

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

January 11, 2007

Blue Sheet No. 20070087

1. ACTION REQUESTED/PURPOSE: Terminate Contract #3504 with DIAD in the amount of \$118,000.

2. WHAT ACTION ACCOMPLISHES: Terminates HOME Contract #3504 with DIAD and will allow the funds to be redistributed to a qualifying affordable housing provider in Lee County by method of Request for Proposals.

3. MANAGEMENT RECOMMENDATION: Approve.

4. Departmental Category: 05

C5A

5. Meeting Date:

FEB 06 2007

6. Agenda:

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

7. Requirement/Purpose: (specify)

- Statute
- Ordinance
- Admin. Code AC-4-4
- Other

8. Request Initiated:

Commissioner _____
 Department Human Services
 Division _____
 By: Karen B. Hawes, Director

9. Background:

An audit conducted for the County found serious irregularities with the financial management of DIAD. There have been no misappropriations of County funds noted. HOME Contract #3504 has been suspended since the beginning of the audit and has not been reinstated. Blue Sheet 20061712 canceling SHIP Contracts #3514 and #3570 has already been approved. The SHIP and HOME contracts were to be used on the same project, and with the absence of SHIP funding, the completion of HOME Contract #3504 cannot be expected. A strategic plan was requested in November and has not been provided to date. As stated in HOME contract #3504 Article VIII, Suspension/Termination, the Board must decide that the cancellation of this contract is in the best interest of the County. Approval of the contract termination will allow the Department of Human Services to reallocate funds to a qualifying affordable housing provider by Request for Proposals.

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.	
<u>[Signature]</u>	<u>[Signature]</u>	N/A	N/A	<u>M. Clay A. Bowers</u>	<u>RK/23</u>	<u>MP 1-23-07</u>	<u>[Signature]</u>	<u>[Signature]</u>	<u>1-23-07</u>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN: <u>MP</u>
<u>1/12/07</u> 9:45
<u>[Signature]</u>
COUNTY ADMIN FORWARDED TO:
<u>1/23</u> 4:30
<u>to PR</u>

Rec. by CoAtty
Date: <u>1/18/07</u>
Time: <u>3:08pm</u>
Forwarded To:



LEE COUNTY
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

January 10, 2007

Bob Janes
District One

A. Brian Bigelow
District Two

Ray Judah
District Three

Tammy Hall
District Four

Frank Mann
District Five

Donald D. Stilwell
County Manager

David M. Owen
County Attorney

Diana M. Parker
County Hearing Examiner

Mrs. Melvin Morgan, Vice President
DIAD, Inc.
1944 French St.
Fort Myers, FL 33916

Mrs. Morgan,

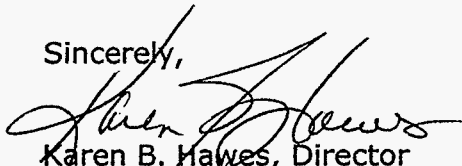
We regret to inform you that the Lee County Department of Human Services will be recommending the Lee County Board of County Commissioners terminate Lee County Contract 3504. An official 24-hour notice to terminate the contract will be issued pending the approval.

The Department requested detailed and clear information regarding the audit and investigation of financial mismanagement, which was not submitted. The Department has also requested a written statement indicating the DIAD Board's decision on the continuance of this contract, which was not submitted. This most recent request was due on December 29, and an extension was given until January 5. As of today's date, this has not been submitted.

Federal regulations require the HOME funds be committed to projects within 24 months of award, or by September 30, 2007 for these funds. In the most recent correspondence, there was not persuasive evidence that a viable project exists and that the HOME contract can be completed.

Because of the omissions and delays, as well as insufficient project funding, the Department can no longer continue this contract with DIAD. Again, following Board approval, a formal notice will be issued by certified mail. The County wishes DIAD luck and success with the reorganization and any future projects.

Sincerely,



Karen B. Hawes, Director
Lee County Department of Human Services

CC: Mrs. Melvin Morgan
2196 Pauldo Street
Fort Myers, FL 33916

Candace Hicks, DIAD, Inc.
Don Stilwell, Lee County Manager
Pete Winton, Assistant County Manager
Ann Arnall, Deputy Director, Department of Human Services
Cyndy Calfee, Contract Specialist, Department of Human Services

Bob Janes
District One

Douglas R. St. Cerny
District Two

Ray Judah
District Three

Tammy Hall
District Four

John E. Albion
District Five

Donald D. Stilwell
County Manager

David M. Owen
County Attorney

Diana M. Parker
County Hearing
Examiner

November 22, 2006

Mrs. Melvin Morgan, Vice President
DIAD, Inc.
1944 French St.
Fort Myers, FL 33916, DIAD

Dear Mrs. Morgan,

The Department of Human Services understands the Board is considering the future of DIAD at this time, and that part of that decision will relate to current funding as well as future opportunity.

Lee County Contract #3504 for HOME funding is currently suspended pending the board's decision on this matter. However, the Department has not been notified of a pending Board date or when this decision is expected to be made.

The Department must plan appropriately for the timely spending of this contract. According to the contract and funding source requirements, the funds must be committed to eight home sites by September 30, 2007, and the contract end date is December 31, 2007.

At this time, we must request a decision on this contract by no later than Friday, December 29, 2006. Please submit the decision in writing. If you have any questions, please do not hesitate to contact me.

