act of 1973).
 - The development must incorporate universal design features (Section 504).
 - For Multifamily Rental Housing Projects with over five units: Five percent (5%) of all units must be mobility accessible (The Americans with Disabilities Act of 1990).

- For Multifamily Rental Housing Projects with over five units: An additional two percent (2%) of all units must be sensory accessible.
- For Multifamily Rental Housing Projects with over five units: Accessible units must be spread throughout the Project and may not be concentrated on one floor or in one building (Section 504).
- Broadband infrastructure in common areas and units shall be installed to meet the requirements of Federal Register Notice 88 FR 32046.

DEVELOPER RESPONSIBILITIES Developer must comply with all items outlined in the original application, attached herein and referred to as the Scope of Work at **EXHIBIT B**.

Income Determinations of Tenants (For Multifamily Rental Housing Development Projects)

The determination of whether annual income of a household occupying or seeking to occupy a unit within the Project complies with the requirements of the Program shall be made by the Developer prior to admission of such household to occupancy in a unit. Thereafter, such determinations shall be made by the Developer at least annually. Additional information regarding Income Determinations of Tenants may be found in **EXHIBIT A-MF**.

Lease Provisions (For Multifamily Rental Housing Development Projects)

All tenant leases entered into during the Affordability Period/Restrictive Covenant term, shall be in writing. Additional information regarding Lease Provisions may be found in **EXHIBIT A-MF**.

COUNTY RESPONSIBILITIES

1. County shall furnish Developer with information regarding the requirements for this Project, including any changes in the CDBG-DR regulations or program limits that affect the Project. Notwithstanding the foregoing, the failure of County to notify Developer of such changes shall not excuse the Developer from complying with the changed regulations or program limits and shall not be deemed a breach of this Agreement by County, and County shall have no liability to the Developer for such failure.
2. County will prepare an Environmental Review Record (ERR) in compliance with HUD governing rules and regulations for CDBG-DR activities for each parcel identified by the Developer for acquisition prior to approval. Developer understands that County must give environmental clearance, through issuance of a HUD AUGF, for any property to be acquired prior to acquisition.

County will conduct progress inspections of work completed and will review project files and information to protect its interest as funder, lender and regulatory authority for this Project and will provide information to Developer regarding any progress inspection or monitoring to assist it in ensuring compliance. County's review and approval of the work will relate to overall compliance with the general requirements of the Agreement and HUD and CDBG-DR requirements, and all County regulations and ordinances.

ARTICLE IV
ADMINISTRATIVE REQUIREMENTS, MONITORING, REPORTING AND BUDGET

UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS Developer shall comply with the applicable

provisions in 2 CFR Part 200, as applicable, for Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, except as modified by the Federal Register notice and other Federal Register Notices and HUD guidance. These provisions include:

- Financial Management: The Developer shall expend and account for all CDBG-DR funds received under this Agreement in accordance with the requirements in 2 CFR Part 200, including Subpart D, which covers Standards for Financial and Program Management.
- Accounting Standards: The Developer shall agree to comply with 2 CFR Part 200 Subpart D §302 - §303 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- Cost Reasonableness: Costs incurred, whether charged on a direct or indirect basis, must be necessary and reasonable. All items of cost listed in 2 CFR Part 200, Subpart E, that require prior federal agency approval are allowable without prior approval of HUD to the extent that they comply with the general policies and principles stated in 2 CFR 200, Subpart E and are otherwise eligible under this Agreement, except for the following:
 - Depreciation methods for fixed assets shall not be changed without the approval of the federal cognizant agency.
 - Fines, penalties, damages, and other settlements are unallowable costs to the CDBG program.
 - Cost of housing (e.g., depreciation, maintenance, utilities, furnishings, rent), housing allowances and personal living expenses (goods or services for personal use) regardless of whether reported as taxable income to the employees (2 CFR 200.445).
 - Organizational costs (2 CFR 200.455).

BUDGET AND EXPENDITURE OF FUNDS Developer's approved Project Budget under this Agreement is attached at **Exhibit C**. Only expenditures within the attached line-item budget will be eligible for reimbursement following satisfactory submission of all required supporting documentation needed to validate the expenditures.

Developer will ensure that any expenditure of the Award will be in compliance with the requirements of the Affordable Housing Development & Preservation Program, along with the specific Program Manual associated with the type of housing development to be undertaken (Multifamily Program Manual; Single-Family Program Manual), along with any subsequent billing guidance, as well as all requirements set forth by County and acknowledges that Award funds will only be provided as reimbursement for eligible costs incurred, including actual expenditures or invoices for work completed. Developer is prohibited from charging to this Award the costs of ineligible activities under 24 CFR 570.207, and from using funds provided herein or personnel employed in the administration of activities under this Agreement for political activities, inherently religious activities, or lobbying.

CONFIDENTIALITY OF DATA Developer is required to maintain potentially sensitive data under this Agreement. Developer must maintain and preserve the confidentiality of any and all

information and records that are subject to protection by state and federal laws, which include but are not limited to, the laws regarding: Personally Identifiable Information (including names, addresses, birth dates, driver's license information, social security numbers, and financial information); data provided to Developer and County in the form of FEMA Individual Assistance, Public Assistance, Hazard Mitigation Assistance, National Flood Insurance Program, as well as Small Business Administration disaster loans; trade secrets; tax records; and individually identifiable health information. Developer may not disclose information to current or prospective vendors regarding ongoing procurements. If the Developer receives a public record request or request for protected information, Developer must notify and refer the request to County. Developer must ensure that all employees and contractors return all physical and electronic copies of all County files and other records containing confidential information upon termination or completion of his or her position with Developer.

DOCUMENTATION AND RECORDKEEPING Developer shall establish and maintain records sufficient to enable County to:

- Determine whether Developer has complied with this Agreement, applicable federal statutes and regulations, and the terms and conditions of County's federal award; and
- Satisfy all recordkeeping requirements applicable to County. These records include the records described in the following Covenant of this Agreement. At a minimum, Developer shall maintain records required by 24 CFR 570.506, as if the requirements in 24 CFR 570.506 were directly imposed upon Developer and any additional, applicable recordkeeping requirements imposed by the Federal Register Notice.

DRAWDOWN OF FUNDS The Loan will be disbursed in one or more draws after Developer has incurred expenditures toward the construction of the Project in accordance with the Loan Agreement. Except as set forth herein, or unless otherwise authorized in writing by County, costs incurred for eligible activities or allowable costs prior to the effective date of this Agreement are ineligible for reimbursement with CDBG-DR funds.

- County will retain ten percent (10%) of the Loan until (a) a Certificate of Occupancy has been issued for the Project, (b) all conditions to payment of the retainage under the construction contract have been satisfied, and (c) County has received a certified public accountant's Cost Certification and Independent Audit of the aggregate amount of actual construction costs incurred by Developer for the Project, such certification performed at Developer's own expense.
- Developer shall provide AIA forms G701/G703 or similar industry-standard format, signed by the General Contractor and certified by the engineer performing inspection services for the Project, documenting the costs for which reimbursement is being requested, and noting overall percent completion of the Project.
- County may return a draw request and ask for additional information regarding the contents of the draw request. Under such circumstances, the timeframe for payment shall be extended by the time necessary to receive the additional information. Upon receipt and verification of the draw request, County shall process the request and forward payment to Developer as soon as practicable (generally, within 30 days of final verification and acceptance).

- Denied draw requests shall be returned to Developer with detailed notification of the reason for denial, including any specific line item or section of the draw request.

MONITORING Developer will be monitored by County for compliance with the regulations of 24 CFR 570.900 for the Affordability Period. Developer will provide reports and access to Project files and records as requested by County during the Affordability Period and for five (5) years after completion and closeout of this Agreement.

RECORDS TO BE KEPT Developer must maintain records in order to meet recordkeeping requirements imposed by federal statute, regulation, specifically 24 CFR 570.506, and the terms and conditions of County's federal award, and to assist County in meeting its recordkeeping and reporting requirements. The following list is not exhaustive.

- Records providing a full description of each Project activity undertaken;
- Records demonstrating that each Project activity undertaken meets one of the National Objectives of the CDBG-DR program;
- Records required to determine the eligibility of Project activities;
- Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with grant funds;
- Records documenting compliance with the Fair Housing and Equal Employment Opportunity requirements of the federal regulations (24 CFR 570.601 and 570.607);
- Financial records as required by 2 CFR Part 200, including records necessary to demonstrate compliance with all applicable procurement requirements; and
- Other records necessary to document compliance with this Agreement, any other applicable federal statutes and regulations, and the terms and conditions of the County's federal award.

REPORTING Developer shall report to County regular performance metrics that are necessary to comply with County's and HUD's grant reporting requirements (24 CFR 570.507, including those metrics necessary for County's Quarterly Performance Reports (QPRs) submitted to HUD. County will provide a list of required data and metrics that must be included in the reports in the Agreement, which may be amended from time to time and automatically incorporated herein. County, at its sole discretion, may provide technical assistance to Developer on topics related to the Program.

Developer shall deliver to County:

- Within ten (10) days after the last day of each month, until Project is closed out, a Monthly Progress Report, on a form to be provided by the County, that accurately depicts the current progress achieved on the Project and each housing unit within the Project.
- From time to time and promptly upon each request, such data, certificates, reports, statements, documents, or further information regarding the assets of the business,

liabilities, financial position, projections, results of operations, or business prospects of Developer or other such matters concerning Developer's compliance with HUD regulations as County may request during the construction, rehabilitation, or reconstruction of the units within the Project during the entirety of the Affordability Period.

- Other federally required reports concerning:
 - Equal opportunity and fair housing records containing:
 - Data on the extent to which each racial and ethnic group and single-headed household have applied for, participated in, or benefited from, any program or activity funded in whole or in part with CDBG-DR funds.
 - Documentation of actions undertaken to meet the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended including best efforts made and labor hours worked by Section 3 and Targeted Section 3 Workers.
 - Documentation and data on the steps taken to implement the Developer's outreach programs to minority-owned and women-owned businesses pursuant to 2 CFR 200.321, including data indicating the racial/ethnic or gender character of each business entity receiving a contract or subcontract of \$25,000 or more and documentation of the Developer's affirmative steps to assure that minority- and women-owned business enterprises have an equal opportunity to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction, and services.
 - Documentation of the actions of the Developer to affirmatively further fair housing.
 - Records demonstrating compliance with Davis-Bacon and Related Acts.

Developer shall use County's designated system to upload reporting documents and other records as requested. Access to the designated system shall be provided to Developer by County as required.

ARTICLE IV AMENDMENT AND TERMINATION

AMENDMENT County and Developer may amend this Agreement at any time provided that such amendments are in writing, make specific reference to this Agreement, are approved by all parties, and are signed by a duly authorized representative of each party. Such amendments shall not invalidate this Agreement, nor relieve or release County or Developer from their obligations under this Agreement. Amendments will generally be required when any of the following are anticipated:

- Revision to the scope or objectives of the Program, including purpose or beneficiaries;
- Need to extend the availability of grant funds;
- Movement of funds within the existing budget; and
- Revision that would result in the need for additional funding;

County may, in its sole discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by County and Developer.

TERMINATION OF AGREEMENT BY MUTUAL CONSENT OR CONVENIENCE The parties may terminate this Agreement by mutual written consent. County may terminate this Agreement, in whole or in part, for convenience, with 30 days written notice to Developer.

TERMINATION IN THE EVENT OF DEFAULT County may suspend, reduce, or terminate its obligations under this Agreement, in whole or in part, upon 30 days' notice, whenever County determines that Developer has failed to comply with any term, condition, requirement, or provision of this Agreement. Developer shall be afforded a reasonable period of time to cure any noncompliance. Failure to comply with any terms of this Agreement, include, but are not limited to, the following:

- Default in Performance. The default by Developer in any material respect in the observance or performance of any of the terms, conditions or covenants of this Agreement, as determined by County.
- Misrepresentation. If any representation or warranty made by Developer in connection with this Agreement, or any information, certificate, statement or report heretofore or hereafter made shall be untrue or misleading in any natural respect at the time made, as determined by County.
- Abandonment of the Project. If Developer abandons or otherwise ceases to continue to make reasonable progress toward completion of the Project.

If, after notice of default or noncompliance, Developer has not cured such default within a reasonable time or is not diligently pursuing a cure satisfactory to County, then County shall promptly notify Developer, in writing, of its determination and reasons for the termination together with the date on which the termination shall take effect, along with other notifications required under 2 CFR Part 200, Subpart D. Upon termination, County retains the right to recover any improper expenditures from Developer and Developer shall return to County any improper expenditures no later than 30 days after the date of termination. County may, at its sole discretion, allow the Developer to retain or be reimbursed for costs reasonably incurred prior to termination, that were not made in anticipation of termination and cannot be cancelled, provided that said costs meet the provisions of this Agreement, 2 CFR Part 200, Subpart E, Costs Principles, and any other applicable state or federal statutes, regulations or requirements.

ADDITIONAL REMEDIES If the Developer defaults, County shall have the power and authority, consistent with its statutory authorities, to:

- Prevent any impairment of the Grant activities by any acts which may be unlawful or in violation of this Agreement or any other item or document required herein;
- Compel specific performance of any of Developer's obligations under this Agreement;
- Obtain return of all Grant funds; and

- Seek damages from any appropriate person or entity.

County shall be under no obligation to complete the activities funded by this Agreement.

NONWAIVER No delay, forbearance, waiver, or omission by County to exercise any right, power or remedy upon any event of default shall exhaust or impair any such right, power or remedy or shall be construed to waive any such event of default or to constitute acquiescence therein.

ARTICLE VI RECORDS AND REPORTS

Developer shall maintain records sufficient to meet the requirements of 24 CFR 570.490. Developer further agrees to abide by the requirements and policies of County and its successors as it pertains to public records requests; if the requirements differ, the more restrictive requirement or policy will govern.

- Developer shall maintain records specific to each individual unit including tenant income eligibility documentation, so that all documentation regarding each unit will be easily retrievable.
- All original records pertinent to this Agreement shall be retained by Developer for a period of five (5) years following the date of termination of this Agreement or of submission of the final close-out report, whichever is later, with the following exceptions:
 - If any litigation, claim, or audit is started before the expiration of the five (5) year period and/or extends beyond the five (5) year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.
 - Records for the disposition of non-expendable personal property valued at \$1,000 or more at the time of acquisition shall be retained for five (5) years after final disposition.
- All records, including supporting documentation of all program costs, shall be sufficient to determine compliance with the requirements and the applicable federal laws and regulations and all other applicable laws and regulations.
- Developer, its employees, and agents, including all subcontractors or consultants to be paid from CDBG-DR Funds provided under this Agreement, shall allow access to its records to County, its employees and agents. "Reasonable" shall be construed according to the circumstances, but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday. The term "agents" shall include but is not limited to auditors or consultants retained by Developer or County.
- Developer shall submit to County a Monthly Progress Report, on a form to be provided by the County, which is due on the tenth (10th) day of each month during the term of this Agreement.
- Developer's failure to submit Monthly Progress Reports shall give cause for future payments to Developer being withheld until said report(s) are submitted.

- Developer shall provide County with additional program information as requested.

ARTICLE VII DURATION OF AFFORDABILITY PERIOD

This Agreement shall commence upon its execution by both parties and shall terminate after the date of final inspection and acceptance by County and the completion and certification of the CDBG-DR Units. If the award of funds from County is not approved or construction funding is not finalized by Developer, this Agreement may be terminated by County at the time notice of such is received. Additional termination provisions are provided in **ARTICLE IV** above.

ARTICLE VIII TIME OF PERFORMANCE

Developer agrees to construct the Project and comply with a timetable agreed upon by all parties, but which may not exceed 22 months including close-out procedures.

