

**Lee County Board Of County Commissioners  
Agenda Item Summary**

Blue Sheet No. 20060629

**1. ACTION REQUESTED/PURPOSE:**

Approve Memorandum of Understanding/Addendum and Budget Resolution between the United Way and the Department of Human Services to administer the HOME Again funds in the amount of \$300,000 for hurricane housing recovery.

**2. WHAT ACTION ACCOMPLISHES:** Allows the Department of Human Services to administer \$300,000 for the rehabilitation and construction of homes damaged by hurricanes in Lee County.

**3. MANAGEMENT RECOMMENDATION: Approve**

**4. Departmental Category: 05**

**C5A**

**5. Meeting Date:**

**5-23-2006**

**6. Agenda:**

- Consent
- Administrative
- Appeals
- Public
- Walk-On

**7. Requirement/Purpose: (specify)**

- Statute
- Ordinance
- Admin. Code
- Other

**8. Request Initiated:**

Commissioner CW  
 Department Human Services  
 Division \_\_\_\_\_  
 By: Marsha Popkey, Housing Mgr.

**9. Background:** The United Way of Lee County applied for Home Again funding for disaster recovery. Lee County Department of Human Services will administer the Home Again funds for the Home Again Recovery Program (HARP) for housing repair and/or replacement of Lee County homes that were damaged by the 2004 – 2005 hurricanes.

Attachments: United Way MOU & Addendum  
 Budget Resolution  
 Grants at a Glance

**10. Review for Scheduling:**

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>[Signature]</i>	N/A	N/A	N/A	<i>[Signature]</i>	RK 5/11	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

**11. Commission Action:**

- Approved
- Deferred
- Denied
- Other

RECEIVED BY  
 COUNTY ADMIN. *[Signature]*  
 5-10-06  
 3:20  
 COUNTY ADMIN.  
 FORWARDED TO:  
 5/11/06  
 4:00

Rec. by CoAtty  
 Date: 5/10/06  
 Time: 2:15pm  
 Forwarded To:  
 3:00  
 Admin/Sha [Signature]

# RESOLUTION #

Amending the General Fund #00100 Budget for unanticipated receipts into Estimated Revenues and Appropriations for Fiscal Year 2005-2006.

**WHEREAS**, in compliance with the Florida Statutes 129.06(2), it is the desire of the Board of County Commissioners of Lee County, Florida, to amend the General Fund #00100 budget for \$300,000 of the additional revenue from Home Again Grant Proceeds and an appropriation of a like amount for salaries and rehabilitation grants and loans and;

**WHEREAS**, the General Fund #00100 budget shall be amended to include the following amounts which were previously not included.

## ESTIMATED REVENUES

Prior Total:		\$538,139,348
Additions		
11083500100.331570.9004	Home Again Grant Proceeds	\$300,000
Amended Total Estimated Revenues		\$538,439,348

## APPROPRIATIONS

Prior Total:		\$538,139,348
Additions		
11083500100.501210.1110	Salaries Full-time Regular	\$30,000
11083500100.508302.1132	Rehabilitation Grants & Loans	270,000
Amended Total Appropriations		\$538,439,348

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Lee County, Florida, that the General Fund #00100 budget is hereby amended to show the above additions to its Estimated Revenue and Appropriation accounts.

Duly voted upon and adopted in Chambers at a regular Public Hearing by the Board of County Commissioners on this \_\_\_\_ day of \_\_\_\_\_, 2006.