Sincerely,



Cyndy Calfee, Contract Specialist
Lee County Department of Human Services



CONTRACT AMENDMENT

Submit (3) three originals

PROVIDER: DIAD, Inc.

Date of Request: September 1, 2006

Effective Date of Amendment: September 1, 2006

Contract No. 3504

Amendment No.: 1

Justification (Explain why amendment is needed)

The SHIP funding that is being used to supplement the HOME funds is structured so that one-half of the funding will not become available until FY 06-07. Therefore, Exhibit 5A will have two due dates: four homes must have set up forms submitted by September 30, 2006 and four must have set up forms submitted by September 30, 2007.

A. Language Modification (reference appropriate contract article). Change Article III, Section C Contract Deliverables:

EXHIBIT 5A - Project Set Up Form for each four homes/project sites - Due: No later than September 30, 2006. Project Set Up Form for four additional homes/project sites - Due: No later than September 30, 2007.

B. Budget Amendment (attach revised detailed budget - original, revised, & percent of change. Include contract number and effective date of amendment on attachment.) No budget amendment is required.

LEE COUNTY

Verified by: Cynthia Caspe

Title: Contract Specialist

Date: 8/31/06

Reviewed by: [Signature]

Title: Deputy Director

Date: 8/31/06

Approved by: [Signature]

Title: Director, Department Human Services

Date: 8/31/06

PROVIDER:

Authorized Official: [Signature]

(signature)

Name typed: MARK WHITE

Title: Executive Director

Date: September 11, 2006

Distribution of originals: 1) Provider 2) Department of Human Services 3) Minutes Department, Clerk of Courts

Original



LEE COUNTY
SOUTHWEST FLORIDA
BOARD OF COUNTY COMMISSIONERS
DEPARTMENT OF HUMAN SERVICES

U.S. Department of Housing and Urban Development
HOME Investment Partnership

SUBRECIPIENT CONTRACT

with

DIAD, Inc.

May 1, 2006 – December 1, 2007

Effective Date: Lee County Fiscal Year 2006

CFSA # _____
CFDA # 14.239
Contract No. 3504
Funding Source: US Department of
Housing & Urban Development, HOME
Investment Partnership

STANDARD NONPROFIT CONTRACT/Line Item

**CONTRACT BETWEEN
THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS
And
DIAD, INC.**

THIS CONTRACT is entered into this 1st day of May 2006, between Lee County, hereinafter referred to as "**COUNTY**" and DIAD, Inc, a Nonprofit Corporation existing under the laws of the State of Florida and a Certified Housing Developer Organization, hereinafter referred to as "**PROVIDER**".

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

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

ARTICLE I SCOPE OF SERVICES

Funds are to be used for the construction of eight single-family homes in Campbell Acres as proposed in the approved application. The assisted units will represent eight low-income households as defined by the guidelines from the U.S. Department of Housing and Urban Development. Units will be built to accommodate special needs or disabilities upon request. Program(s) must be implemented to serve residents of Lee County in accordance with the approved proposal(s), exhibits/attachments.

ARTICLE II TERM OF CONTRACT

This Contract shall begin **May 1, 2006** and end **December 31, 2007** unless terminated as specified in Article VIII, Suspension/Termination.

ARTICLE III COMPENSATION AND REPORTS

A. Contract Payment

The **COUNTY** will make payments to the **PROVIDER** and the **PROVIDER** agrees to accept as full compensation the total amount not to exceed **\$ 118,000** as referenced in the Consolidated Plan submitted to HUD for FY 2005. Payments will be authorized only for services provided during the term of the contract and prior to the payment request date. Payment is subject to the provisions of Article III B Deferred Payment/Return of Funds and

Article VIII, Suspension/Termination. Funding is contingent upon the availability of funds.

B. Deferred Payment/Return of Funds

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

If as a result of monitoring or audit, unallowable or unsupported costs are found, no further payments will be made until the full amount of overpayment is remitted to Lee County or a repayment agreement is accepted by Lee County. If the monitoring or audit occurs after the term of this contract, the **PROVIDER** will be required to remit funds to the **COUNTY** in accordance with the repayment conditions below.

The **PROVIDER** agrees to return to the **COUNTY** any overpayments due to funds disallowed pursuant to the terms of this Contract. Such funds shall be considered **COUNTY** funds and must be refunded to the **COUNTY** within thirty (30) days of receiving notice from the **COUNTY** in writing regarding the overpayment. Should repayment not be made in a timely manner, the **COUNTY** will charge interest of one (1) percent per month compounded on the outstanding balance after forty (40) calendar days after the date of notification or discovery. The **PROVIDER** will be required to reimburse the **COUNTY** for any acts of non-compliance resulting in disallowed costs or fines.

C. Contract Deliverables

1. Required Reports (check if included in contract)

EXHIBIT 1 - Payment Request for Line item contract- Due monthly by the 20th of the following month

All payments will be reimbursement for expenses already paid for services rendered during the contract period. Required documentation will include vendor invoice, payroll journal, or other original documentation, as well as a copy of the **PROVIDER'S** check.

EXHIBIT 1A - Allocation by Service Activity – SHP only

EXHIBIT 2 – Program/Demographics – Due 20 days following reporting period.

EXHIBIT 3 – Performance Outcomes Report

EXHIBIT 4 - Unit Rate Analysis Report – Due: 30 days following the end of the contract period.