EXTENSIONS The burden is on the Developer to request deadline extensions under this Agreement, unless explicitly stated otherwise. Requests for extensions must be made in writing, addressed to County, explain why an extension is needed and must propose a new deadline. County must receive this request at least 30 days before the applicable deadline. Within its sole discretion, County may or may not approve the extension, based on project performance and other contributing factors. County is not responsible for notifying Developer of any approaching deadlines.

CLOSEOUT Developer shall closeout its use of the awarded funding and its obligations under this Agreement by complying with the closeout procedures in 2 CFR 200.344. Activities during this closeout period may include, but are not limited to:

- Making final payments;
- Disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances (if applicable), and accounts receivable to County) (24 CFR 570.503(b)(7)); and
- Determining the custodianship of records.

Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that Developer has control over awarded funding, including program income. The rules governing program income acquired after closeout are modified in the Federal Register Notice applicable to this Agreement.

Record Retention and Transmission of Records to County. Prior to close out of this Agreement, Developer must transmit to the County records sufficient for the County to demonstrate that all costs under this Agreement met the requirements of the federal award. Developer shall retain financial records, supporting documents, statistical records, records and all other Developer records pertinent to this Agreement and Developer's subaward for the longer of 5 years after the expiration or termination of this Agreement. Developer must continue to collect and maintain records to ensure that any real property under Developer's control that was acquired or improved, in whole or part with the award, is used to meet one of the national objectives until 5 years after expiration of this Agreement.

The following exceptions apply to the 5-year retention requirement:

- If any litigation, claim, or audit is started before the expiration of the 5-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken; or
- When Developer is notified in writing by HUD, the cognizant agency for audit as defined in 2 CFR 200.1, the oversight agency for audit as defined in 2 CFR 200.1, the cognizant agency for indirect costs as defined in 2 CFR 200.1, or County, Developer shall extend the retention period consistent with the notification.

Deobligation of Unused Funds. When project costs are less than the award, Developer shall deobligate excess funds back to County.

Refunds; Unexpended Funds. Developer shall repay to County, or its successor, any funds received that exceed the amount that has been allocated per this Agreement, including any interest earned on excess funds. If Developer has funds on hand or accounts receivable attributable to the use of funds at the time of termination of this Agreement, Developer must transfer all funds and attributable accounts receivable to County, or its successor.

Improper Expenditures. In the sole discretion of County, or its successor, County, or its successor, may recapture from Developer any amount of awarded funds improperly expended, either deliberately or non-deliberately, by any person or entity.

ARTICLE IX GENERAL PROVISIONS

The following general provisions apply:

- **Independent Contractor**
Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating, or establishing the relationship of employer/employee between the parties. Developer shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as Developer is an independent contractor.
- **Hold Harmless**
Developer shall hold harmless, defend, and indemnify County from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of Developer’s performance or nonperformance of the services or subject matter called for in this Agreement.
- **Workers’ Compensation**
Developer shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.
- **Insurance & Bonding**

Developer shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from County.

Developer shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

- **County Recognition**

Developer shall ensure recognition of the role of County in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, Developer will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

- **Agreement Assignability**

The Developer shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Developer from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution with such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

ARTICLE X EMPLOYMENT AND CONTRACTING RESTRICTIONS

Developer is prohibited from using Award funds or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities (24 CFR 570.200(j), 570.207(a)(3)). Hiring and contracting activities are subject to compliance with 24 CFR Part 570 and other applicable, local, state, and federal laws and regulations.

LABOR STANDARDS 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 (40 U.S.C. 327 et seq.) and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Developer agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. Developer shall maintain documentation that demonstrates compliance with hour and wage requirements of this part.

Such documentation shall be made available to County for review upon written request.

Developer agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by County pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and

ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve Developer of its obligation, if any, to require payment of the higher wage. Developer shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

The **WAGE DETERMINATION** for this Project, as determined by the U.S. Department of Labor, and issued through SAM.GOV, is:

General Decision Number: _____

MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE (MWBE) Developer will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. Developer may rely upon written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

ACCESS TO RECORDS DEVELOPER shall furnish and cause each of its own developers or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by County, HUD or its agent, or other authorized federal officials, for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

NOTIFICATIONS DEVELOPER will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of Developer's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

SUBCONTRACT PROVISIONS DEVELOPER will include the Labor Standards provisions listed above in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subcontractors.

ARTICLE XI CONFLICT OF INTEREST

In the procurement of labor, supplies, equipment, construction, and services by Developer or by any subcontractor, the conflict of interest provisions in 24 C.F.R. 570.611(b) and 2 CFR 200.112 apply.

No person who is an employee, agent, consultant, officer, or elected official or appointed official of County, or of any designated public agencies, or subcontractors which are receiving CDBG-DR funds or who exercise or have exercised any functions or responsibilities with respect to CDBG-DR funded activities or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds there under, either for themselves or those with

whom they have family or business ties during their tenure or for one year thereafter. This prohibition includes the following:

- Any interest in any contract, subcontract or agreement with respect to any CDBG-DR assisted-projects or programs administered by Developer, or the proceeds thereunder; or
- Any unit benefits or financial assistance associated with CDBG-DR funds or programs administered by Developer including, occupancy of a multifamily rental housing unit in a CDBG-DR Unit in the Project;

This prohibition does not apply to an employee or agent of Developer who is income qualified and occupies a CDBG-DR Unit in the Project as the on-site Project Manager or Maintenance Worker.

Any potential conflict of interest shall be reported using the County's disclosure form.

ARTICLE XII SECTION 3

SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT NOTICE Developer shall follow the regulations of 24 CFR Part 75 et seq. that implement Section 3 of the Housing and Urban Development Act of 1968. If applicable, Developer agrees to the following:

- Any work to be performed under this Agreement that is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u (Section 3) shall follow the requirements of 24 CFR Part 75. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing, community development assistance, public housing financial assistance, or assistance from the Lead Hazard Control and Healthy Homes programs, as authorized by Sections 501 or 502 of the Housing and Urban Development Act of 1970, the Lead-Based Paint Poisoning Prevention Act, and the Residential Lead-Based Paint Hazard Reduction Act of 1992.
- Developer agrees to include Section 3 language in every contract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the contract or in this Section 3 language, upon finding that a contract is in violation of the regulations in 24 CFR Part 75. Developer will not subcontract with any entity where Developer has notice or knowledge that the entity has been found in violation of the regulations in 24 CFR Part 75.
- Execution of this Agreement is contingent upon the acceptance and approval by the County of a Section 3 Utilization Plan consistent with HUD guidelines. If Developer does not have a Section 3 Utilization Plan consistent with 24 CFR Part 75 regulations upon signature, Developer shall abide by the County's Section 3 guidelines. County's Section 3 Policy and subsequent amendments shall be automatically incorporated herein with this Agreement if Developer does not have a Section 3 Utilization Plan, or until Developer has a final Section 3 Utilization Plan.

- Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- Pursuant to 24 CFR 75.27, Developer shall include, or cause its borrowers, contractors, and subcontractors receiving CDBG-DR funds under this Agreement to include Section 3 language and Section 3 requirements in every Section 3 project (as defined in 24 CFR 75.3(A)(2)). Recipients of Section 3 funding must require contractors and subcontractors to meet the requirements of 24 CFR 75.19, regardless of whether Section 3 language is included in agreements, program regulatory agreements, or contracts.
- Developer will certify that any vacant employment positions, including training positions, that are filled (1) after Developer is selected but before the contract (or Agreement) is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities be directed, were not filled to circumvent Developer's obligations under 24 CFR Part 75.
- With respect to work performed in contracts, subcontracts, grants or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

ARTICLE XIII GOVERNING LAW

This agreement is governed by and shall be construed in accordance with the laws of the State of Florida. Developer and County consent to the exclusive jurisdiction of the Courts of the State of Florida and County, in all proceedings arising under this Agreement.

ARTICLE XIV ENTIRE AGREEMENT

This Agreement represents the entire agreement by and between the parties hereto for the matter specified herein. No statement, representation, writing, understanding, or agreement made by either party, or a representative of either party shall be binding unless expressed herein. All changes, amendments, modifications, or revisions to this Agreement shall be binding only when in writing and signed by both parties, by their respective authorized officers, agents, or representatives.

ARTICLE XV INCORPORATION

The recitals at the beginning of this Agreement are true and correct and, by this reference, are incorporated herein and made a part hereof. All exhibits attached hereto are, by this reference, incorporated herein and made a part hereof.

**ARTICLE XVI
PROGRAM INCOME REQUIREMENTS**

County and Developer agree to comply with Program Income requirements in 24 CFR 570.504 and County policy.

**ARTICLE XVII
COUNTERPARTS**

This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which, taken together, will constitute one and the same agreement. Execution by facsimile, by scanned attachments, or by electronic signature (including, but not limited to DocuSign) shall have the same force and effect as a wet signature. An executed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of that document.

IN WITNESS WHEREOF, County and Developer and Owner (if applicable) have caused this Agreement to be duly executed as of the date first written above.

LEE COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
(Lee County BoCC Authorized Representative signature)

Date: _____

APPROVED AS TO FORM AND LEGALITY

By: _____
(Lee County Attorney / Notary Public)

Date: _____

DEVELOPER

Dunbar Improvement Association, Inc.

By: Mattie S. Young
Date: 8/26/2024

OWNER

Dunbar Improvement Association, Inc.

By: Mattie S. Young
Date: 8/26/2024

EXHIBIT A

MULTIFAMILY RENTAL REHABILITATION PROGRAM/PROJECT ACTIVITY OVERVIEW

The information provided under this Exhibit is retrieved from the Developer's approved application in response to the **Affordable Housing Development & Preservation – Round 1: Multifamily Rental Rehabilitation** Notice of Funding Availability (NOFA). In coordination and agreement with the Developer, the County will utilize the information below to inform and update the County's approved System of Record for program and project eligibility with core HUD CDBG-DR requirements. Developer will work with the County to ensure any edits and amendments to this Exhibit are subsequently reviewed and approved within the System of Record.

Any change which occurs after the final acceptance of the Application and subsequent award of CDBG-DR funds by County, and not agreed to by County in writing, may result in a reduction of the CDBG-DR award amount or termination of this Agreement.

Project Name: Palm City Garden Apartments.

CDBG-DR Program eligible activity:

Developer shall implement the Multifamily Rental Rehabilitation and/or Development in accordance with HUD CDBG-DR regulations, all additional federal requirements, and County's Multifamily Rental Rehabilitation and/or Development Program Manual requirements utilizing project funds for the below activity of the Property (select one).

- Rehabilitation
- Acquisition/Rehabilitation
- Acquisition/New Construction

The National Objective to be achieved for each activity as a result of this Project:

Activities benefitting low- and moderate-income persons ("LMI"):

The method of measuring the National Objective, if LMI:

LMI Housing – LMH (per 24 CFR 570.208(a)(3))

The number of individuals/households benefiting as a result of this Project:

- Total beneficiaries: **100 households**
- Total low/mod beneficiaries: **100 persons**

CDBG-DR storm tie-back and/or Mitigation resilience measure: Provides affordable housing units which addresses the current lack of affordable rental units as a direct and indirect result of Hurricane Ian. All CDBG-DR funded housing development and preservation activities must, at a minimum, incorporate hazard mitigation measures and green building standards into design and construction. The use of alternative, more resilient construction materials and methods is also

encouraged. These measures aim to reduce impacts of future disasters and increase long-term affordability of the housing units.

LOAN TERM

The Agreement period is the period beginning the effective date of this Agreement, by signature of all parties and terminating on the last day of the Restrictive Covenants Term as herein defined, as the same may from time to time be modified or extended. A mortgage and promissory note will also be executed by and between Lee County and the Developer

Repayment terms

The repayment term associated with this Agreement is unique to this Project and is described in detail below:

- **Loan term will be 30 years.**
- **Repayment will be in the amount of \$6,000,000.00, with an interest rate of 1%, to be paid annually.**

Affordability Period for Multifamily Rental Development:

At least 51%, rounded up to the nearest whole number, of the total number of units in the Project will be affordable for families making 80% or less of the median family income for the area, for a period of 30 years ("Affordability Period"). An official declaration of the Affordability Period will be included in a Restrictive Covenant and recorded against the property, making the affordability requirements a covenant running with the land. It shall be the Developer's responsibility to file any notice required under Chapter 712, Florida Statutes, to ensure that the Declaration remains in effect for the entire Affordability Period. At the end of the Affordability Period, provided that there is no default under this Agreement or any other loan documents, County will immediately release the Declaration by written instrument in recordable form executed and acknowledged by County. The Declaration shall be superior to all financing liens and encumbrances filed of record against the property.

Prepayment Penalty for Multifamily Development:

In an effort to encourage long-term affordability through enforcement of a HUD-required Affordability Period, Lee County has instituted an additional financial demand should the Developer prepay the CDBG-DR funds awarded prior to the end of the Affordability Period. Outlined in detail within the required Mortgage and Promissory Note but introduced within this Agreement, in addition to payment of the entire amount of CDBG-DR funding that was originally awarded (or the remaining balance, if the Developer is actively engaged in an amortizing repayment structure), Lee County shall assess a Prepayment Penalty that serves to stimulate the Developer to comply fully with the Affordability Period.

The Prepayment Penalty will be calculated by utilizing the Consumer Price Index Inflation Calculator. The result of use of this Inflation Calculator is that in addition to the balance of awarded funding that remains (if amortizing) within the Developer's executed Mortgage and Promissory Note, the Developer will also be responsible for paying an additional amount that uniformly calculates the impact of inflation from the time the Mortgage and Promissory Note were executed to the date when the Developer elects to prepay the balance of its indebtedness to Lee County.

INCOME DETERMINATION

The determination of whether annual income of a household occupying or seeking to occupy a unit within the Project complies with the requirements of the Program shall be made by the Developer prior to admission of such household to occupancy in a unit. Thereafter, such determinations shall be made by the Developer at least annually.

If the Annual Income of a tenant which previously was classified as income-eligible shall be determined upon reexamination to exceed the applicable income limits, the unit shall continue to be counted as occupied by an eligible tenant during such family's or individual's continuing occupancy of such unit until the end of the lease term for that tenant, and the Developer/Owner shall not be considered to be out of compliance with the occupancy requirements set forth within this Agreement, provided that the Developer/Owner shall hold the next available vacant unit available for occupancy by an income-eligible tenant.

Tenant Income Limits

At least 51% of the rehabilitated or new rental units must be rented to persons/households who qualify as low/moderate income according to HUD, whose annual income does not exceed 80% of the median income for the area. Income eligibility must be determined prior to lease execution. At least 51% of all rental units within the project must be occupied with households who have an income at or below 80% AMI throughout the entire affordability period.

Income must be determined using the IRS 1040 Long Form method (amended to include a household Asset Cap) and as may be further defined in the federal Housing Opportunity Through Modernization Act of 2016 (HOTMA) [Public Law 114-201].

If Developer is a Public Housing Authority or other qualified non-profit or for-profit that is subject to HUD regulatory compliance with regard to calculation and determination of income eligibility of tenants of affordable rental housing, the alternative HUD method of determining tenant household income may be substituted for the IRS 1040 Long Form method.

INSURANCE

Developer/Owner must obtain and maintain, during the entire Loan and Restrictive Covenant term, property and casualty insurance in an amount sufficient to protect County's interest in the property, issued on a replacement cost basis and insuring the full replacement cost of the property. This insurance is to be furnished through a company of the Developer's/Owner's choice with Lee County listed as a mortgagee and not as a co-insured. If County, in its sole discretion deems the property to be at risk for special hazards, County may require additional coverage for flood or windstorm.