ATTEST:  
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY, FLORIDA

BY: \_\_\_\_\_  
DEPUTY CLERK

\_\_\_\_\_  
CHAIRWOMAN

APPROVED AS TO FORM

\_\_\_\_\_  
OFFICE OF COUNTY ATTORNEY

DOC TYPE YA  
LEDGER TYPE BA

FORWARD WITH AGREEMENT AND BLUE SHEET  
ALL INFORMATION IS REQUIRED - DO NOT LEAVE ANY BLANKS - USE N/A WHEN NOT APPLICABLE

## GRANT AT A GLANCE

### GRANT AWARD INFORMATION

1. County Grant ID (project #): 0834

2. Title of Grant: Home Again

3. Amount of Award: \$300,000.00

4. Amount of Match Required: 0

5. Type of Match: N/A  
(cash, in-kind etc)

#### 6. SOURCE OF GRANT FUNDS & CATALOG NUMBER:

FEDERAL  CFDA #14.239 STATE  CSFA #

7. Agency Contract Number: HA04-750

8. Contract Period: Begin Date: Sept. 1, 2005 End Date: September 1, 2007

9. Name of Subrecipient(s) N/A

10. Business Unit(s): 11083400100

11. Scope of Grant: **Funds are to be used to repair or replace homes damaged by the hurricanes. Applicants must be below 80% AMI**

12. Has this Grant been Funded Before?  YES  NO If YES When?

13. Is Grant Funding Anticipated in Subsequent Years?  YES  NO

14. If Grant Funding Ends Will This Program Be Continued at County Expense?  YES  NO  
If YES What is the Lee County Budget Impact:

1st Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year
4 <sup>th</sup> Year	5 <sup>th</sup> Year	

Check Box if Additional Information on Program and Budget Impact  
is provided in *Comment Section* on page 2

#### ADMINISTERING DEPARTMENT INFORMATION

1. Department: Department of Human Services

2. Contacts:

Program Mgr. Marsha Popkey	Phone #: 239-533-7941
Fiscal Mgr. Barbara Hollis	Phone # 239-533-7923

#### GRANTOR AGENCY INFORMATION

(The agency you signed this agreement with)

1. Grantor Agency: United Way of Lee County, Inc.

2. Program Title/Division: Home Again

3. Agency Contact: Jennifer Pelletier
4. Phone Number: 239-533-7964
5. Mailing Address: 2440 Thompson St., Ft. Myers, Fl 33901

**SOURCE OF FUNDS**

1. Original Funding  
Source: Florida Housing Finance Corporation  
(name of agency where funding originated from)

Pass Through Agency: United Way Of Lee County, Inc.

(middleman if any? Example: federal \$\$ from US DOT given to STATE of FL DOT-- -then from STATE DOT to Lee County DOT - - - STATE of FL DOT is the pass-through agency).

2. Additional Information for Other Agencies Involved: N/A

- 3a. Is the County a Grantee  
or Subrecipient in #3 above: NO

**REPORTING REQUIREMENTS**

1. Does this grant require a separate subfund? YES  NO

(Example: you need to return interest earnings)

Please Explain:

2. Is funding received in advance? YES  NO

(If YES, please indicate conditions for returning residual proceeds, or interest and the address to return it to, if different from the Grantor Agency Information)

**COMMENTS--INSTRUCTIONS:**

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**LEE COUNTY DEPARTMENT OF HUMAN SERVICES**  
**and**  
**LEE COUNTY UNITED WAY**

**April 11, 2005**

This letter will clarify and attest to the partnering relationship between the Housing Services Program, Lee County Human Services Department (DHS), and Lee County United Way, (on behalf of the Lee County Long Term Recovery Committee, LTRC) for housing rehabilitation and replacement services as part of the HOME Again funds for hurricane recovery.

The purpose of this agreement is to clarify the responsibilities and to ensure funds are spent in a timely manner, and meet all requirements of the Florida Housing Finance Corporation for the HOME Again Program.

United Way will charge FHFC 10% of the grant, (\$30,000) for Administrative Services and will make 12 monthly payments of \$2,500 to DHS to cover costs for the delivery of the program. DHS shall only bill for administrative costs for months when HOME Again activities were actually delivered.

Listed below are the responsibilities of the United Way.