EXHIBIT 5- Annual Progress Report or Project Closeout Report - Closeout Report is due 120 days from the receipt of the final draw for each property/site address

EXHIBIT 5A- Project Set Up Form for each home/project site – Due: No later than September 30, 2006

EXHIBIT 6 - Certificate of Insurance

- EXHIBIT 7 – Statement of Work**
- EXHIBIT 8 – Fixed Assets Inventory**

2. Required Documents

- Audited Financial Statement and Management Letter for fiscal year (s) in which contract funds are expended. – Due 180 days following the end of **PROVIDER’S** fiscal year (s).
- Monitoring Reports – A copy of monitoring reports provided by other agencies including the agencies response for programs funded by **COUNTY** will be due no later than **30 days** after receipt by the **PROVIDER**.

D. Contract Closeout

1. Partnering for Results: Unit rate Analysis Report due **30 days** following end o of contract.
2. Partnering for Results: Final Payment Request due **4 days** following end of contract.
3. **HOME – Closeout Report is due 120 days from the receipt of the final draw for each property/site address.**
4. Supportive Housing Program – Final payment request and Annual Progress Report will be due 45 days from last day of the 12 month period service delivery.
5. CDBG – Final payment request and demographics reports due by the 20th of the month following term end.
6. Challenge Grants – A final closeout payment request may be submitted no later than 10 days after the end of the contract term or project completion date.
7. State Mandated: Final Payment Request due **4 days** following end of contract.

ARTICLE IV AUDITS, MONITORING, AND RECORDS

A. Monitoring

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

Following such monitoring the **COUNTY** will deliver to the **PROVIDER** a written report regarding the manner in which services are being provided. The **PROVIDER** will rectify all noted deficiencies within the specified period of time indicated in the monitoring report or provide the **COUNTY** with a reasonable and acceptable justification for not correcting the

noted shortcomings. The **PROVIDER'S** failure to correct or justify the deficiencies within the time specified by the **COUNTY** may result in the withholding of payments, being deemed in breach or default, or termination of this Contract.

PROVIDER must supply **COUNTY** with copies of all monitoring reports of programs that are funded by the **COUNTY** including agency response, within thirty (30) days of receipt.

B. Audits and Inspections

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

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

C. Records

The **PROVIDER** shall retain all financial, client demographic, and programmatic records, supporting documentation, statistical records and other records which are necessary to document service provision, client demographics, expenditures, income and assets of the **PROVIDER** by funding source, program, and functional expenses category during the term of this contract and five (5) years from the date of contract expiration. If any litigation, claim, negotiation, audit, or other action involving the records has been initiated before the expiration of the 5-year period, the records shall be retained for one (1) year after the final resolution of the action and final resolution of all issues that arise from such action.

D. Independent Audit

An original, bound audit of the agency's financial statements in accordance with Generally Accepted Accounting Principals (GAAP) and/or current Generally Accepted Government Auditing Standards (GAGAS) as applicable is required and must include the following:

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

The audit must be submitted to the **COUNTY** no later than one hundred eighty (180) days following the end of **PROVIDER'S** fiscal year along with any corrective action plan if applicable. Failure to submit the report within the required time frame will result in the withholding of payment requested, or termination of the contract by the **COUNTY**.

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

ARTICLE V AMENDMENTS

PROVIDER must request a contract amendment in writing detailing the nature of and justification for the requested amendment. The **COUNTY** reserves the right to approve or deny all contract amendments. An approved amendment shall be documented on the contract amendment form and signed by both parties.

ARTICLE VI CONTRACTOR STATUS

A. Independent Contractor

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

B. Subcontracts

Primary roles and responsibilities of **PROVIDER** cannot be subcontracted. It is mutually agreed that any County-funded program component that is subcontracted by **PROVIDER** must have a written contract upon execution of this contract. The **PROVIDER** must ensure each subcontractor conforms to the terms and conditions of this Contract and must be subject to indemnification as stated in Article VII.

ARTICLE VII RISK MANAGEMENT

A. Indemnification

The **PROVIDER** will defend, hold harmless, and indemnify the **COUNTY** from and against any and all liability, loss, claims, damages, wages or overtime compensation due its employees, costs, attorneys' fees, and expenses of whatever kind or nature which the **COUNTY** may sustain, incur, or be required to pay either by reason of the loss or improper use of any monies disbursed or to be disbursed hereunder including but not limited to fraud, embezzlement, or dishonesty on the part of any person represented or employed by the **PROVIDER**, or by reason of the intentional or negligent act of the **PROVIDER** or its agents, representatives and/or employees.

The **PROVIDER** further agrees that it will, at its own expense, defend any and all claims, actions, suits, or proceedings that may be brought against the **COUNTY** in connection with the above and satisfy, pay, and discharge any and all judgments or other resolution of claims that may be entered against the **COUNTY** in any such action or proceedings.

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

B. Insurance

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

Certificate(s) of Insurance ***naming Lee County Board of County Commissioners as Certificate Holder*** will be attached to this contract as an exhibit. Certificate(s) must be provided for the following:

1. **Workers' Compensation** – Statutory benefits as defined by Florida Statute 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees. Employers' liability will have minimum limits of:
\$100,000 per accident
\$500,000 disease limit
\$100,000 disease limit per employee

Coverage may be waived for organizations with fewer than four employees.