Developer/Owner must also obtain and maintain public liability insurance in the minimum amount of \$1,000,000 or such other amount as County may from time to time require by giving notice to Developer/Owner, with Lee County listed as an additional insured.

Developer/Owner must also obtain and maintain, during any and all times improvements on the property are under construction, public liability insurance (including worker's compensation insurance), with County listed as an additional insured, and carry builder's risk property insurance in completed value form on a replacement cost basis (in lieu of carrying commercial property insurance during the construction period) endorsed to be payable to County and listed as a mortgagee and loss payee. Evidence of insurance shall be provided annually to County.

Developer/Owner must obtain flood insurance if property is located within the FEMA designated 100-year floodplain.

TAXES, INSURANCE, ESCROW

All ad valorem taxes and all special or improvement assessments, if any, which are due and payable and affect the property must be paid in full prior to final execution of this Agreement. Developer/Owner must create a reserve for the payment of all insurance premiums, taxes, and assessments against the property.

SURVEY, APPRAISAL (FOR PROJECTS THAT INCLUDE ACQUISITION)

Survey

Developer/Owner agree to provide County, at Developer/Owner expense, a current survey of the property showing any improvements as built and otherwise satisfactory to County. The survey must include a description of the property and a surveyor's certificate, both of which must be satisfactory to County, County's counsel, and the title company. The survey must be sufficient to allow the title company to amend the title policy survey exception. The Survey must also show whether any portion of the property is located within a designated 100-year floodplain. The survey must show no encroachments.

Appraisal

Developer/Owner agrees to provide County, at Developer/Owner expense, a full appraisal of the fair market value of the property or proposed property prepared by a State of Florida certified appraiser. The form and content of the appraisal must be acceptable to County. The appraisal must indicate a fair market value of the property to be at least that of the total combined indebtedness on the property. If the appraised market value of the property is less than stipulated here, County reserves the right to re-evaluate the terms and conditions of this Agreement and may exercise its right to terminate the Agreement.

DUE DILIGENCE

The following additional items and information shall be delivered to and approved by County prior to final execution of this Agreement, but in no event later than the loan closing date and initial funding (if applicable):

- 1) Name, address and contact information for inspecting architect or inspection contractor, engineer, surveyor;
- 2) Any construction architect's and/or engineer's contracts that have been entered into;
- 3) Plans and specifications;
- 4) Current, final certified plat or ALTA survey acceptable to County for closing and funding the Loan;
- 5) Review, receipt, and acceptance of proof of appropriate zoning or letter of compliance, as applicable.

NOTICE TO PROCEED AND INSPECTION

Developer must receive a Notice to Proceed from County prior to start of any construction activities.

Developer shall retain the services of an architect or engineer to perform construction progress inspections, approve the percentage of work completed in accordance with the plans and specifications.

OCCUPANCY REQUIREMENTS

Initial Occupancy Requirements Notwithstanding anything herein or in the Restrictive Covenant to the contrary, at the time of occupancy of the Project, Developer/Owner must set aside at least 51 percent of all units within the Project.

For Projects that include Rehabilitation: Developer/Owner will not terminate the occupancy of any tenant in occupancy on the effective date of the Restrictive Covenant that is not an income-eligible tenant for purposes of meeting the initial occupancy requirements of this Section. In the event that Developer/Owner is unable to comply with the initial occupancy requirements of this Section because of the occupancy as of the effective date of the Restrictive Covenant of any units by tenants who are not Low/Moderate Income, or who have not been determined to be Low/Moderate Income, Developer/Owner will be in compliance with this Section if each unit which thereafter becomes vacant is occupied or held available for occupancy by Low/Moderate Income families, until the Low/Moderate Income occupancy requirements of this Section are met.

Long-Term Occupancy Requirements Subject to the Restrictive Covenant and Affordability Period term(s), Developer/Owner shall maintain occupancy of all CDBG-DR funded units according to the Low/Moderate Income set-asides indicated within this Agreement.

Initial Rents If the Project has five or more CDBG-DR-assisted units, at least 50% of the units must be occupied by Low- and Moderate-Income households and meet one of the following rent requirements:

- The HUD Fair Market rent for existing housing for comparable units in the area, as established and published annually by HUD under 24 CFR 888.111; or
- A rent that does not exceed 30% of the adjusted gross income of a household whose annual income equals 65% of the Area Median Income (AMI), as established and published annually by HUD, with adjustments for the number of bedrooms in the unit. The HUD HOME Investment Partnerships Program rent limits will include average occupancy per unit and adjusted income assumptions.

Subsequent Rent Increases Developer shall annually adjust the rents for all assisted units to the amounts not exceeding the annually published HUD Fair Market rent or the annually published HUD HOME rents for households earning 65% of the AMI, adjusted for the number of bedrooms in the unit.

Concentration of Low-Income Families Developer/Owner shall use its best efforts to distribute units reserved for Extremely Low Income, Very-Low Income, and Low/Moderate Income families among the unit sizes in proportion to the distribution of unit sizes in the Project and to avoid concentration of Extremely Low Income, Very-Low Income and Low/Moderate Income families in any area or areas of the property.

Elderly Development (if applicable) If the Project is an elderly development as defined by HUD, throughout the Restrictive Covenant, this Project must conform to the Federal Fair Housing Act and must be a property which:

- As determined by HUD, is specifically designed and operated to assist elderly persons as defined in and provided under any state or federal program;

- Is intended for, and solely occupied by persons 62 years of age or older; or
- Is intended and operated for occupancy by at least one person 55 years of age or older per unit, where at least 80% of the total housing units are occupied by at least one person who is 55 years of age or older; and adheres to policies and procedures which demonstrate an intent by Developer/Owner and manager to provide housing for persons 55 years of age or older.

ACCESSIBILITY

Developer/Owner shall ensure that the property will meet or exceed the accessibility requirements under Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA).

If the Project includes new construction, rehabilitation, or reconstruction of multifamily units (4 or more units per building), Developer/Owner shall ensure that at least 5 percent of all dwelling units will be designed and built to be accessible for persons with mobility impairments.

In addition, at least an additional 2 percent of all dwelling units shall be designed and built to be accessible for persons with hearing or visual impairments.

Additionally, if the Project involves new construction (excluding new construction of non-residential buildings) where some units are two-stories, a minimum of 20 percent of each unit type (i.e., one-bed, one-bath; two-bed, one-bath; two-bed, two-bath; etc.) must provide an accessible entry level and all common-use facilities are in compliance with Fair Housing guidelines.

In addition, Developer shall comply with Section 508 requirements regarding the accessibility to electronic information technology for individuals with disabilities (<https://www.seciton508.gov/>).

RESTRICTIVE COVENANT

The Restrictive Covenant is required by County, executed by Developer and/or Owner, and recorded in the appropriate county office for property records, restricting the property to certain occupancy and rent requirements for the Restrictive Covenant term. During the Affordability Period, the property will be subject to all federal laws and regulations as defined in the applicable Federal Register Notice (88 FR 32046) for County's CDBG-DR funding allocation. Among other restrictions, the Restrictive Covenant may require Developer/Owner to continue to accept subsidies which may be offered by the federal government, impose tenant income-based occupancy and rental restrictions, or impose any of these and other restrictions as deemed necessary at the sole discretion of County in order to preserve the property as affordable rental housing.

LEASE PROVISIONS

All tenant leases entered into with eligible tenants during the term of the Restrictive Covenant shall be in writing and contain provisions wherein each individual tenant:

- certifies the accuracy of the information provided in connection with the examination or reexamination of Annual Income of the household, and in connection therewith, agrees to execute and Income Certification form prescribed by County, and

- agrees that the Annual Income or other eligibility requirements shall be deemed substantial and material obligations of his/her/they tenancy, that he/she/they will comply promptly with all requests for information with respect thereto from Developer/Owner or County, and that his/her/their failure to provide accurate information regarding such requirements or refusal to comply with a request for information shall be deemed a violation of a substantial obligation of his/her/their tenancy and constitute cause for immediate termination thereof.

Lease terms must be for one year. Developer/Owner may not 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 or for violation of applicable federal, state or local law. To terminate or refuse to renew tenancy, Developer/Owner must serve written notice upon the tenant specifying the grounds for the action at least 30 days before the termination.

EXHIBIT B

SCOPE OF WORK AND ACTIVITIES **PROJECT ACTIVITY SCOPE OF WORK DESCRIPTION**

The information provided under this Exhibit is retrieved from the Developer's approved application in response to the ***Multifamily Affordable Housing Rehabilitation Notice of Funding Availability (NOFA)***. In coordination and agreement with the Developer, the County will utilize the information below to inform and update the County's approved System of Record for key performance measures and project budget cost eligibility. Subrecipients will work with the County to ensure any edits and amendments to this Exhibit are subsequently reviewed and approved within the System of Record and/or under a formal amendment in accordance with the Agreement.

Project Activity Scope of Work Description ("Work")

The scope of the project entails a rehabilitation scope that includes "hardening" of the property for disaster resistance and involves updating of infrastructure and amenities to today's standards, along with additional improvements for the elderly and disabled residents' enjoyment and protection. Broadband or wireless connectivity will be made available to all units and available for use in the main community center of the property. The projected outcome of the project's rehabilitation is to increase the property's long-term sustainability and resiliency.

Design and Approach:

All funds will be available at financial closing. Property can provide a Line of Credit "LOC" of approximately \$500,000 to ensure that all bills and construction draws are paid timely. LOC will be replenished through reimbursement, by Lee County, of CDBG grant and loan funds. Architect and GC will draft a schedule for construction with benchmarks and a construction draw schedule to ensure that the project is kept to the projected timeline and funds are obligated and expended with the deadlines prescribed by the CDBG program. These will be tracked in software that is utilized by the GC and the Design Team. Checks and balances will be in place through the oversight provided by the PM and TAG.

The Property's "Design Team" are ready to solicit experienced General Contractors for the work required under the scope of rehabilitation. They have provided the estimates of related construction costs that are used in the Budget Form document and have created preliminary design drawings for the project, which are attached to this application.

Please see the "Chart of Key Staff" and "Project Team Resumes" attachments to this application for more information on the subcontractors.

The Design Team will draft the bid documents and solicit bids from experienced General Contractors "GC" in accordance with the CDBG rules and regulations for such and emphasize the need for

- Davis Bacon,
- Section 3, and
- WBE/MBE/DBE experience.

Bidders will be required to have experience and capacity for Davis Bacon reporting and compliance as well as a plan for WBE/MBE/DBE inclusion and Section 3 hiring.

EXHIBIT C

FINANCIAL AND GRANT MANAGEMENT SYSTEM BUDGET WORKSHEET

The information provided under this Exhibit is retrieved from the Developer Agreement. In coordination and agreement with the Developer, the County will utilize the information below to set up and encumber budget obligations within the County's financial accounting system for the awarded CDBG-DR funds. Subrecipients will work with the County to ensure any edits and amendments to this Exhibit are subsequently reviewed and approved within the System of Record, financial accounting records, and/or under a formal amendment in accordance with the Agreement.

Financial and Grant Management System Budget Worksheet

As noted within the Agreement, the Developer's allocation of CDBG-DR funding for this project is broken down in the following manner:

	Most Impacted and Distressed (MID)
Activity Funds (Direct Project Costs)	\$10,000,000.00
Activity Delivery Funds	\$0.00
TOTAL	\$10,000,000.00

EXHIBIT D

INDIRECT COST RATE ALLOCATION PLAN

The information provided under this Exhibit is retrieved from the Subrecipient Agreement and the Subrecipient's approved application in response to the **Affordable Housing Development & Preservation – Round 1: Multifamily Rental Rehabilitation** Notice of Funding Availability (NOFA). In coordination and agreement with the Subrecipient, the County will utilize the information below to set up and encumber budget obligations for an indirect cost rate within the County's financial accounting system. Subrecipients will work with the County to ensure any edits and amendments to this Exhibit are subsequently reviewed and approved within the System of Record, financial accounting records, and/or under a formal amendment in accordance with the Agreement.

Indirect Cost Rate Allocation Plan

When applicable, documentation that supports the indirect cost rate and Activity Delivery Cost must be included under this Exhibit. The County is responsible for reviewing and approving the Subrecipient's indirect cost allocation plan or proposal included below. The Subrecipient's indirect cost is based on the following indirect cost rate allocation plan in accordance with 2 CFR 200.414:

- The calculated Modified Total Direct Costs (MTDC) amount from the allocated award which is subject to the 10 percent de minimis rate;
- The federally negotiated and approved indirect cost rate allocation plan that is being utilized AND the calculated MTDC amount from the allocated award subject to the federally negotiated indirect cost rate; OR
- Not applicable to this Agreement and will not be requested from the Subrecipient.

See the plan or proposal above for further details and requirements of when the Subrecipient is set to receive indirect costs. The County also identifies financial data and information in Exhibit C for the Subrecipient's use in the submission of Payment Request Forms, Single Audits, and other reports which require the County's accounting of CDBG-DR funding through its financial system.

EXHIBIT E

PROJECTED PERFORMANCE MEASURES AND OUTCOMES FORM

The information provided under this Exhibit is retrieved from the Developer Agreement and the Developer's approved application in response to the **Affordable Housing Development & Preservation – Round 1: Multifamily Rental Rehabilitation** Notice of Funding Availability (NOFA). In coordination and agreement with the Developer, the County will utilize the information below to set up detailed performance management goals for the Developer to meet through implementing and completing the Project.

The Developer will report via the monthly activity report on how the project has progressed on reaching the target numbers of the projected performance measure(s). Developers will work with the County to ensure any updates to this Exhibit are subsequently reviewed and approved within the System of Record in accordance with the Agreement.

Projected Performance Measures and Outcomes

When applicable, documentation which supports the performance measure(s) is taken from the Developer's stated Project scope of work ("projected outcomes"). The following tables provide those measures which the Developer must report performance on related to meeting performance goals:

<u>Milestones</u>	<u>Date</u>	<u>Description</u>
Permitting	within 7 days of award	Ready for submission and approval
Procurement of Contractor	within 14 days of award	
Notice of Commencement	within 95 days of award	
50% Construction Completion	within 365 days of award	
100% Construction Completion	within 635 days of award	
Tenant Occupancy	within 642 days of award	

Performance Measure

Item	Projected
# of Additional Attic/Roof Insulation	
# of Clothes washers replaced	
# of Dishwashers replaced	
# of Efficient AC added/replaced	
# of ELI Households (0-30% AMI)	
# of Low Households (0-50% AMI)	
# of Moderate Households (51-80% AMI)	
# of Energy Star Replacement Windows	
# of High efficiency heating plants	
# of Light Fixtures (indoors) replaced	
# of Light fixtures (outdoors) replaced	
# of Low flow showerheads	
# of Low flow toilets	
# of Elevated Structures	
# of Properties	
# of Section 3 Labor Hours	
# of Substantially Rehabilitated Units	
# of Targeted Section 3 Labor Hours	
# of Total Labor Hours	
# of Refrigerators replaced	
# of Replaced hot water heaters	
# of Replaced thermostats	
# of Housing Units for 80% AMI or less	
# of Multifamily Units	
# of Sites re-used	
# of Units deconstructed	
# of Units exceeding Energy Star	
# of Units with bus/rail access	
# of Units with other green	

EXHIBIT F

APPLICATION

The information provided under this Exhibit is retrieved from the Developer's approved application in response to the **Affordable Housing Development & Preservation – Round 1: Multifamily Rental Rehabilitation** Notice of Funding Availability (NOFA). In coordination and agreement with the Developer, the County will utilize the information below as a reference point to establish the original, approved conditions under which the original Project was considered. The County will review this Exhibit when considering changes to the Agreement or other Project details as outlined within the System of Record. Developers will work with the County to ensure any edits and amendments to this Exhibit are subsequently reviewed and approved within the System of Record and/or under a formal amendment in accordance with the Agreement.