- Market the program to area agencies and run ads as appropriate
- Process applications and provide initial screening for eligibility
- Forward files to DHS
- Maintain tracking log
- Utilize assigned case-managers to track and coordinate services
- Reimburse DHS for invoices related to approved costs for repair and replacement
- Process monthly invoices for Administrative Costs and all outstanding invoices by the 10<sup>th</sup> of each month

DHS responsibilities are:

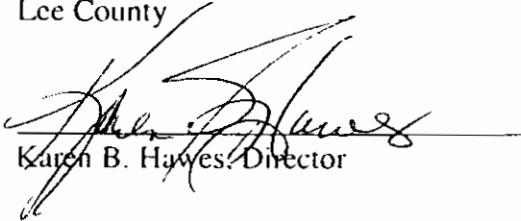
- Monitor United Way to ensure HOME Again program meets all FHFC requirements
- Review screened applicants and verify eligibility
- Coordinate estimates and scope of work
- Generate closing documents and record all documents as required
- Utilize Construction Manager and Rehabilitation Specialists for project delivery
- Organize materials delivery and coordinate volunteers for appropriate projects

- Manage bidding and Contractor Process for contracted projects
- Schedule inspections as required and perform inspections, including HQS
- Ensure materials are delivered as ordered
- Process payments for contactors and materials in a timely fashion

This MOU shall be reviewed on a quarterly basis to determine if adjustments or clarifications are needed.

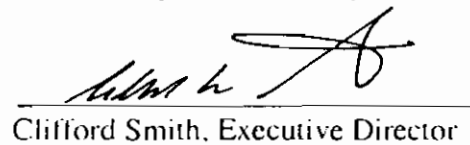
This MOU shall be consistent with all HUD approved guidelines and regulations as defined in 24 CFR Part 2.

Lee County



Karen B. Hawes, Director

United Way of Lee County



Clifford Smith, Executive Director

**ADDENDUM TO MEMORANDUM OF UNDERSTANDING  
BETWEEN  
LEE COUNTY DEPARTMENT OF HUMAN SERVICES  
and  
LEE COUNTY UNITED WAY  
HOME AGAIN**

**This Addendum is to clarify additional terms of this MOU .**

**The term of this agreement shall be from September 1, 2005 until September 1, 2007, or until all funds are spent, whichever is earliest.**

**The funds shall be allocated as follows:**

- **\$300,000 total**
- **\$270,000 for hurricane housing rehabilitation or replacement**
- **\$30,000 for administrative and salaries.**

United Way will reimburse DHS within 15 days following the receipt of the invoice, providing all documentation is attached and legible.

Lee County DHS will insure that all families are eligible for Home Again assistance and all expenses paid are eligible under the Home Again program.

The United Way, Inc. shall indemnify, defend, save and hold harmless, the County, its officers, agents and employees from all suits, actions, claims, demands, and liabilities of any nature whatsoever arising out of, because of, or due to breach of this Memorandum of Understanding, and due to any act or occurrence of omission or commission of the agreement. The parties agree that this paragraph shall not waive sovereign immunity of the County, nor waive the benefits of Section 768.28 and 335.055, F.S., or any similar provision.

Any dispute on a claim arising out of or related to this Contract will be presented through the County's representative herein to the Department of Human Services Director for informal resolution.

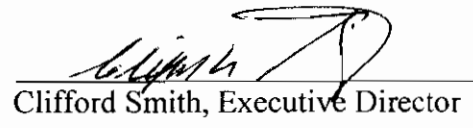
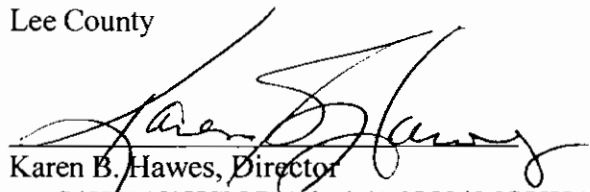
Either party may terminate this contract with thirty (30) calendar days written notice to the Director, Department of Human Services, or by certified mail to the United Way, Inc.

This MOU shall be consistent with all Housing and Urban Development approved guidelines and regulations as defined in 24 CFR, Part 2.

**IN WITNESS WHEREOF** the parties hereto have affixed their signatures:

Lee County

United Way of Lee County



Karen B. Hawes, Director

Clifford Smith, Executive Director

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