2. **Commercial General Liability** – Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability, and broad form property damage exposures with minimum limits of:
\$100,000 bodily injury per person (BI)
\$300,000 bodily injury per occurrence (BI)

\$100,000 property damage (PD) or
\$300,000 combined single limit (CSL) of BI and PD

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

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

C. Notice of Cancellation or Modification

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

ARTICLE VIII SUSPENSION/TERMINATION

A. Suspension

The **COUNTY** reserves the right to suspend funding for failure to comply with the requirements of this contract.

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

B. Termination by COUNTY

The **COUNTY** may at any time and for any reason cancel this Contract by giving twenty-four (24) hours written notice to the **PROVIDER** by certified mail following a determination by the Board of County Commissioners, at its sole discretion, that such cancellation is in the best interest of the people of the **COUNTY**. From the date of cancellation, neither party shall have any further obligation unless specified in the termination notice.

C. Termination by PROVIDER

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

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

ARTICLE IX ASSURANCE, CERTIFICATIONS, AND COMPLIANCE

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

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

- A. That they will comply with all applicable laws, ordinances and regulations of the United States, the State of Florida, the **COUNTY**, and the municipalities as said laws, ordinances and regulations exist and are amended from time to time. In entering into this contract, the **COUNTY** does not waive the requirements of any **COUNTY** or local ordinance or the requirements of obtaining any permits or licenses that are normally required to conduct business or activity contemplated by the **PROVIDER**.
- B. That they will comply with all federal, state and local anti-discrimination laws that are applicable to the **PROVIDER**.
- C. That they will administer its programs under procedures, supervision, safeguards, and such other methods as may be necessary to prevent fraud and abuse, and that it will target its services to those who most need them.
- D. That if clients are to be transported under this contract, the **PROVIDER** will comply with the provisions of Chapter 427, Florida Statutes, which requires the coordination of transportation for the disadvantaged.
- E. That any products or materials purchased with Contract funds shall be procured in accordance with the provisions of Chapter 403.7065, Florida Statutes, which refers to the procurement of products or materials with recycled content.
- F. That they will comply with Chapter 39.201, Florida Statutes, that any person who knows, or has reasonable cause to suspect, that a child is abused, abandoned, or neglected by a parent, legal custodian, caregiver, or other person responsible for the child's welfare, as defined in this chapter, shall report such knowledge or suspicion to the Central Abuse Hotline (1-800-342-3720).

- G. That they will comply with Chapter 415.1034, Florida Statutes, that any person who knows or has reasonable cause to suspect that a vulnerable and or disabled adult has been abused, neglected, or exploited, shall immediately report such knowledge or suspicion to the National Center on Elder Abuse Hotline (1-800-962-2873).
- H. That if personnel in programs under this contract work directly with children or youths and vulnerable or disabled adults, the **PROVIDER** will comply with the provisions of Chapters 435.03 and 435.04, Florida Statutes, which requires employment screening.
- I. That they will comply with Chapter 216.347, Florida Statutes, which prohibits the expenditure of contract funds for the purpose of lobbying the legislature, state or **COUNTY** agencies.
- J. That they will notify the **COUNTY** immediately of any funding source changes and/or additions from other sources that are different from that shown in the **PROVIDER'S** application. This notification must include a statement as to how this change in funding affects provision of service as well as the use of and continued need for **COUNTY** funds.
- K. That they will acknowledge support for activities funded wholly or in part by **COUNTY** funds.
- L. That they will notify the **COUNTY** of any SIGNIFICANT changes to the **PROVIDER** organization to include articles of incorporation and bylaws within ten (10) working days of the effective date.

**ARTICLE X HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
(HIPAA)**

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

ARTICLE XI NOTICES

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


PROVIDER:

Name: Mark White
 Title: Executive Director
 Agency: DIAD, Inc.
 Address: 3901 Dr. Martin Luther King Blvd. Suite 119
Fort Myers, FL 33902
 Telephone: (239)334-2220
 Fax: (239)337-3662
 E-Mail: diad1987@aol.com

COUNTY:

Name: Attn: Cyndy Calfee
 Title: Contract Specialist
Lee County Department of Human Services
 Address: 2440 Thompson Street
Fort Myers, Florida 33901
 Telephone: (239) 533-7935
 Fax: (239) 533-7960
 E-Mail : ccalfee@leegov.com

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

Mark White
 Name (printed/typed)

 Signature
Executive Director
 Title

OR _____
 Name (printed/typed)

 Signature

 Title

In the event that either party designates different representatives after execution of this Contract, notice of the name and address of the new representative will be rendered in writing by authorized officer of **PROVIDER** to the **COUNTY**. The notification shall be attached to originals of this Contract.

ARTICLE XII SPECIAL PROVISIONS

1. If needed, **PROVIDER** may be called upon to assist **COUNTY** during a natural disaster or emergency.
2. Agency will maintain certification as a Community Housing Development Corporation as defined by the U.S. Department of Housing and Urban Development.

ARTICLE XIII ALL TERMS AND CONDITIONS INCLUDED

This Contract and its attachments, and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this contract is legally determined unlawful or unenforceable, the remainder of the contract shall remain in full force and effect and such terms or provisions shall be stricken.