Lee County
Southwest Florida

Multifamily Affordable Housing Rehabilitation Program

Organization Information

- ▶ Organization Name: Dunbar Improvement Association, Inc.
- ▶ Address: 1625 Marsh Avenue Fort Myers, FL 33905
- ▶ Organization Type: Non Profit Developer
- ▶ Telephone: (239) 334-1303
- ▶ Federal Employer ID #: 59-1960272
- ▶ Organization Website:
- ▶ Unique Entity Identifier:

Authorized Organization Representative

- ▶ Name: Marcus Goodson
- ▶ Title: Development Consultant

Contact Person

- ▶ Name: Marcus Goodson
- ▶ Title: Development Consultant
- ▶ Email: marcus@eaglerock3.com
- ▶ Telephone: (239) 357-2992

Partner Organization

- ▶ Will your organization be partnering with any other organizations? No

Capacity to perform financial management and oversight

The Palm City Garden Apartments "Property" has been run successfully since 1987 and is audited annually by a third party. The property owner, Dunbar Improvement Association, Inc. "Dunbar" has not defaulted on any loans or financing and is in good standing with all lenders and HUD. The management of the property is performed by an onsite staff of two "Staff" that work at the property with oversight by a consulting firm Eagle Rock, LLC. "Eagle Rock" which is under contract with the property for these services, and herein, when combined, is referenced as "PM". Eagle Rock provides asset management and accounting services and has an experienced staff as evidenced by their resumes. A property management software system is utilized by the onsite staff to track income and expenses and provide reports to the board and accountants. HUD also provides oversight for the property as all the units receive project-based rental subsidy. The property is monitored monthly by reports for any large fluctuations in expenses. The board of the non-profit approves an annual budget and income, and expenses are compared to the approved budget.

Capacity to perform grant management functions as demonstrated through prior experience managing grants with in-house staff or with a grant management consultant

The Property and Dunbar has experience in working with multiple grants and local and federal resources. The Property originally received HUD 202 financing and has received other grants and regulated funding in the past for property upgrades such as Federal Home Loan Bank (Community Loan Fund) financing. Davis Bacon requirements are standard in the HUD programs as well as MBE/WBE/DBE and Section 3. Staff and contractors have a HUD and Public Housing background which makes them well versed in compliance with state and federal programs and adhering to regulations and requirements of grant funding.

Capacity to comply with federal labor standards requirements as demonstrated through prior experience that were subject to DBRA/Labor Standards requirements.

Our staff is familiar with working within the compliance requirements of the federal regulations that are associated with this funding. Our experience is with fundings such as HUD 202 financing, HUD Section 8 program requirements, the federal home loan bank funds on this property and all HUD programs and financing on other properties that we contract with or have worked with outside of the Property.

Internal auditing capability

Staff provides monthly and yearend property management financials, and the property has an annual independent audited financial report provided by a third-party auditor that is contracted separately for such services. Oversight by Eagle Rock on all financial reports is performed monthly.

Administrative staffing

The Property is staffed by two full-time employees consisting of a Property Manager and a Maintenance Technician. Support is provided by Eagle Rock.

Knowledge of Federal, State and Lee County procurement and contracting requirements

N/A

2 CFR 200 knowledge

N/A

Monitoring and control of timely expenditure of funds

Monitoring and control are provided by Staff and Eagle Rock with oversight by the board of directors of Dunbar the non-profit as well as HUD and First Housing. The Property has sufficient funds to pay bills and construction draws timely and submit to the county for reimbursement after payment. The Architect, which works on behalf of the owner, will provide oversight and construction inspections and review of each draw prior to payment. They will work directly with the GC to ensure that the rehabilitation is on schedule and according to scope. TAG Associates has been contracted to assist in development, program management and oversight for the CDBG funds.

Certify to understanding that Davis Bacon and Related Acts apply and project costs must be based on paying laborers and mechanics federal prevailing wages, as published by DOL. The then-current wage rates must be attached to the construction contract and accepted by the general contractor prior to loan closing

Please see attachment uploaded in Applicant Certification section.

Certify to understanding that no choice limiting actions, including, but not limited to, physical work or activity, may start until environmental clearance is obtained. All prohibitions regarding 'choice limiting actions will apply, rendering the award void and applicant ineligible for award. Projects with multiple environmental issues which cannot be addressed timely and cost-effectively will cause the award of CDBG-DR Funds to be canceled. Projects may proceed to secure all Environmental Site Assessment reports prior to award and prior to closing

Please see attachment uploaded in Applicant Certification section.

Certify to take affirmative steps taken to ensure good faith effort outreach to small, minority, women and veteran-owned business to be included in all solicitation opportunities (procurement of services and goods) and documenting efforts and procurement opportunities

Please see attachment uploaded in Applicant Certification section.

Certify, to the greatest extent feasible, to provide employment opportunities and training to low- and very low-income persons, especially targeted recipients of government assistance for housing or YouthBuild participants and that reside within proximity to the project/service area, and to certified Section 3 businesses that comply with statutory regulations found at 24 CFR Part 75

Please see attachment uploaded in Applicant Certification section.

Project Information

- ▶ Project Name: Palm City Garden Apartments
- ▶ Address: 1625 Marsh Avenue Fort Myers, FL 33905

Location Values

Item	Total Amount
Total Number of Housing Units in Project Location	100.00
Number of Housing Units Needing Rehabilitation	100.00
Total Project Cost	\$11,414,189.00
Total CDBG-DR Funding Requested	\$10,000,000.00

- ▶ Is the Project a Low-Income Housing Tax Credit Project? No
- ▶ Is the Project located within the 100-year floodplain? No

Is the Project located within the 100-year floodplain, please provide a description of how the project will comply with HUD CDBG-DR regulations and requirements of housing built within the 100-year floodplain

Target Service Location

- | | |
|--|--|
| <input type="checkbox"/> City of Cape Coral | <input type="checkbox"/> Town of Fort Myers Beach |
| <input checked="" type="checkbox"/> City of Fort Myers | <input type="checkbox"/> Village of Estero |
| <input type="checkbox"/> City of Bonita Springs | <input type="checkbox"/> Unincorporated Lee County |
| <input type="checkbox"/> City of Sanibel | |

The scope and projected outcome(s) of the project

The scope of the project entails a rehabilitation scope that includes “hardening” of the property for disaster resistance and involves updating of infrastructure and amenities to today’s standards, along with additional improvements for the elderly and disabled residents’ enjoyment and protection. Broadband or wireless connectivity will be made available to all units and available for use in the main community center of the property. The projected outcome of the project’s rehabilitation is to increase the property’s long-term sustainability and resiliency. The Property has worked hard on keeping up with repairs as needed throughout its ownership of the development and has recently begun the modernization of kitchens and bathrooms. The buildings and units are nearing (40) years old, and while no maintenance has been deferred, we know that substantial rehabilitation at this juncture would be extremely beneficial to the residents and to the long-term resilience of the structures and the life of the units.

The total cost of the project and leveraged funding sources already committed to the project

The total cost of the project is estimated at \$11,414,189. The project has a current permanent loan of which the balance is approximately \$4,147,572 and debt service is \$229,000 annually. There is a commitment for an additional \$1,000,000 from Chase. Chase was the original lender for the Property, so we have an established relationship. Refinancing will occur at year 18 or the property will pay off the loan in that time. There is also an additional loan option for refinancing through a 221(d)(4) loan from Rockport which consists of refinancing the property’s current mortgage of 4.1 million and including an increase in financing of \$1,000,000 to be available for construction at closing.

A description and justification of proposed costs

The specific activities include but are not limited to : / - Remaining Kitchen Renovations/HVAC Duct Replacement/Soffit Replacement/Water Heater: \$2,136,000.00 / - Remaining Bathroom Renovations: \$1,120,000.00 / - Interior and Exterior Painting/Floorings/Interior Doors/Interior Hardware/Shelving: \$1,094,000.00 / - Window Replacement (units): \$575,000 / - Exterior Door/Hardware Replacement (units): \$510,000.00 / - Attic Insulation: \$125,000.00 / - Electrical – Switches/Outlets/Light Fixtures (units): 500,000.00 / - Screen Enclosures (units): \$550,000.00 / - Windows (community building): \$11,000.00 / - Covered Entry (community building): \$87,750.00 / - Generator (community building): \$55,000.00 / - Site Lighting: \$407,100.00 / - Broadband/Wireless \$100,000. The architects and engineers, “Design Team”, have evaluated the property and proposed the above repairs/installations and upgrades, with estimated costs, as needed for aiding in the Property’s long-term sustainability and resiliency against weather event related damage. All other costs are costs associated with the performance of the work, such as architectural, engineering, and permitting fees. Please see the budget form for all project costs.

A description of the timeframe, dependencies, and methods for obligating grant funds, and how the applicant plans to ensure funds are spent timely. A description of how the applicant will address and control for dependencies, if applicable

All funds will be available at financial closing. Property can provide a Line of Credit "LOC" of approximately \$500,000 to ensure that all bills and construction draws are paid timely. LOC will be replenished through reimbursement, by Lee County, of CDBG grant and loan funds. Architect and GC will draft a schedule for construction with benchmarks and a construction draw schedule to ensure that the project is kept to the projected timeline and funds are obligated and expended with the deadlines prescribed by the CDBG program. These will be tracked in software that is utilized by the GC and the Design Team. Checks and balances will be in place through the oversight provided by the PM and TAG.

Evidence of readiness to proceed. (Completion of zoning/planning approvals [if required]; commitment of all other funding sources; construction/permanent financing commitments; final architectural/engineering drawings; environmental reviews or other pre-development procurement)

The Property's "Design Team" are ready to solicit experienced General Contractors for the work required under the scope of rehabilitation. They have provided the estimates of related construction costs that are used in the Budget Form document and have created preliminary design drawings for the project, which are attached to this application. Please see the "Chart of Key Staff" and "Project Team Resumes" attachments to this application for more information on the subcontractors.

The Design Team will draft the bid documents and solicit bids from experienced General Contractors "GC" in accordance with the CDBG rules and regulations for such and emphasize the need for Davis Bacon, Section 3 and WBE/MBE/DBE experience. Bidders will be required to have experience and capacity for Davis Bacon reporting and compliance as well as a plan for WBE/MBE/DBE inclusion and Section 3 hiring.

A description of what professional and construction services will need to procure for the project and how the organization will complete the procurement in compliance with 2 CFR 200

N/A

The organization's plan to meet affordability period requirements, include ongoing maintenance and operating expenses

Property has been an affordable property since its inception in 1987, and the intent is for it to remain affordable in perpetuity. For the purposes of this application, Dunbar is committing the Property to an affordability period of 30 years. Property has been able to keep up with both ongoing maintenance and operating expenses throughout its ownership of the property. All units in the subject development are subsidized by the US Department of Housing and Urban Development "HUD" Section 202/Section 8 program. This allows the property to have the needed cash flow to fully fund its reserves, make debt service payments, and perform needed maintenance on top of paying operating expenses. The operation of the property and the residents it serves will remain unchanged and will continue with the receipt of the CDBG funds. If there are additional requirements imposed by the CDBG funds the property will comply.

The proposed unit mix after rehabilitation and rents to be charged

The unit mix and rents will remain the same after rehabilitation, which are: 25 0-bedroom/efficiency units with a gross rent of \$1,319 per unit monthly, and 75 1-bedroom units with a gross rent of \$1,409 per unit monthly. This is a HUD section 202 property and receives section 8 rental subsidy. The residents are not required to pay more than 30% of their gross income. The residents pay for their own utilities and receive a utility allowance. We anticipate no changes to the rents after the rehabilitation. The 202 rents will increase as allowed by HUD but will not be impacted by upgrades to the Property or the units.

The proposed timeline for affordability (minimum 20-years), and structure for repayment of CDBG-DR funds

We propose a split of grant and loan funding: a grant of \$4,000,000 for long-term affordability, and a loan of \$6,000,000 with a term of 30 years, the length of the committed to affordability period, at 1% interest. This is a non-profit owner entity, and the property is an elderly property providing housing to low and very low-income senior and disabled residents.

A description of steps that will be taken to assure that small, minority and woman owned businesses have the opportunity to provide supplies, equipment, construction and services and maintain the proper solicitation documentation

As previous employees of a Public Housing Authority and as a HUD 202 property operator, PM will assure and continue to make best efforts for Section 3 and WBE/DBE/MBE suppliers and contractors to have the opportunity to work and or contract with the Property.

The organization's plan to the greatest extent feasible, provide opportunities and training to low- and very low-income persons, especially recipients of government assistance for housing, and to businesses that provide economic opportunities to low- and very low-income persons and comply with Section 3 requirements outlined in 24 CFR Part 75

The General Contractor will provide a plan for outreach to the local community which will likely include participating in a Job Fair, outreach to local job referral consultants, etc. GC's will be required to provide information in their bids on how this will be carried out as well as previous experience with these programs. PM is experienced in these employment practices and can assist and provide support.

A description of how the project will comply with Davis Bacon and Related Acts

Dunbar will require that GC's have previous experience with Davis Bacon and current capability and capacity for complying with Davis Bacon. The development has previously received funding that required the same program requirements so is well versed in the utilization of funds which require this compliance.

Sources of Leveraged Funds

Source of Funds	Amount	Status of Funds
FEMA Building Resilient Infrastructure and Communities (BRIC)	\$0	N/A
Use of Funds:		
Purpose of Funds:		N/A
FEMA Hazard Mitigation Grant Program (HMGP)	\$0	N/A
Use of Funds:		
Purpose of Funds:		N/A
FEMA Public Assistance (PA)	\$0	N/A
Use of Funds:		
Purpose of Funds:		N/A
Local (Municipal) Funds	\$0	N/A
Use of Funds:		
Purpose of Funds:		N/A
Other CDBG-DR Funds (from Florida COM)	\$0	N/A
Use of Funds:		
Purpose of Funds:		N/A
Other State Funds	\$0	N/A
Use of Funds:		
Purpose of Funds:		N/A
Private Insurance	\$0	N/A
Use of Funds:		
Purpose of Funds:		N/A
Resilient Florida	\$0	N/A
Use of Funds:		
Purpose of Funds:		N/A
SBA Loan	\$0	N/A
Use of Funds:		
Purpose of Funds:		N/A
SHIP	\$0	N/A
Use of Funds:		
Purpose of Funds:		N/A
Total	\$0.00	

The planned integration of adaptable and reliable technologies, mitigation measures, and durable materials to prevent displacement and protect tenants/owners, specifically for vulnerable populations

Property and Dunbar intends to mitigate future hazards through rehabilitation and upgrading where possible to more durable materials. Included in the rehabilitation is the installation of a generator for the community building which will assist in alleviating discomfort to residents in times of serious weather events. Residents may gather there as needed during a loss of power in the community. This can be especially important for the elderly and disabled demographic that resides at the property, as many medications must be refrigerated and can lose potency if not stored properly.

Property has a property-wide disaster plan so that residents will know what to do and where to go in times of weather crisis. This will be updated after the rehabilitation to include any needed changes.

As part of the included scope of the rehabilitation, new impact windows, exterior doors and hardware, additional attic insulation, energy efficient HVAC and duct work, Energy Star appliances, LED energy efficient lighting fixtures for the units, new site lighting for additional security, screened-in enclosures for rear protection, and exterior painting, masonry, and caulking, will be installed at the property in order to aid the units' resiliency, as these items address certain resilience strategies listed on the climate safe housing website, and mitigate damage due to weather conditions.

As for durable materials in the rehabilitation, the complete renovation of bathrooms and kitchens with new plumbing piping and fixtures and all-new exterior materials being installed will be designed and installed to comply with the applicable wind loads and impact protection to provide a reasonably safe space to shelter in place for most storms.