IN WITNESS THEREOF, PROVIDER and COUNTY have caused this 11-page Contract and all Contract Exhibits and Attachments as indicated on next page to be executed by their undersigned officials as duly authorized.

PROVIDER:

By: DIAD, Inc.
Name (print)

M. White

(Signature of authorized officer)

Executive Director

Title

4/18/06

Date

**STATE OF FLORIDA
COUNTY OF LEE**

The foregoing instrument was acknowledged before me this 3rd day of May, 2006,

by Merquis White who is personally known*

to me or who has produced _____ as identification and who did (did not) take an oath.


NOTARY:

Candace M. Hicks

Notary of Public (Signature)

Name (typed)

Candace m. Hicks

NOTARY PUBLIC-STATE OF FLORIDA
 Candace M. Hicks
Commission # DD462958
Expires: AUG. 17, 2006
Bonded Thru Atlantic Bonding Co., Inc.

COUNTY: LEE COUNTY

By: Tammara Hall
Name (print)

Tammara Hall Vice-Chair

(Signature of authorized officer)

for Chairwoman, Board of County Commissioners

Title

5/9/06

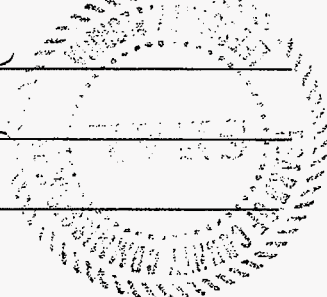
Date

ATTEST: CLERK OF CIRCUIT COURT

By: Lucia H. Purci

Title: Deputy Clerk

Date: 5/9/06



**APPROVED AS TO FORM:
COUNTY ATTORNEY'S OFFICE**

By: Andrea B. Fraser

Title: Assistant County Attorney

Date: May 15, 2006

Lee County
Department of Human Services

CONTRACT EXHIBITS & ATTACHMENTS

Check applicable items:

EXHIBITS

(Required Reports/Documentation):

- | | |
|--------------|------------------------------|
| ✓ Exhibit 1 | Payment Request |
| Exhibit 2 | Program/Demographics/ Report |
| Exhibit 3 | Performance Outcomes Report |
| Exhibit 4 | Unit Cost Analysis Report |
| ✓ Exhibit 5 | Closeout Report |
| ✓ Exhibit 5A | Project Set Up Form |
| ✓ Exhibit 6 | Certificates of Insurance |
| ✓ Exhibit 7 | Statement of Work |
| Exhibit 8 | Fixed Assets Inventory |

ATTACHMENTS

Attachment A Program Guidelines

EXHIBIT 1: MONTHLY PAYMENT REQUEST

Mail to: Lee County Department of Human Services
 ATTN: Cyndy Calfee, Contract Specialist
 2440 Thompson Street
 Ft. Myers, FL 33901

Phone: (239) 533-7935 FAX: (239) 533-7960
 E-Mail: ccalfee@leegov.com

Contract No. _____

Reporting period: ____/____/____

Check appropriate line:
 Regular Reimbursement
 Final Reimbursement

Agency: DIAD
 Mailing Address: 3902 Dr Martin Luther King Blvd. Suite 119
Fort Myers, Florida 33902
 Phone: (239) 334-2220 FAX: (239) 337-3662
 E-mail: diad1987@aol.com

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

A. Approved Budget Categories	B. HOME Project Funds	C. IDIS Set-up Form and Environmental Checklist Submitted (Yes No)	D. Balance Forward end of prior month	E. Total Paid Expenditures for Reporting Period	F. Remaining Balance End of Reporting Period (Col. D-E)	G. Total Match Expenditures for Reporting Period	H. Source of Match	I. Total Match Expenditures Year to Date
Site 1 (Address)	\$ 14,750.00							
Site 2 (Address)	\$ 14,750.00				\$ -			
Site 3 (Address)	\$ 14,750.00				\$ -			
Site 4 (Address)	\$ 14,750.00				\$ -			
Site 5 (Address)	\$ 14,750.00				\$ -			
Site 6 (Address)	\$ 14,750.00				\$ -			
Site 7 (Address)	\$ 14,750.00				\$ -			
Site 8 (Address)	\$ 14,750.00				\$ -			
Total:	\$ 118,000.00			\$ -	\$ -	\$ -	\$ -	\$ -

AGENCY CERTIFICATION	
I certify that all transactions reported above have been made in compliance with all applicable statutes and regulations, in accordance with the approved HOME contract.	
AMOUNT REQUESTED:	_____
SIGNATURE AUTHORIZED OFFICIAL:	_____
DATE:	_____

DEPARTMENT OF HUMAN SERVICES AUTHORIZATION OF PAYMENT	
AUTHORIZED BY:	_____
AMOUNT AUTHORIZED:	_____
IDIS #	_____
DATE:	_____

Homebuyer/Homeowner Rehab Completion Report HOME Program

U.S. Department of Housing
and Urban Development
Office of Community Planning
and Development

OMB Approval No. 2506-0171
(Exp. 05/31/2007)

Mark the appropriate box:
 Original Submission Revision

Part A: Activity Information

1. Activity Number	2. Name of Participant	3. Participant's Tax ID Number	4. CHDO Tax ID Number
5. Name & Phone Number of person completing this form		6. Type of Property (check one): (1) <input type="checkbox"/> 1-4 Single Family (3) <input type="checkbox"/> Cooperative (2) <input type="checkbox"/> Condominium (4) <input type="checkbox"/> Manufactured Home	

Part B: Financial Structure of Activity

Type of Activity Financed (check one):
 (1) Rehabilitation Only (3) Acquisition Only (5) Acquisition & New Construction
 (2) New Construction Only (4) Acquisition & Rehabilitation

Activity Costs

1. HOME Funds

	Annual Interest Rate %	Amortization Period Yrs.	\$
(1) Direct Loan			\$
(2) Grant			\$
(3) Deferred Payment Loan (DPL)			\$
(4) Community Housing Development Organization (CHDO) Loan			\$
a. TA Loan			\$
b. Seed Loan			\$
Total CHDO Loan (Total Items 4a and 4b)			\$
(5) Other			\$
Total HOME Funds (Total Items 1-5)			\$

2. Public Funds

(1) Other Federal Funds			\$
(2) State/Local Appropriated Funds			\$
(3) State/Local Tax Exempt Bond Proceeds			\$
Total Public Funds (Total Items 1-3)			\$

3. Private Funds

	Annual Interest Rate %	Amortization Period Yrs.	\$
(1) Private Loan Funds			\$
(2) Owner Cash Contribution			\$
(3) Private Grants			\$
Total Private Funds (Total Items 1-3)			\$

4. HOME Program Income	\$
------------------------	----

5. Total Activity Costs (Total All Items)	\$
--	-----------

Part C: Financial Assistance to Homebuyer

Note: Complete for homebuyer activities only.

1. Initial Purchase Price				\$
2. Appraised Value				\$
3. Total HOME Funds for Downpayment Assistance [sum of 3(a), 3(c), and 3(d)]				\$
(a) Direct Loan	Annual Interest Rate %	Amortization Period Yrs.	\$	
(b) Grant			\$	
(c) Deferred Payment Loan			\$	
(d) Other			\$	
4. HOME Program Income for Downpayment Assistance				\$
5. Total HOME Funds for Downpayment Assistance (Items 3-4)				\$

Part D: Complete for homeowner rehabilitation activities only.

1. After Rehabilitation Value	\$
2. Single Family Mortgage Limit	\$

Part E: Household Characteristics. Complete the first line for the unit to be occupied by an owner. Fill out the second (third/fourth) line(s) for the rental unit(s), if any. For an unoccupied unit, enter unit number, number of bedrooms, and 9 for occupancy.

Activity Address	Activity Number
------------------	-----------------

Unit No.	No. of Bedrooms	Occupancy	Tenant Contribution	Subsidy Amount	Total Rent	% of Area Median	Hispanic y=yes n=no	Race of Head of Household	Size of Household	Head of Household	Rental Assistance
	0-SRO 1-1Bdrm 2-2Bdrm 3-3Bdrm 4-4Bdrom 5-5 or more Bdrms	1-Tenant 2-Owner 3-Vacant				1-0-30% 2-30-50% 3-50-60% 4-60-80%		11-White 12-Black or AfricanAmerican 13-Asian 14-American Indian or Alaska Native 15-Native Hawaiian or Other Pacific Islander 16-American Indian or Alaska Native & White 17-Asian & White 18-Black or AfricanAmerican & White 19-American Indian or Alaska Native & Black or African American 20-Other Multi Racial	1-1 Person 2-2 Persons 3-3 Persons 4-4 Persons 5-5 Persons 6-6 Persons 7-7 Persons 8-8 or more Persons	1-Single/ NonElderly 2-Elderly 3-Related/ SingleParent 4-Related/ Parent 5-Other	1-Section 8 2-HOME TBA 3-Other Assistance 4-No Assistance

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

The HOME statute imposes a significant number of data collection and reporting requirements. This includes information on assisted properties, on the owner or tenants of the properties, and on other programmatic areas. The information will be used: 1) to assist HOME participants in managing their programs; 2) to track performance of participants in meeting fund commitment and disbursement deadlines; 3) to permit HUD to determine whether each participant meets the HOME statutory income targeting and affordability requirements; and 4) to permit HUD to determine compliance with other statutory and regulatory program requirements. This data collection is authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act or related authorities. Access to Federal grant funds is contingent on the reporting of certain activity-specific elements. Records of information collected will be maintained by the recipients of the assistance. Information on activities and disbursements of grant funds is public information and is generally available for disclosure. Recipients are responsible for ensuring confidentiality when public disclosure is not required.

Sensitive Information: Some of the information collected on this form is considered sensitive and is protected by the Privacy Act. The Privacy Act requires that these records be maintained with appropriate administrative, technical, and physical safeguards to ensure their security and confidentiality. In addition, these records should be protected against any anticipated threats or hazards to their security or integrity which could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom the information is maintained. Recipients are responsible for ensuring confidentiality when public disclosure is not required.

Instructions for Completing the Homebuyer/Homeowner Rehabilitation Completion Report HOME Program

Read the instructions for each item carefully before completing the form. Use a typewriter or print carefully with a ballpoint pen. Prepare an original and one copy. Retain the copy.

Applicability. This report is to be completed for each homeowner occupied single-family activity assisted with HOME funds. It is to be used for an activity with one owner occupant and zero to 3 units. **Note:** Completion of an activity with two or more homeowners should be reported on the Multi-Address Completion Report. Such an activity would also include 2 duplex properties each occupied by a homeowner but where the 2 properties are considered one project.