After the recent storms, the roofs were replaced and were paid for by the property. As such, re-roofing is not included in the scope for this rehabilitation. Other rehabilitation has begun at the property with the replacement of the fencing and 10 kitchens, and 48 bathrooms have been upgraded and are not included in the scope.

The how the project will design with broadband in mind to ensure high-speed internet access is available for current/future tenants

The budget allows for the upgrading of the current cable connectivity to broadband or wireless connections in each unit as well as the community areas.

The planned integration of green/energy efficient design of non-substantially damaged units following the guidelines specified in the HUD CPD Green Building Retrofit Checklist

Through the rehabilitation, Property will be providing insulated, energy efficient windows with low-e glass, installing new energy efficient HVAC systems and duct work, increasing attic insulation R-value, and replacing old appliances with new energy star appliances. We expect that this should result in savings to the property and the residents. Upgrades in the rehabilitation will adhere to the checklist referenced above and we agree to apply all measures within the Checklist to the extent applicable to the particular building type being retrofitted. It is understood that the phrase “when replacing” in the Checklist refers to the mandatory replacement with specified green improvements, products, and fixtures only when replacing those systems during the normal course of the retrofit.

The Design Team acknowledges that there are a few items in the current plans, submitted in this application, that will need to be adjusted to ensure that we fully comply with the criteria of the Checklist. This will be addressed upon funding.

Design/Engineering

Already completed as of application deadline. With some adjustments to be made for compliance upon funding.

Procurement of Construction Services

Bidding and selection of construction contractors is estimated to be completed within 67 days following the award of funding/Notice to Proceed/execution of the subrecipient/developer agreement.

Permitting

This can commence simultaneously with the procurement of construction services. However, in order to be conservative, the permitting procedures are being estimated as separate timeframes. Permit applications are expected to be prepared, completed, and submitted within the 7 days following award of funding/Notice to Proceed/execution of the subrecipient/developer agreement. The filing notice of commencement, paying of permit fees, and securing of permits are expected to be completed within 14 days of the completion of the procurement of construction services, approximately 81 days following the award of funding/Notice to Proceed/execution of the subrecipient/developer agreement.

Construction Start

The mobilization of contractors and commencement of work are estimated to be completed within 14 days of the securing of permits, approximately 95 days following the award of funding/Notice to Proceed/execution of the subrecipient/developer agreement.

Construction 50% Complete

The estimated timing for 50% construction completion is 270 days after the completion of construction start, approximately 365 days following the award of funding/Notice to Proceed/execution of the subrecipient/developer agreement.

Construction Completion

100% completion of construction is estimated to occur 270 days following the 50% construction completion milestone, approximately 635 days following the award of funding/Notice to Proceed/execution of the subrecipient/developer agreement.

Tenant Occupancy/Re-Occupancy

As this is a rehabilitation project, we expect tenant re-occupancy to be completed within 7 days of 100% construction completion, approximately 642 days following the award of funding/Notice to Proceed/execution of the subrecipient/developer agreement. This is due to the fact that when relocation has been performed previously at this property, the tenants generally stayed close in proximity to the development, and it was not a very time-consuming process to re-occupy. This is expected to be a “rolling rehab” which entails utilizing any vacant units to house residents while their unit is undergoing renovation. The plan is to have as little disruption to current residents as possible. The current demographic makeup of the senior/disabled property is: 73 Non-Hispanic Households, 24 Hispanic Households, 55 African American Households and 42 Caucasian Households. Palm City Garden has been operating since 1987 and has always had an open-door policy with its residents. Communication is paramount and over the years we have established a good working relationship with our residents. Upgrades and repairs from storms have, at times, required relocation for our residents. We have previously worked to keep the residents in the immediate area and sometimes rehousing them temporarily in units on site while repair work is being done in their unit.

Other Milestones

The projected number of beneficiaries and number of LMI beneficiaries who will benefit from the project

Item	Total Amount
Total Number of Households	100.00
Total LMI Households	100.00
Total Number of Beneficiaries	103.00
Total LMI Beneficiaries	103.00

The projected number of housing units in the project that are currently vacant and the number that are currently occupied

Item	Total Amount
Total Units	100.00
Vacant Units	3.00
Occupied Units	97.00

Provide a description of how the project will prevent displacement of current tenants during rehabilitation

Property plans to use its currently vacant units to either house current residents during the rehabilitation of their current unit and to only temporarily house residents off site for a limited time and as necessary. While it is anticipated that all units will have some level of rehabilitation, some units have already had some of the major interior work completed. We anticipate needing to temporarily relocate 103 residents either to another unit onsite or offsite for a very limited time.

- ▶ Will the project displace any households during the rehabilitation? Yes
- ▶ If Yes, how many households are anticipated to be displaced? 103.00

How the project will plan and budget for compliance with Uniform Relocation Act requirements

We have budgeted \$2,000 per unit to cover any URA requirements needed during relocation. PM has previous experience relocating the residents of this property and is comfortable working within the guidelines for such.

Describe how the project will provide housing set-asides for tenants with income less than 80% AMI or other special needs sub-populations

All units at the subject property are currently set aside for tenants with income less than or equal to 50% AMI. This property is a HUD 202/8 property and is designated to elderly 62+ and disabled. All units receive project based rental subsidy. To qualify to live in a Section 202 property, at least one adult member of the household applying must be at least 62 years old. The household must make less than 50% of the Area Median Income (AMI) of the location of the property. Residents at Section 202 properties are typically charged 30% of their adjusted income for rent, with the remaining costs covered by the federal government.

The target populations from the table below who would benefit from the plan if it were implemented

Populations presumed by HUD to be LMI persons:

- Abused children
- Elderly persons (62 and older)
- Battered spouses
- Homeless persons
- Severely disabled adults (as defined by the Census)
- Illiterate adults
- Persons living with AIDS
- Migrant farm workers

Protected classes (groups protected from discrimination under federal civil rights law based on the following):

- Race
- Color
- National origin
- Sex (including sexual orientation and gender identity)
- Religion
- Familial status
- Disability
- Age

Underserved communities, as defined by HUD in the Consolidated Notice:

- Populations sharing a particular characteristic, as well as geographic communities, that have been systematically denied a full opportunity to participate in aspects of economic, social, and civic life

Provide description of the community outreach and engagement that has happened to date, including a description of the stakeholders and approaches to outreach and engagement

Property PM posted public notice of its intent to submit this application for funding on February 7, 2024, in the form of physical copies posted on the subject property and on their website. An advertisement in Fort Myers News Press, a local newspaper, was contracted on 2/29/2024 to be posted for the weekend additions on March 2nd and March 9th, 2024. As of this application deadline we have received no comments.

A description of additional community outreach, engagement, and partnerships that will occur as part of this project, including the approach to engaging new stakeholders, and those who are expected to or currently reside in the housing units

In addition to the outreach for Section 3 and MBE/WBE/DBE for the construction the Property will submit press release to local newspapers, including minority newspapers and on the Property's website. Property will alert supportive services organizations, welfare offices, neighborhood groups and local church organizations and other stakeholders to opportunities for inclusion in the rehabilitation effort at the property. Website notices will be posted in both English and Spanish.

Describe how the project will engage low to moderate income households and vulnerable populations in planning and construction

Property will hold resident meetings discussing the anticipated scope of rehabilitation and ensure that all relocation needs will be fulfilled. We will ensure that the current residents know what to expect and are reasonably satisfied and accommodated with the plans for the rehabilitation.

Property has already been in contact with the residents in each unit during this application process and will continue to keep all the residents informed as the project progresses through emails, handouts, and meetings.

How the project will facilitate the provision of on-site supportive services, including, but not limited to services that promote health and wellness, economic mobility, and educational attainment

The property has worked with a local minority owned pharmacy to provide education about nutrition, medicinal needs and some of our residents received free COVID 19 vaccines. Dedicated Senior Services, a local WellCare clinic for seniors has a representative that visits the property for ice cream socials and to offer their services to residents. Local community groups (ie: churches, sororities and fraternities) will provide food for the residents from time to time, especially during the holidays. The units have emergency alert buttons to provide additional safety precautions for the residents.

How the project will ensure tenant access to off-site supportive services, including, but not limited to services that promote health and wellness, economic mobility, and educational attainment

While the Property does not have a private vehicle to provide transportation LeeTran bus service is available at the corner just outside the property and has three routes available with an additional route approximately a block away. ADA Paratransit service is available to the site. ADA stands for Americans with Disabilities Act and Lee County Transit's ADA paratransit service, called Passport, is offered in strict accordance with the ADA Act of 1990. Passport is a shared ride, advanced reservation, origin-to-destination service for persons with disabilities who are unable to use the regular fixed route public transit service because of their disability. Passport is designed to meet the Americans with Disabilities Act service criteria established by the federal government. Service is provided to individuals found eligible and is operated by LeeTran under the ADA guidelines. Service is provided for all types of trips.

Application Certification

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct and that the application and all support documentation has been duly authorized by the governing body of the applicant. I further certify that I am authorized to submit this application and have followed all policies and procedures of my agency regarding grant application submissions.

▶ Authorized Submitter Representative Name:	Marcus D. Goodson
▶ Authorized Submitter Representative Title:	Authorized Representative / Signatory
▶ Certification Date:	03/01/2024
▶ Authorized Submitter Representative Signature:	<i>Marcus D. Goodson</i>
▶ Authorized Submitter Representative IP Address:	199.66.70.95

EXHIBIT G

CERTIFICATE(S) OF INSURANCE

The information provided under this Exhibit is retrieved from the Subrecipient Agreement or the Subrecipient's approved application in response to the **Affordable Housing Development & Preservation – Round 1: Multifamily Rental Rehabilitation** Notice of Funding Availability (NOFA). In coordination and agreement with the Subrecipient, the County will utilize the information below to confirm that the Subrecipient has sufficient coverage against personal, commercial, or any other liability regarding the spending of CDBG-DR dollars. Subrecipients will work with the County to ensure any edits and amendments to this Exhibit are subsequently updated, reviewed, and/or approved within the System of Record when necessary.

Certificate(s) of Insurance

The Subrecipient has provided the following documentation below in an effort to confirm sufficient coverage is in place:

1. Workers' Compensation Coverage

See Attached

2. Commercial General Liability

See Attached

3. Business Auto Liability

See Attached

4. Directors & Officers Liability

See Attached

5. Fidelity Bonding

See attached

TECHNOLOGY INSURANCE COMPANY, INC.

*59 Maiden Lane, 43rd Floor
New York, NY 10038*

WORKERS' COMPENSATION
and
EMPLOYERS' LIABILITY INSURANCE POLICY

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.



Stephen Ungar, Secretary



Christopher H. Foy, President

To obtain information, please contact your agent or Technology Insurance Company, Inc. at **877-528-7878**. You may also write Technology Insurance Company, Inc. Consumer Relations at:

800 Superior Avenue East, 21st Floor
Cleveland, OH 44114



A Head for Insurance. A Heart for Nonprofits.

Agreement No.: DR19193
Project No.: 400013
Exhibit G

ALLIANCE OF NONPROFITS FOR INSURANCE
RISK RETENTION GROUP (ANI)

www.insurancefornonprofits.org

COMMERCIAL UMBRELLA POLICY DECLARATIONS

PRODUCER: The Cothron Group, Inc. (TCG)
1540 International Parkway, Suite 2000
Lake Mary, FL 32746
POLICY NUMBER: 2023-62001-UMB
RENEWAL OF NUMBER: 2022-62001-UMB

Item 1 NAME OF INSURED AND MAILING ADDRESS:
Dunbar Improvement Association, Inc dba Palm City Garden Apartments
1625 Marsh Ave.
Fort Myers, FL 33905

Item 2 POLICY PERIOD: FROM 10/17/2023 TO 10/17/2024
AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE
BUSINESS DESCRIPTION: Section Apartment Housing

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

Item 3 THE ANNUAL AND MINIMUM PREMIUM DUE AT INCEPTION: \$3,719
(premium includes Terrorism Coverage - Certified Acts: \$253
but only for policies that indicate coverage on Schedule A - Schedule of Underlying Insurance)

Item 4 LIMITS OF INSURANCE:
a. Occurrence / Accident / Injury / Claim Limits (where applicable): 5,000,000
i) Each Occurrence - Commercial General Liability and Products-Completed Operations Liability
ii) Each Accident - Business Auto Liability
iii) Each Claim - Employee Benefits Liability
b. Each Claim - Directors and Officers Liability Excluded
c. Each Claim - Improper Sexual Conduct and Physical Abuse Liability Excluded
d. Each Claim - Social Service Professional Liability Excluded
Aggregate limits:
e. Commercial General Liability, Business Auto Liability, Products- Completed Operations Liability, and Employee Benefits Liability Aggregate (where applicable): 5,000,000
f. Directors and Officers Liability Aggregate Excluded
g. Improper Sexual Conduct and Physical Abuse Liability Aggregate Excluded
h. Social Service Professional Liability Aggregate Excluded

Item 5 RETROACTIVE DATES - SEE SCHEDULE OF UNDERLYING INSURANCE

FORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY AT INCEPTION (NUMBER AND EDITION DATE):
ANI-E003 UMB 08 20, ANI-E180 UMB 01 21, ANI-E253 UMB 08 21, ANI-RRG-E42 UMB 09 19, CU 21 30 01 15, IL 09 99 12 20, SCHEDULE A 01 80, UMB 231 06 16, UMB 232 06 16, UMB-100 05 21, UMB61 05 13

These declarations and the common policy declarations, if applicable, together with the common policy conditions, coverage form(s) and forms and endorsements, if any, issued to form a part thereof, complete the above numbered policy.

"NOTICE

This policy is issued by your risk retention group. Your risk retention group may not be subject to all of the insurance laws and regulations of your State. State insurance insolvency guaranty funds are not available for your risk retention group."

BY [Signature]
(AUTHORIZED REPRESENTATIVE)
COUNTERSIGNED: 9/13/2023



A Head for Insurance. A Heart for Nonprofits.