Timing. The Homebuyer/Homeowner Rehab Completion Report data are to be input in IDIS within **120 days** of requesting the final disbursement of HOME funds for the activity. If the completion report data are not input within 120 days of the final disbursement for the activity, the PJ's (or State Recipient's) access to the HOME IDIS System may be suspended. An amended completion report should be submitted when all units initially reported vacant are occupied, and the change should be highlighted in yellow.

Part A: Activity Information

- 1. Activity Number.** Enter the activity number assigned by IDIS.
- 2. Name of Participant.** Enter the name of the participant, or, for State recipient activities, the name of the State recipient.
- 3. Participant's Tax ID Number.** Enter the Tax (Employer) Identification Number for the participant; for a State recipient project, enter the State recipient's Tax ID Number.
- 4. CHDO Tax ID Number.** Complete only for activities assisted with funds reserved for Community Housing Development Organizations (CHDOs). Enter the Tax (Employer) Identification Number for the CHDO.
- 5. Name & Phone Number of Person Completing Form.** Enter the name and phone number, including area code, of the person to contact for further information regarding this report form.
- 6. Type of Property.** Check one box to indicate the type of property assisted:
 - (1) 1-4 Single Family
 - (2) Condominium
 - (3) Cooperative
 - (4) Manufactured Home

Part B: Financial Structure of Activity

Type of Activity Financed. Mark only one of the 5 available boxes for naming the HOME-assisted activity.

- (1) Rehabilitation Only.** A HOME-assisted rehabilitation activity that did not include acquisition of real property. Such activities may have involved (a) repairs or improvement of residential unit(s) to bring the unit(s) up to the property standards required by 24 CFR 92.251;(b) the reconfiguration of a structure to reduce the total units in order to increase the number of large family units, (c) the addition of a room or rooms (e.g., bedroom or bathroom) outside the existing walls for purposes of meeting occupancy or code standards and (d) the adding of a unit or units within the existing structure.
- (2) New Construction Only.** Any activity that involved (a) the addition of units outside the existing walls of the structure and (b) the construction of a new residential unit(s). **Note:** When activities have combined new construction in one building(s) on one parcel of land, the projects, by type of activity (i.e. rehabilitation or new construction), must be administratively set up as separate activities in IDIS.
- (3) Acquisition Only.** Acquisition of a structure that received a certificate of occupancy at least 13 months before acquisition, which did not require rehabilitation and which is being used to provide affordable housing.
- (4) Acquisition and Rehabilitation.** A HOME-assisted rehabilitation activity, which included the acquisition of real property.
- (5) Acquisition and New Construction.** A HOME-assisted new construction activity, which included the acquisition of real property. This includes acquisition of a structure that has received an initial certificate of occupancy within a one-year period prior to acquisition.

Activity Costs. Include all HOME funds used for the activity and all other funds (public and private) with one exception. **Do not double count.** If private funds are used for construction financing and those funds are later replaced by permanent financing, **do not report both.** Report all HOME funds expended on the activity. **(Note: Federal regulations specifically prohibit paying back**

HOME funds with HOME funds; for funds other than HOME, to the extent a choice must be made to avoid double counting, report permanent financing rather than construction financing. The total amount reported on line 5 of Part B should be the total cost of the activity. The total amount of HOME funds reported in the block titled "Total HOME funds (Total Items (1)-(5))" of Part B must equal the total amount disbursed through IDIS for this activity.

1. **HOME Funds.** Include HOME program income on line 4, below, title "HOME Program Income" only. Do not

include HOME program income in any of the following 5 HOME categories.

- (1) **Direct Loan.** Enter the amount of HOME funds provided for this activity in the form of a direct loan. Enter the loan's interest rate and amortization period. If there are multiple loans, enter the interest rate and term of the largest loan.
- (2) **Grant.** Enter the amount of HOME funds provided without any repayment requirements. (Note: A grant may be used to reduce the principal amount borrowed, a principal reduction payment, or the effective interest rate, an interest subsidy payment, on a privately originated loan.)
- (3) **Deferred Payment Loan (DPL).** Enter the amount of HOME funds provided through loans where payment of principal and interest is deferred until a future time and enter the interest rate and amortization period, if any. A DPL is some times called a conditional grant (e.g., repayment is required when the property is sold, or is forgiven if the owner does not sell the property for a specified number of years or repayment of principal and interest starts after the bank loan is repaid.)
- (4) **Community Housing Development Organization (CHDO) Loan.**
 - a. **Technical Assistance (TA) Loan.** Enter the amount of HOME funds provided as a CHDO TA loan for the activity. Reference 24 CFR 92.301(a).
 - b. **Seed Money Loan.** Enter the amount of HOME funds provided as a CHDO seed loan. Reference 24 CFR 92.301(b).

Total CHDO Loan. Enter the total of the amounts entered on cited on 4a and 4b.

- (5) **Other.** Enter the total amount of HOME funds provided for subsidy funding that is other than the type of loan/grant assistance identified in the above items listed as (1) through (4).

Total HOME Funds. Enter the total of items (1) through (5) as the amount of HOME funds expended.

2. **Public Funds.** Enter in blocks (1) through (3), the total amount of public funds expended.

(1) **Other Federal Funds.** Exclude any HOME funds expended.