Agreement No.: DR19193
 Project No.: 400013
 Exhibit G

**ALLIANCE OF NONPROFITS FOR INSURANCE
 RISK RETENTION GROUP (ANI)**

www.insurancefornonprofits.org

SCHEDULE A - SCHEDULE OF UNDERLYING INSURANCE

POLICY NUMBER: 2023-62001-UMB CONTROL NUMBER: 62001

NAME OF INSURED: Dunbar Improvement Association, Inc dba Palm City Garden Apartments

TYPE OF POLICY	APPLICABLE LIMITS	INSURER POLICY #	APPLICABLE PERIOD
(A) Automobile Liability Business Auto	Bodily Injury and Property Damage Combined Single Limit Uninsured/Underinsured Motorist	N/A N/A	
(B) Commercial General Liability	Each Occurrence Limit General Aggregate Limit Products/Completed Operations Aggregate Limit Personal & Advertising Injury Limit Damage to Premises Rented to You (any one premises)	\$1,000,000 \$2,000,000 \$2,000,000 \$1,000,000 N/A	ANI 2023-62001 10/17/2023 to 10/17/2024
(Includes Terrorism Coverage - Certified Acts)			
(C) Social Service Professional Liability	Each Occurrence Limit Aggregate Limit	N/A N/A	
(D) Standard Workers Compensation & Employers Liability	Coverage B - Employers Liability Bodily Injury by Accident Bodily Injury by Disease Bodily Injury by Disease	N/A N/A N/A	Each Accident Each Employee Policy Limit
(E) Improper Sexual Conduct and Physical Abuse	Each Occurrence Limit General Aggregate Limit	N/A N/A	
(F) Directors' And Officers'	Each Wrongful Act Limit Aggregate Limit	N/A N/A	
(G) Liquor Liability	Each Common Cause Limit Aggregate Limit	N/A N/A	
(H) Employee Benefits Liability	Each Employee Aggregate Limit	\$1,000,000 \$2,000,000	ANI 2023-62001 10/17/2023 to 10/17/2024
(Includes Terrorism Coverage - Certified Acts)			

Technology Insurance Company, Inc.
 A Stock Insurance Company

WORKERS COMPENSATION
 AND EMPLOYERS LIABILITY
 INSURANCE POLICY

WC 99 00 01 B
 1 of 5
 INFORMATION PAGE

Ncci Code: 39071

<p>1. Insured: Dunbar Improvement Association, Inc. DBA: Palm City Garden Apartments 1625 Marsh Ave Fort Myers, FL 33905 Other workplaces not shown above: None Producer: King Insurance Partners, LLC 643 SW 4th Ave, Suite 210 Gainesville, FL 32601</p>	<p>Policy Number: TWC4436784</p> <p><input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation or <input checked="" type="checkbox"/> Other</p> <p>Federal Tax ID: 591960272 Risk Id: Renewal of: TWC4264002</p>
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2. The policy period is from 6/20/2024 to 6/20/2025 12:01 a.m. at the insured's mailing address.
3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: Florida
- B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:
- | State | Bodily Injury by Accident | Bodily Injury by Disease | Bodily Injury by Disease |
|-------|---------------------------|--------------------------|---------------------------|
| | \$1,000,000 each accident | \$1,000,000 policy limit | \$1,000,000 each employee |
- C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:
 All states except ND, OH, WA, WY and State(s) Designated in Item 3.A
- D. This policy includes these endorsements and schedules: See Extension of Information Page

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

See Extension of Information Page	
TOTAL ESTIMATED ANNUAL PREMIUM	2,032
STATE ASSESSMENT	0
TOTAL ESTIMATED COST	2,032
Minimum Premium	554
Deposit Premium	2,032

Issue Date: 5/6/2024

Countersigned by: _____
 Authorized Representative

Technology Insurance Company, Inc.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE
POLICY

INFORMATION PAGE

Insured: Dunbar Improvement Association, Inc.

Policy Number: TWC4436784

**EXTENSION OF INFORMATION PAGE FOR ITEM #1
ITEM 1: NAMED INSURED and WORKPLACES**

NAMED INSURED: Dunbar Improvement Association, Inc. Fein: 591960272
DBA: Palm City Garden Apartments

WORKPLACES: Location Number 1.
1625 Marsh Ave
Fort Myers, FL 33905

Technology Insurance Company, Inc.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE
 POLICY

INFORMATION PAGE

Insured: Dunbar Improvement Association, Inc.

Policy Number: TWC4436784

**EXTENSION OF INFORMATION PAGE FOR ITEM #4
 ITEM 4: SCHEDULE OF PREMIUMS**

Classifications	# of Emps	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remun.	Estimated Annual Premium
Florida					
Buildings—Operation by Owner, Lessee or Real Estate Management Firm: Professional Employees, Property Managers and Leasing Agents & Clerical, Salespersons	1	9012	85,389	0.68	581
Buildings—Operation by Owner, Lessee or Real Estate Management Firm: All Other Employees	1	9015	48,996	2.74	<u>1,342</u>
Manual Premium					1,923
Total Manual Premium					1,923
Premium for Increased Limits Part Two: 1.4% (1000/1000/1000)		9812			27
Premium to Equal Increased Limits Minimum Charge		9848			93
Total Premium Subject To Experience Modification					2,043
Experience Modification 91%					1,859
Terrorism Risk Insurance Act 1%		9740			13
Expense Constant		0900			160
Total FL Premium					2,032
Total FL Cost					2,032
TOTAL ESTIMATED ANNUAL PREMIUM					2,032
STATE ASSESSMENT					0
TOTAL COST					2,032



**CRIME
DECLARATIONS**

POLICY NO. 105848899

Travelers Casualty and Surety Company of America
Hartford, Connecticut
(A Stock Insurance Company, herein called the Company)

ITEM 1	NAMED INSURED: DUNBAR IMPROVEMENT ASSOCIATION INC PALM CITY GARDEN APARTMENTS D/B/A: Principal Address: 1625 MARSH AVE FORT MYERS, FL 33905-4586
ITEM 2	POLICY PERIOD: Inception Date: October 7, 2021 Expiration Date: October 7, 2024 12:01 A.M. standard time both dates at the Principal Address stated in ITEM 1.
ITEM 3	ALL NOTICES OF CLAIM OR LOSS MUST BE SENT TO THE COMPANY BY EMAIL, FACSIMILE, OR MAIL AS SET FORTH BELOW: Email: BSIclaims@travelers.com Fax: 1-888-460-6622 Mail: Travelers Bond & Specialty Insurance Claim P.O. Box 2989 Hartford, CT 06104-2989 Overnight Mail: Travelers Bond & Specialty Insurance Claim One Tower Square, S202A Hartford, CT 06183 For questions related to claim reporting or handling, please call 1-800-842-8496.
ITEM 4	COVERAGE INCLUDED AS OF THE INCEPTION DATE IN ITEM 2: Crime

ITEM 5	CRIME		
	Insuring Agreement	Single Loss Limit of Insurance	Single Loss Retention
A. Fidelity			
1. Employee Theft	\$150,000	\$5,000	
2. ERISA Fidelity	\$150,000	\$0	
3. Employee Theft of Client Property	Not Covered		
B. Forgery or Alteration	Not Covered		
C. On Premises	Not Covered		
D. In Transit	Not Covered		
E. Money Orders and Counterfeit Money	Not Covered		
F. Computer Crime			
1. Computer Fraud	Not Covered		
2. Computer Program and Electronic Data Restoration Expense	Not Covered		
G. Funds Transfer Fraud	Not Covered		
H. Personal Accounts Protection			
1. Personal Accounts Forgery or Alteration	Not Covered		
2. Identity Fraud Expense Reimbursement	Not Covered		
I. Claim Expense	\$5,000	\$0	

<p>ITEM 5. (Cont'd)</p>	<p>If "<i>Not Covered</i>" is inserted above opposite any specified Insuring Agreement, or if no amount is included in the Limit of Insurance, such Insuring Agreement and any other reference thereto is deemed to be deleted from this Crime Policy.</p> <p>Policy Aggregate Limit of Insurance: <input type="checkbox"/> Applicable <input checked="" type="checkbox"/> Not Applicable</p> <p>If a Policy Aggregate Limit of Insurance is applicable, then the Policy Aggregate Limit of Insurance for each Policy Period for Insuring Agreements A through H, inclusive, is: Not Applicable</p> <p>If a Policy Aggregate Limit of Insurance is not included, then this Crime Policy is not subject to a Policy Aggregate Limit of Insurance as set forth in Section V. CONDITIONS B. PROVISIONS AFFECTING LOSS ADJUSTMENT AND SETTLEMENT 1. <u>Limit of Insurance</u> a. <u>Policy Aggregate Limit of Insurance</u>.</p> <p>Cancellation of Prior Insurance: By acceptance of this Crime Policy, the Insured gives the Company notice canceling prior policies or bonds issued by the Company that are designated by policy or bond numbers Not Applicable, such cancellation to be effective at the time this Crime Policy becomes effective.</p> <p>INSURED'S PREMISES COVERED:</p> <p>All Premises of the Insured in the United States of America, its territories and possessions, Canada, or any other country throughout the world, except: Not Applicable</p>
<p>ITEM 6</p>	<p>PREMIUM FOR THE POLICY PERIOD:</p> <p>\$618.00 Policy Premium</p> <p>\$206.00 Annual Installment Premium</p>
<p>ITEM 7</p>	<p>FORMS AND ENDORSEMENTS ATTACHED AT ISSUANCE: ACF-7006-0511; CRI-4031-0109; CRI-3001-0109; CRI-19060-0713; CRI-19072-0315; CRI-19101-1117; CRI-19086-0719; CRI-4029-0210; CRI-5010-0613; CRI-19097-0517</p>

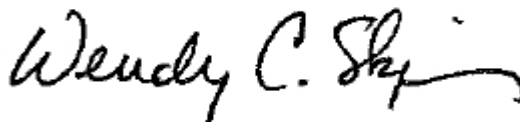
THE DECLARATIONS, THE APPLICATION, THE CRIME TERMS AND CONDITIONS, ANY PURCHASED INSURING AGREEMENTS, AND ANY ENDORSEMENTS ATTACHED THERETO, CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE COMPANY AND THE NAMED INSURED.

Countersigned By

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its authorized officers.



President



Corporate Secretary

EXHIBIT H (SIGNATURE REQUIRED)

CERTIFICATIONS **CDBG-DR COMPLIANCE PROVISIONS**

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

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

By signing this Exhibit, the Developer certifies it understands that all the below compliance provisions will apply to all projects that are awarded CDBG-DR funds.

1. NATIONAL OBJECTIVES

In accordance with [24 CFR 570.208](#), Section 104(b)(3) of the Housing and Community Development Act of 1974, all CDBG-DR funded activities must meet a National Objective. Under Section 101(c) of the authorizing Act (42 U.S.C. 5301), all CDBG-DR Activities must satisfy one of the named National Objectives.

1. Benefit to Low-to-Moderate Income Persons (LMI)
2. Urgent Need (UN)
3. Elimination of Slum and Blight (SB)

Upon completion of approved activity(ies) funded under this Agreement and prior to the funding expiration date of this Agreement, whichever comes first, the Developer must document that the approved activity(ies) met the approved National Objective, as necessary.

For Developers with a National Objective requirement, the County shall review the actual National Objective achievements of the activity. If the Developer does not or cannot satisfactorily document the National Objective achievement of an approved activity(ies), the activity(ies) may be deemed ineligible, and repayment of funds may be required of the Developer.

2. DUPLICATION OF BENEFITS

A Duplication of Benefits (DOB) occurs when a person, household, business, or other entity receives disaster assistance from multiple sources for a cumulative amount that exceeds the total need for a particular recovery purpose. The amount of the duplication is the amount of assistance provided in excess of the total need for the same purpose. It is the County’s responsibility to ensure that CDBG-DR programs provide assistance only to the extent that the disaster recovery need has not been fully met by funds that have already been paid, or will be paid, from another source.

The Developer must report all funds obtained for the same activity from any source from the date of the disaster until the activity is completed.

The Developer agrees to repay to the County, immediately upon demand, any assistance later received for the same purpose as the CDBG-DR funds and that exceeds the total need for the particular recovery purpose.

3. EQUAL EMPLOYMENT OPPORTUNITY

The obligations undertaken by the Developer include, but are not limited to, the obligation to comply with all federal laws and regulations described in Subpart K of 24 CFR Part 570 and specifically with each of the following, among other things, as the same may be amended from time to time:

- a. **Title VI of the Civil Rights Act of 1964**: This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination based on race, color, and/or national origin under any program or activity receiving Federal financial assistance.
- b. **Title VII of the Civil Rights Act of 1968 (The Fair Housing Act)**: This act prohibits discrimination in housing on the basis of race, color, religion, sex and/or national origin. This law also requires actions which affirmatively promote fair housing.
- c. **Restoration Act of 1987**: This act restores the broad scope of coverage and clarifies the application of the Civil Rights Act of 1964. It also specifies that an institution which receives Federal financial assistance is prohibited from discriminating on the basis of race, color, national origin, religion, sex, disability or age in a program or activity which does not directly benefit from such assistance.
- d. **Section 109 of Title 1 of the Housing and Community Development Act of 1974 [42 U.S.C. 5309]**: This Section of Title 1 provides that no person shall be excluded from participation (including employment), denied program benefits, or subject to discrimination on the basis of race, color, national origin, or sex under any program or activity funded in whole or in part under Title 1 of the Act.
- e. **The Fair Housing Amendment Act of 1988**: This act amended the original Fair Housing Act to provide for the protection of families with children and people with disabilities, strengthen punishment for acts of housing discrimination, expand the Justice Department jurisdiction to bring suit on behalf of victims in federal district courts, and create an exemption to the provisions barring discrimination on the basis of familial status for those housing developments that qualify as housing for persons age 55 or older.
- f. **The Age Discrimination Act of 1975**: This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination on the basis of age under any program or activity receiving federal funding assistance. Effective January 1987, the age cap of 70 was deleted from the laws. Federal law preempts any state law currently in effect on the same topic.
- g. **Section 504 of the Rehabilitation Act of 1973**: It is unlawful to discriminate based on disability in federally assisted programs. This Section provides that no otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funding assistance.
- h. **The Americans with Disabilities Act of 1990 (ADA)**: This act modifies and expands the Rehabilitation Act of 1973 to prohibit discrimination against "a qualified individual with a

disability" in employment and public accommodations. The ADA requires that an individual with a physical or mental impairment who is otherwise qualified to perform the essential functions of a job, with or without reasonable accommodation, be afforded equal employment opportunity in all phases of employment.

- i. **Executive Order 11063**: This executive order provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in housing and related facilities provided with Federal assistance and lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the Federal government.
- j. **Executive Order 12259**: This executive order provides that the administration of all Federal programs and activities relating to housing and urban development be carried out in a manner to further housing opportunities throughout the United States.
- k. **The Equal Employment Opportunity Act**: This act empowers the Equal Employment Opportunity Commission (EEOC) to bring civil action in federal court against private sector employers after the EEOC has investigated the charge, found "probable cause" of discrimination, and failed to obtain a conciliation agreement acceptable to the EEOC. It also brings federal, state, and local governments under the Civil Rights Act of 1964.
- l. **The Uniform Guidelines on Employee Selection Procedures adopted by the Equal Employment Opportunity Commission in 1978**: This manual applies to employee selection procedures in the areas of hiring, retention, promotion, transfer, demotion, dismissal, and referral. It is designed to assist employers, labor organizations, employment agencies, licensing, and certification boards in complying with the requirements of Federal laws prohibiting discriminatory employment.
- m. **The Vietnam Era Veterans' Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002)**: This act was passed to ensure equal employment opportunity for qualified disabled veterans and veterans of the Vietnam War. Affirmative action is required in the hiring and promotion of veterans.
- n. **Executive Order 11246**: This executive order applies to all federally-assisted construction contracts and subcontracts. It provides that no person shall be discriminated against, on the basis of race.

4. CERTIFICATION OF NONSEGREGATED FACILITIES
(applicable to contracts and subcontracts over \$10,000)

The Developer and its subcontractor(s) certifies that the entity does not maintain or permit employees to perform their services at any location where segregated facilities are maintained. The Developer certifies further that it shall not maintain or provide for employees any segregated facilities at any of its establishments and will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The Developer and its subcontractor(s) agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment

areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

The Developer further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that it will retain such certifications in Project files; and will provide notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

5. ENVIRONMENTAL PROTECTION AND ACTS

- a. **National Environmental Protection Act (NEPA):** All federally funded activities are subject to the National Environmental Policy Act of 1969 (NEPA) and its regulations under 40 CFR 1500 – 1508. Additionally, [24 CFR 58.22](#) prohibits committing or spending HUD or non-HUD funds on any activity that could have an adverse environmental impact or limit the choice of reasonable alternatives prior to completion of an environment review once a project has Federal funding, in full or in part. This prohibition on "choice-limiting actions" prohibits physical activity, including acquisition, rehabilitation, and construction, as well as contracting for or committing to any of these actions, prior to completion of the environmental review. Awarded activities must have completed an environmental review to demonstrate compliance with NEPA, as well as 24 CFR 58.
- b. **Clean Air and Water Acts:** *(applicable to contracts and subcontracts exceeding \$100,000)*
The Developer and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.
- c. **Flood Disaster Protection:** The Developer shall comply with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001). The Developer shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, that flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
- d. **Energy Efficiency:** The Developer shall comply with mandatory standards and policies relating to energy efficiency under the Energy Policy and Conservation Act (Public Law 94-163).
- e. **Procurement of Recovered Materials:** Per 2 CFR 200.323, if a non-federal entity is a state agency or an agency of a political subdivision of a state, it and its contractors, must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

6. CONSTRUCTION STANDARDS

While the following Construction Standards requirements are called out below, the Developer also certifies and acknowledges that it has read and complies with all requirements as noted within the *CDBG-DR Construction Standards Procedure* for Housing Programs and applicable program guidelines.

Green and Resilient Building Standards in Housing: All new construction or rehabilitation of residential structures must meet an industry-recognized standard that has achieved certification under (i) Enterprise Green Communities; (ii) LEED (New Construction, Homes, Midrise, Existing Buildings Operations and Maintenance, or Neighborhood Development); (iii) ICC–700 National Green Building Standard Green+ Resilience; (iv) Living Building Challenge; or (v) any other equivalent comprehensive green building program acceptable to HUD. Additionally, all such covered construction must achieve a minimum energy efficiency standard, such as (i) ENERGY STAR (Certified Homes or Multifamily High-Rise); (ii) DOE Zero Energy Ready Home; (iii) EarthCraft House, EarthCraft Multifamily; (iv) Passive House Institute Passive Building or EnerPHit certification from the Passive House Institute US (PHIUS), International Passive House Association; (v) Greenpoint Rated New Home, Greenpoint Rated Existing Home (Whole House or Whole Building label); (vi) Earth Advantage New Homes; or (vii) any other equivalent energy efficiency standard acceptable to HUD

Rehabilitation of Nonsubstantially Damaged Residential Buildings (Housing): Per Federal Register Notice 88 FR 32046, for rehabilitation other than the rehabilitation of substantially damaged residential buildings described in 6.a. above, the Developer must follow the guidelines specified in the HUD CPD Green Building Retrofit Checklist.

Developers must apply these guidelines to the extent applicable for the rehabilitation work undertaken, for example, the use of mold resistant products when replacing surfaces such as drywall. Products and appliances replaced as part of the rehabilitation work, must be ENERGY STAR-labeled, WaterSense-labeled, or Federal Energy Management Program (FEMP)-designated products or appliances.

Broadband Infrastructure in Housing: Per Federal Register Notice 88 FR 32046, any substantial rehabilitation, as defined by 24 CFR 5.100, reconstruction, or new construction of a building with more than four units must include installation of broadband infrastructure.

Elevation Standards (Housing and Infrastructure):

- ***Housing:*** All new construction or rehabilitation of residential structures and located in the one percent annual chance (or 100-year) floodplain must be elevated at least two feet above the base flood elevation.
- ***Mixed-use and Non-Residential:*** Non-residential structures and infrastructure must be elevated or floodproofed, in accordance with FEMA floodproofing standards at 44 CFR 60.3(c)(3)(ii) or successor standard, up to at least two feet above base flood elevation.
- ***Critical Actions:*** Structures and services defined at 24 CFR 55.2(b)(3) and within the 500-year (or 0.2 percent annual chance) floodplain must be elevated or floodproofed (in accordance with FEMA floodproofing standards at 44 CFR 60.3(c)(2-3) or successor standard) to the higher of the 500-year floodplain elevation or three feet above the 100-year floodplain elevation.

Planning and Design (Infrastructure): All newly constructed infrastructure that is assisted with

CDBG-DR funds must be designed and constructed to withstand extreme weather events and the impacts of climate change. To satisfy this requirement, the Developer is required to provide resilience performance metrics as identified by the County.

Flood Control Structures (Infrastructure and Non-Residential Structures): Developers that use CDBG-DR funds to assist flood control structures (i.e., dams and levees) are prohibited from using CDBG-DR funds to enlarge a dam or levee beyond the original footprint of the structure that existed before the disaster event, without obtaining approval from the County, HUD, and any federal agencies that HUD determines are necessary based on their involvement or potential involvement with the levee or dam. Additional requirements and approval steps are outlined under Federal Register Notice guidance at 88 FR 32046.

7. AFFORDABILITY PERIOD REQUIREMENTS (HOUSING)

While the following minimum affordability period requirements are called out below, the Developer also certifies and acknowledges that it has read and complies with all requirements as noted within the applicable program guidelines regarding affordability period requirements.

New Construction and Rehabilitation of Affordable Rental Housing: To meet the LMI housing national objective, a Developer who implements rental housing activities that will result in the new construction or rehabilitation of five or more units, assisted with CDBG-DR funds, must rent to LMI households at affordable rents as described within the *Lee County Action Plan for CDBG-DR Funds*. Furthermore, the minimum timeframes, enforceability, and other related requirements acceptable for compliance can be found under the HOME Investment Partnerships Program (HOME) requirements at 24 CFR 92.252(e), including the table listing the affordability periods at the of 24 CFR 92.252(e). The County has adopted these requirements and spells out affordability restriction enforcement and minimum affordability periods within the respective program guidelines, which Developer is required to follow, where applicable.

8. CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

The Developer will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible.

Steps include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

9. POLITICAL ACTIVITY

The Developer will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

10. LOBBYING PROHIBITION AND BYRD ANTI-LOBBYING AMENDMENT

The Developer is prohibited from using contracted funds for the following purposes: (1) political activities; (2) lobbying; (3) political patronage; (4) nepotism activities; and (5) inherently religious activities such as worship, religious instruction, or proselytization. The Developer will also comply with Chapter 216.347, Florida Statutes, which prohibits the expenditure of Agreement funds for the purpose of lobbying the legislature, state or county agencies.

Additionally and in accordance with 24 CFR 87, the Developer certifies that it will not use CDBG-DR funds received from the County to directly or indirectly influence legislation or any other official action by the Florida legislature, any state agency, or other local government and county (BOCC) business, including through the use of Federal appropriated funds being paid to any person for influencing or attempting to influence an office or employee of any agency, a member of Congress, an office or employee of Congress or an employee of a member of Congress in connection with this Federal contract, grant, loan or cooperative agreement. If the County and/or the Developer suspects such action of occurring, the County reserves the right to request that the Developer disclose and certify such activities in accordance with reporting requirements noted within the Agreement.

The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) requires that Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the non-federal award.

The Developer certifies, to the best of his or her knowledge and belief that:

- 1) No federally appropriated funds have been paid or will be paid by, or on behalf of, the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

11. DEBARMENT AND SUSPENSION

A contract award ([2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235).

By executing this Agreement or contract, the Developer verifies and affirms that it has not been suspended or debarred from participating in or receiving federal government contracts, subcontracts, loans, grants or other assistance programs and will not enter into contracts with any entity that has been suspended or debarred from federal contract work.

12. CONFLICT OF INTEREST

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Developer shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

No member of, or delegate to, Congress, or any local elected official, shall be admitted to any share or part of any contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to any contract if made with a corporation for its general benefit.

13. DOMESTIC PREFERENCES FOR PROCUREMENTS

Per [2 CFR 200.322](#), as appropriate and to the extent consistent with law, the non-federal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole, or in part, of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; or aggregates such as concrete; glass, including optical fiber; and lumber.

14. DAVIS-BACON AND RELATED LABOR STANDARD ACTS

- a. **Davis Bacon Act:** Developer shall comply with the Davis Bacon Act (40 U.S.C. §§ 31413148) and 29 CFR Subtitle A, Parts 1, 3 and 5, as applicable, to construction, alteration, and repair contracts over \$2,000.00.
- b. **Anti-Kickback Act of 1986:** Developer shall ensure that all contracts comply with the Anti-Kickback Act of 1986 (41 U.S.C. §§ 5158) that prohibits attempted as well as completed "kickbacks," which include any money, fees, commission, credit, gift, gratuity, thing of value, or compensation of any kind.
- c. **Contract Work Hours and Safety Standards Act of 1962:** Developer shall ensure all contracts comply with the Contract Work Hours and Safety Standards Act of 1962 (40 U.S.C. § 3702) which requires that workers receive overtime compensation at a rate of one and one-half (1-1/2) times their regular hourly wage after they have worked forty (40) hours in one week.
- d. For the purposes of this requirement "construction work" includes, but is not limited to, rehabilitation, alteration, demolition, installation or repair done under contract and paid for,

in whole or in part, through this Agreement or contract. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the "construction contract").

- e. Developer shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the County for review upon request.

15. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

The work to be performed under this Agreement may be subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3), and implementing regulation at [24 CFR, Part 75](#). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. The responsibilities outlined in 24 CFR Part 75.19 include:

- a. Implementing procedures designed to notify Section 3 workers about training and employment opportunities generated by Section 3 covered assistance and Section 3 business concerns about contracting opportunities generated by Section 3 covered assistance.
- b. Notifying potential contractors for Section 3 covered projects of the requirements of Part 75, Subpart C and incorporating the Section 3 clause set forth below in all solicitations and contracts in excess of \$100,000 as required at 24 CFR 75.27.

Section 3 Clause

The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this Agreement agree to comply with HUD's regulations in 24 CFR. Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

The Developer agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The Developer agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75 and agrees to take appropriate action, as provided in an

applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

The Developer acknowledges that contractors, and subcontractors are required to meet the employment, training, and contraction requirements of 24 CFR 75.19, regardless of whether Section 3 language is included in Developer agreements, program regulatory agreements, or contracts.

The Developer will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.

Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

The Developer agrees to submit, and shall require its subcontractors to submit to them, annual reports detailing the total number of labor hours worked on the Section 3 Project, the total number of labor hours worked by Section 3 Workers, and the total number of hours worked by Targeted Section 3 Workers, and any affirmative efforts made during the quarter to direct hiring efforts to low- and very low-income persons, particularly persons who are Section 3 workers and Targeted Section 3 workers.

Facilitating the training and employment of Section 3 workers and the award of contracts to Section 3 business concerns by undertaking activities such as described in Section 75.25(b), as appropriate, to reach the goals set forth in Section 75.23 and in Federal Register Vol. 85, No. 189, page 60909, until superseded by HUD in a subsequent publication. As of September 29, 2020, the minimum Section 3 benchmark is twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers; and five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers.

Documenting actions taken to comply with the foregoing requirements, the results of those actions taken and impediments, if any.

**16. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES
ACT OF 1970, AS AMENDED (42 U.S.C. 4601 et seq.) – “URA”**

The Developer understands that activities and projects it undertakes with CDBG–DR funds may be subject to the URA at 49 CFR Part 24, section 104(d) of the HCDA (42 U.S.C. 5304(d)), and CDBG program requirements related to displacement, relocation, acquisition, and replacement of housing, except as modified by waivers and alternative requirements provided in Federal Register Notices 88 FR 3198 and 88 FR 32046. In such Notices, HUD waived or provided alternative requirements for the purpose of promoting the availability of decent, safe, and sanitary housing with respect to the use of CDBG–DR funds allocated under the Consolidated Notice.

Developers are required to adopt the County’s Residential Anti-Displacement and Relocation Assistance Plan or establish separate optional relocation policies prior to undertaking any activity assisted with CDBG-DR funding which involves relocation. The written policy must be available to the public, describe the relocation assistance that the Developer has elected to provide, and provide for equal relocation assistance within each class of displaced persons according to 24 CFR 570.606(d).

In the event of displacement because of a federally funded award, Developers must comply with the URA, for any household, regardless of income, which is involuntarily and permanently displaced, and to comply with Section 104(d). The County also provides notice to Developers that any demolition or disposition of public housing is subject to Section 18 of United States Housing Act of 1937, as amended, and 24 CFR Part 970.

17. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

Per [2 CFR 200.216](#), Developer is prohibited from obligating or expending loan or grant funds to (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

As described in Public Law 117–328, section 208, subsection (a), covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country, is prohibited.

18. AGREEMENTS BETWEEN DEVELOPERS AND CONTRACTORS

- a. The Developer shall not enter into any agreement, written or oral, with any contractor or other party without the prior determination that the contractor or other party is eligible to receive federal funds and is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible contractors.

The terms “other party” is defined as public or private nonprofit agencies or organizations and certain (limited) private for-profit entities who receive grant funds from a Developer to undertake Approved Activities.

- b. An agreement between the Developer and any contractor or other party shall require:
 - i. Compliance with all State and Federal requirements described in this Agreement including, without limitation, those that pertain to labor standards, nondiscrimination, Americans with Disabilities Act, Equal Employment Opportunity and Drug Free Workplace, and prevailing wages.
 - ii. Maintenance of at least the minimum State required Workers' Compensation Insurance for those employees who will perform the Approved Activities.
 - iii. Maintenance, as required by law, of unemployment insurance, disability insurance and liability insurance, which is reasonable to compensate any person, firm, or corporation, who may be injured or damaged by the contractor, or any subcontractor, in performing the Approved Activities.
 - iv. Compliance with the applicable Equal Opportunity Requirements described in Section 3 of this Exhibit.
- c. Developer shall:
 - i. Perform Activities in accordance with Federal, state, and local regulations, as applicable.

19. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If a Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the Developer or Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment, or performance, the Developer or Contractor must comply with requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulation issued by the awarding agency.

20. PATENTS

The Developer shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, unless otherwise specifically stipulated in the Contract Document.

License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the Project must be reasonable, and paid to the holder of the patent, or its authorized license, direct by the Owner and not by or through the Developer or Contractor.

If the Developer uses any design device or materials covered by letters, patents or copyrights, he shall provide for such use by suitable agreement with the owner of such patented or copy-righted design device or material. It is mutually agreed and understood that without exception the contract prices shall include all royalties or costs arising from the use of such design, device, or materials, in any way involved in the work. The Developer and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device, materials, or any trademark or copy-right in connection with work agreed to be performed under this Agreement, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

21. COPYRIGHT

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Developer for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

22. DRUG-FREE WORKPLACE ACT OF 1988

- a. Publish and give a policy statement to all covered employees informing them that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the covered workplace and specifying the actions that will be taken against employees who violate the policy.
- b. Establish a drug-free awareness program to make employees aware of a) the dangers of drug abuse in the workplace; b) the policy of maintaining a drug-free workplace; c) any available drug counseling, rehabilitation, and employee assistance programs; and d) the penalties that may be imposed upon employees for drug abuse violations.
- c. Notify employees that as a condition of employment on a federal contract or grant, the employee must a) abide by the terms of the policy statement; and b) notify the employer, within 5 calendar days, if he or she is convicted of a criminal drug violation in the workplace.
- d. Notify the contracting or granting agency within 10 days after receiving notice that a covered employee has been convicted of a criminal drug violation in the workplace.

- e. Impose a penalty on or require satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is convicted of a reportable workplace drug conviction.
- f. Make an ongoing, good faith effort to maintain a drug-free workplace by meeting the requirements of the act.

23. EMPLOYMENT ELIGIBILITY VERIFICATION SYSTEM (E-VERIFY)

Developer must certify that they will verify employment eligibility of all new employees hired during the Agreement term through the U.S. Department of Homeland Security's E-Verify system.

Section 448.095, F.S., requires the following:

1. Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
2. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract
 - a. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to the employer to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov/>.
 - b. If the Developer or its contractors or consultants do not use E-Verify, they shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the Effective Date of the Developer Agreement.

24. SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS, AND ACCIDENT PREVENTION

- a. Use of Explosives: When the use of explosives is necessary for the prosecution of the work, the contractor shall observe all local, state, and Federal laws in purchasing and handling explosives. The contractor shall take all necessary precautions to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced, and the material shall be covered with suitable timber, steel, or rope mats.
- b. The contractor shall notify all owners of public utility property of intention to use explosives at least 8 hours before blasting is done close to such property. Any supervision or direction of use of explosives by the engineer does not in any way reduce the responsibility of the contractor or its Surety for damages that may be caused by such use.
- c. Danger Signals and Safety Devices: The contractor shall make all necessary precautions to guard against damages to property and injury to persons. The contractor shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades, and

other devices necessary to protect the public.

- d. Protection of Lives and Health: The contractor shall exercise proper precautions at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the worksite, which occur as a result of prosecution of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor, Part 1518, Safety and Health Regulations for Construction, as outlined in the Federal Register, Volume 36, No. 75, Saturday, April 17, 1971, Title 29 - LABOR, shall be observed and the contractor shall take, or cause to be taken,, such additional safety and health measures as the Developer may determine to be reasonably necessary.

25. PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of:

- a. Obtaining the County's approval of the Application for such assistance; or,
- b. Any other approval or concurrence of the County required under this Agreement, Title I of the Housing and Community Development Act of 1974, or State regulations with respect thereto; provided, however, that reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

26. CONFIDENTIAL FINDINGS

All the reports, information, data, etc., prepared or assembled by the Developer under any Agreement are confidential, and the Developer agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

27. ACCESS TO RECORDS – MAINTENANCE OF RECORDS

Lee County, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Developer or Contractor which are directly pertinent to this specific Agreement, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with any contract will be maintained in a central location by the unit of local government and will be maintained for a period of five (5) years from the official date of the County's final closeout of the grant.

28. INSPECTION

The authorized representative and agents of Lee County and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

29. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in any contract shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

BY: Matthe S. Young
Signature

8/26/2024
Date

Matthe S. Young
Name (print)

EXHIBIT I

CDBG-DR SPECIAL TERMS AND CONDITIONS

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

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

INITIAL RISK ASSESSMENT

The Developer has provided, or will provide, the County with information about the Developer’s experience, processes, policies, and procedures related to the management of Federal funding by the Developer. These submissions, in addition to discussions with the Developer, have been used by the County to assess the risk of noncompliance and capacity to compliantly execute the required activities for which the Agreement is made.

Should there be substantive changes to the organization, key personnel, methods, capacity, policies, or processes of the Developer that impact the implementation of this Agreement, the Developer shall notify the County of said changes within 30 days of those changes.

The Developer agrees to provide documents and information to the County, within 30 days of such a request made by the County, to facilitate its due diligence review as required by Federal Register Notice 88 FR 32046. Developer further agrees to comply with the requirements, requests, and results of the County’s due diligence and maintain the capacity to carry out disaster recovery activities in a timely and compliant manner at all times during the term hereof.

RISK ASSESSMENT

During the term of this Agreement, the Developer agrees to provide documents and information, within 30 days of such a request made by the County, to facilitate the County’s Developer risk assessment process. The Developer further agrees to comply with the requirements, requests, and results of the County’s risk assessment, including participation in Developer monitoring events.

SPECIAL CONDITIONS

Pursuant to Exhibit A, Scope of Work, and the Risk Assessment Sections, as referenced above, Developer agrees to adhere to the following Special Conditions:

- A. NONE

EXHIBIT J

DEVELOPER STAFF ORGANIZATION

The Developer must complete the following information, as applicable, as an extension of the requirements outlined within SECTION XIX. NOTICES of the Agreement. The Developer is not required to hire or create the following positions or titles but should assign the following roles to staff members who will serve as a primary point of contact for relevant responsibilities associated with that role.

Some projects or activities will not require a contact for all roles identified below. In addition, individual staff members may perform multiple roles. The Developer will complete the contact information for those roles which are applicable for successful completion of this project/activity and denote where a specific member is performing multiple roles. If certain roles are not applicable for implementation of this project/activity, please denote "Not Applicable" under the Contact Information for each role.

The Developer is responsible for providing an updated version of this Exhibit as contact information changes or updates are made to personnel which impact the roles and responsibilities. Descriptions of each role are outlined below.

Section 1: Developer Contract Administrator

Description

The Developer Contract Administrator (must be a Developer employee) is identified in ARTICLE I. NOTICES of the Agreement. Unless otherwise directed by the County, any notice, report, or other communication required by the Agreement shall be directed via the County's approved system or written to the Developer's Contract Administrator at the contact information identified in ARTICLE I. NOTICES of the Agreement.

Contact Information

Name: Marcus D. Goodson
Title: Development Consultant
Agency: Dunbar Improvement Association, Inc.
Address: 1625 Marsh Avenue, Fort Myers, FL 33905
Telephone: (239) 334-1303
Email: marcus@eaglerock3.com

Section 2: Project Manager

Description

The Developer's staff member who will serve as the primary contact and decision-maker for the project's implementation. This staff member is responsible for ensuring the project reaches established milestones and deadlines for completion, oversees all elements of project completion (e.g., procurement actions, reconciliations, contract management, administration), and is considered the administrator to ensure general and overall compliance of the project/activity with the CDBG-DR grant.

Contact Information

Name: Marcus D. Goodson
Title: Executive Director
Agency: Dunbar Improvement Association, Inc.

Address: 1625 Marsh Ave, Fort Myers, FL 33905
Telephone: (239) 334-1303
Email: marcus@eaqlerock3.com

Section 3: Section 3, Davis Bacon and Labor Standards Coordinator

Description

The Developer's staff member who will serve as the contact and subject matter expert for ensuring the project's compliance with Section 3 and Davis-Bacon and Related Acts (DBRA) labor standards. This staff member is responsible for actions such as providing guidance to (including conducting monitoring and oversight of) contractors and vendors on Section 3 and labor compliance requirements. This includes, but is not limited to, overseeing Section 3 goals reporting by contractors and vendors, conducting employee interviews, reviewing certified labor payrolls, and completing Section 3 and labor compliance reports for submission of performance data to the County. The Coordinator would likely be responsible for ensuring proper recordkeeping of such files to provide access to records by the County or other parties, as described in the Agreement, in support of monitoring, audits, and inspections.

Contact Information

Name: LaKreshia Ford
Title: Property Manager
Agency: Dunbar Improvement Association, Inc
Address: 1625 Marsh Ave, Fort Myers, FL 33905
Telephone: 239-334-1303
Email: pcga@palmcitygarden.com

This role will be handled by a consultant or other personnel who is not a part of the Dunbar Improvement Association's staff. The following information is for a team member who is also responsible for overseeing these duties.

Section 4: Section 504 Coordinator

Description

The Developer staff member who will serve as the contact and subject matter expert for ensuring the project's compliance with Section 504, the Americans with Disabilities Act of 1990 ("ADA") and ensuring meaningful access to persons who are Limited English Proficiency (LEP). This staff member is responsible for actions which include, but are not limited to, conducting a Section 504 evaluation or self-assessment of Developer facilities, detailing and tracking complaints or grievances on potential Section 504 or Civil Rights violations, and developing and maintaining Language Access Plans (LAPs) for LEP individuals, as applicable. The Coordinator would likely be responsible for ensuring proper recordkeeping of files to provide access to records by the County or other parties, as described in the Agreement, in support of monitoring, audits, and inspections.

Contact Information

Name: LaKreshia Ford
Title: Property Manager
Agency: Dunbar Improvement Association, Inc

Address: 1625 Marsh Ave, Fort Myers, FL 33905
Telephone: 239-334-1303
Email: pcga@palmcitygarden.com

This role will be handled by a consultant or other personnel who is not a part of the Dunbar Improvement Association's staff. The following information is for a team member who is also responsible for overseeing these duties.

Section 5: Fair Housing Coordinator

Description

The Developer staff member who will serve as the contact and subject matter expert for ensuring the project's compliance with Fair Housing requirements as outlined within the Agreement and Exhibits. This staff member is responsible for actions which affirmatively promote fair housing, which may include, but are not limited to, conducting, overseeing, and documenting fair housing activities, conducting affordable housing reports, and detailing and tracking complaints or grievances on potential Fair Housing violations, as applicable. The Coordinator would likely be responsible for ensuring proper recordkeeping of such files to provide access to records by the County or other parties, as described in the Agreement, in support of monitoring, audits, and inspections. *If this role is handled by a consultant or other personnel who is not a part of the Developer's staff, please also note a Developer staff member who is responsible for overseeing the acceptable completion of duties by personnel for this role.*

Contact Information

Name: **LaKreshia Ford**
Title: **Property Manager**
Agency: **Dunbar Improvement Association, Inc**
Address: **1625 Marsh Ave, Fort Myers, FL 33905**
Telephone: **239-334-1303**
Email: pcga@palmcitygarden.com

Section 6: Financial Manager

Description

The Developer staff member who will serve as the primary contact and subject matter expert for all financial management duties associated with the project. This staff member is most likely responsible for overseeing accounting actions such as accounts receivable, accounts payable, project budget setup, or encumbering the CDBG-DR dollars within the Developer's financial management system and/or fiscal year (FY) obligations of CDBG-DR dollars to the project/activity governed by this Agreement. Tasks of the Financial Manager may include, but are not limited to, approving project invoices, overseeing monthly account reconciliations, creating or approving annual budgets for expending CDBG-DR dollars under this project/activity, and being responsible for walking through accounting procedures for County staff. The Financial Manager would likely be responsible for ensuring proper recordkeeping of such financial and accounting records for access by the County or other parties, as described in the Agreement, in support of monitoring, audits, and inspections. *Given the segregation of duties for financial and accounting staff, the Financial Manager*

may also supervise or oversee multiple accounting clerks, financial analysts, or other financial staff who perform duties described above.

Contact Information

Name: **Vicki Collins**
Title: **Certified Public Accountant**
Agency: **Dunbar Improvement Association, Inc.**
Address: **1625 Marsh Ave, Fort Myers, FL 33905**
Telephone: **850-826-7076**
Email: vjcswcpa@aol.com

Section 7: Certification of Time Allocation

Are there any staff who are working on both CDBG-DR and non CDBG-DR programs?

YES NO

If so how many, and list names:

There are 4 team members who are working on both CDBG-DR and non CDBG-DR programs:

- Marcus D. Goodson
- LaKreshia Ford
- David Moore
- Vicki Collins

EXHIBIT K

CDBG-DR PROGRAM SUBROGATION AGREEMENT

This Subrogation and Assignment Agreement ("Agreement") is made and entered into by and between DUNBAR IMPROVEMENT ASSOCIATION, INC. (hereinafter referred to as "Developer") and Lee County (hereinafter referred to as "County").

In consideration of the Developer's receipt of funds or the commitment by the County to evaluate the Developer's application for the receipt of funds (collectively, the "Developer Award") under the Community Development Block Grant – Disaster Recovery Program (the "CDBG-DR Program") administered by the County, the Developer hereby assigns to the County all of the Developer's future rights to reimbursement and all payments received from any grant, subsidized loan, lawsuit, or insurance policies of any type or coverage, or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency ("FEMA") or the Small Business Administration ("SBA") (singularly, a "Disaster Program" and collectively, the "Disaster Programs"), that was the basis of the calculation of the Developer Award paid or to be paid to the Developer under the CDBG-DR Program and that are determined at the sole discretion of the County to be a duplication of benefit ("DOB"), as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from insurance, FEMA, or the SBA, or any other source, and whether or not such amounts are a DOB, shall be referred to herein as "Proceeds," and any Proceeds that are a DOB shall be referred to herein as "DOB Proceeds."

The Developer agrees to notify the County within five (5) business days of any additional or new payments, loans, grants, or awards by HUD, FEMA, SBA, the State of Florida, or any other entity not specifically disclosed in this Agreement. Further, the Developer understands and acknowledges the County's right and responsibility to enforce this requirement by recapturing all or a portion of the CDBG-DR Developer Award if the Proceeds received are determined to be DOB Proceeds within this CDBG-DR Program activity. The Developer will be required to pay back the received CDBG-DR Developer Award, which was found to be DOB Proceeds, within 30 days of receipt of the identified duplicative payment. The amount of DOB determined to be paid to the County shall not exceed the Developer Award amount received by the Developer from the CDBG-DR Program.

The Developer agrees to assist and cooperate with the County to pursue any of the claims the Developer has against insurers for reimbursement of DOB Proceeds under any such policies. The Developer's assistance and cooperation shall include, but not be limited to, allowing suit to be brought under the Developer's name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing records and other evidence, testifying at trial, and any other form of assistance and cooperation reasonably requested by the County. The Developer further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that the Developer would be entitled to under any applicable Disaster Program.

If requested by the County, the Developer agrees to execute such further and additional documents and instruments as may be requested to further and better assign to the County, to the extent of the Developer Award paid to the Developer under the CDBG-DR Program, the

policies, any amounts received under the CDBG-DR Program that are DOB Proceeds, and/or any right thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by the County to consummate and make effective for the purposes of this Agreement.

The Developer explicitly allows the County to request of any company with which the Developer held insurance policies, FEMA, SBA, or any other entity from which the Developer has applied for or is receiving Proceeds, any non-public or confidential information determined to be reasonably necessary by the County to monitor and enforce its interest in the rights assigned to it under this Agreement and give the Developer's consent to such company(ies) to release all information to the County.

If the Developer (or any lender to which DOB Proceeds are payable to such lender, to the extent permitted by superior loan documents) hereafter receives any DOB Proceeds, the Developer agrees to promptly pay such amounts to the County, if Developer received a Developer Award under the CDBG-DR Program in an amount greater than the amount the Developer would have received if such DOB Proceeds had been considered in the calculation of the Developer's award.

In the event that the Developer receives or is scheduled to receive any subsequent Proceeds, the Developer shall notify the County in the manner above of such subsequent Proceeds. The County will determine the amount, if any, of the subsequent Proceeds that are DOB Proceeds ("Subsequent DOB Proceeds"). Subsequent Proceeds in excess of the determined Subsequent DOB Proceeds shall not be requested from the Developer to provide to the County. Subsequent DOB Proceeds shall be remitted to the County as follows:

1. If the Developer has received full payment of the Developer Award, any Subsequent DOB Proceeds shall be remitted to the County.
2. If the Developer has received no payment of the Developer Award, any determined Subsequent DOB Proceeds shall be used by the County to reduce payments and the agreed-upon amount of the Developer Award to the Developer, and all Subsequent DOB Proceeds shall be retained by the Developer for use on the CDBG-DR Program activity.
3. If the Developer has received a portion of the Developer Award, any Subsequent DOB Proceeds shall be used, retained, and/or disbursed in the following order: **(A)** Subsequent DOB Proceeds shall first be used to reduce the remaining payments or agreed-upon amount of the Developer Award, and Subsequent DOB Proceeds in such amount shall be retained by the Developer for use on the CDBG-DR Program activity; and **(B)** any remaining Subsequent DOB Proceeds shall be remitted to the County.
4. If the County makes the determination that the Developer does not qualify to participate in the CDBG-DR Program or the Developer determines not to participate in the CDBG-DR Program, the Subsequent DOB Proceeds shall be returned to the Developer, less any portion of the Developer Award amount paid to the Developer and which needs to be remitted to the County, and this Agreement shall terminate.

Once the County has recovered an amount equal to the Developer Award paid to the Developer, the County will reassign to the Developer any right assigned to the County pursuant to this Agreement.

The Developer represents that all statements and representations made by the Developer regarding Proceeds received by the Developer shall be true and correct as of the date of the signing of this Agreement.

Warning: Any person who intentionally or knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 C.S.C. 3729.

The person executing this Agreement on behalf of the Developer hereby represents that he/she has received, read, and understands this notice of penalties for making a false claim or statement regarding Proceeds received by the Developer.

In any proceeding to enforce this Agreement, the County shall be entitled to recover all costs of enforcement, including actual attorney's fees.

**DUNBAR IMPROVEMENT
ASSOCIATION, INC.**

LEE COUNTY

By: Matthe S. Young
Signature: Matthe S. Young
Title: Secretary
Date: 8/26/2024

By: _____
Signature: _____
Title: _____
Date: _____