(2) **State/Local Appropriated Funds.**

(3) **State/Local Tax Exempt Bond Proceeds.**

Total Public Funds. Enter the total of items (1) through (3) as the amount of Public Funds expended.

V. Private Funds.

(1) **Private Loan Funds.** Enter the amount of all of the costs that have been paid with funds obtained from private financial institutions, such as banks, savings and loans, and credit unions, and enter the interest rate and amortization period of the loan. If there are multiple loans, enter the interest rate and term of the largest loan. (Do not double count.)

(2) **Owner Cash Contributions.** Enter the amount of all cash contributions provided by the project owner.

(3) **Private Grants.** Enter the amount of cash contributions provided by private organizations, foundations, donors, etc.

(4) **Total Private Funds.** Enter the total of items (1) through (4) as the amount of Private Funds expended.

4. **HOME Program Income.** Enter the total amount of funds provided from HOME repayment income.

5. **Total Activity Cost.** Enter the sum of totals for HOME funds, Public funds and Private funds, Low Income Tax Credit Syndication Proceeds, and HOME Program Income. (Totals from above lines 1 through 5.)

Part C. Financial Assistance to Homebuyer.

Complete Part C for homebuyer activities only.

1. **Initial Purchase Price.** Enter the price paid by the homebuyer for the property as evidenced on the deed.

2. **Appraised Value.** Enter the estimated appraised value after any repair.

3. **HOME Funds for Downpayment Assistance.** Enter the amount of HOME Program funds, if any, provided as downpayment assistance to the homebuyer according to the following 4 categories:

(Note: Do not include HOME funds provided as construction financing. HOME funds provided as construction financing should be reported in Part B of this form). For definitions of the four categories, refer to the description of HOME funds in Part B.

(a) **Direct Loan**

(b) **Grant**

(c) **Deferred Payment Loan**

(d) **Other**

4. **HOME Program Income.** Enter the amount of HOME Program income provided as downpayment assistance to the homebuyer only. Note: Do not double count.

5. **Total HOME Funds for Downpayment Assistance.** Enter the amount of HOME Program funds provided as downpayment assistance to the homebuyer (items 3 and 4).

Part D. Homeownership Rehabilitation Activities Only.

The information requested below pertains only to those activities that have been checked in Part B of this form as rehabilitation only or as acquisition and rehabilitation.

1. **After Rehabilitation Value.** Enter the dollar value of the property. The dollar value is the appraised value of the property before rehabilitation plus the total rehabilitation cost (i.e. all materials, supplies and labor costs directly related to the rehabilitation of the property).

2. **Single Family Mortgage Limit.** Enter the applicable section 203(b) FHA mortgage limit. If a higher limit has been authorized for HOME for your jurisdiction, enter that higher limit.

Part E. Household Characteristics.

Complete one line for the unit to be occupied by an owner. Fill out the second (third/fourth) line(s) for the rental unit(s), if any. For an unoccupied unit, enter unit number, number of bedrooms and occupancy as 9 vacant.

Activity Address & Activity Number. Enter the address (or if no unique street, address, the unit number) of the HOME-assisted property. Also enter the activity number assigned by IDIS. This number should be the same as that entered in Part A, Block #1.

Unit Number. Enter the unit number of each unit assisted with HOME funds.

Number of Bedrooms. Enter "0" for a single room occupancy (SRO) unit or for an efficiency unit, 1 for 1 bedroom, 2 for 2 bedrooms, 3 for 3 bedrooms, 4 for 4 bedrooms, and 5 for 5 or more bedrooms.

Occupancy Code. Enter 1 if the unit is occupied by a tenant, 2 if it is occupied by a homeowner, and 9 if it is vacant.

Monthly Rent (Including Utilities).

Tenant Contribution. For homeowners, enter zero. For tenants, enter the actual rent to the nearest dollar, including utilities, paid by the tenant at the time of activity completion. If the rent includes utilities, or if the rent includes partial utilities, e.g., heat, but not electricity, these utility costs must be added to the rent. Compute utility costs for the area (and in the case of partial utilities, compute costs for utilities excluded from the rent), by using the utility allowance schedule by the local Public Housing Authority (PHA) in accordance with form HUD-52667, Allowance for Tenant Furnished Utilities and Other Services.

Subsidy Amount. For homeowners, enter zero. For tenants, enter the amount that the tenant receives as a rent subsidy payment (including any utility allowances paid directly to the tenant) to the nearest dollar. If the tenant does not receive a tenant subsidy payment, enter zero.

Total Rent. Enter the total monthly rent (tenant contribution plus subsidy amount).

Income Data.

Percent of Area Median. For each occupied residential unit, enter one code only based on the following definitions:

1. **0-30** Percent of Area Median means a household whose adjusted income is at or below 30 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.
2. **30-50** Percent of Area Median means a household whose adjusted income exceeds 30 percent and does not exceed 50 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.
3. **50-60** Percent of Area Median means a household whose adjusted income exceeds 50 percent and does not exceed 60 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.
4. **60-80** Percent of Area Median means a household whose adjusted income exceeds 60 percent and does not exceed 80 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.

Household Data.

Hispanic Y/N: For each occupied residential unit, enter the ethnicity for the head of household as either "Y" for Hispanic or

Latino or "N" for Not Hispanic or Latino. Hispanic or Latino race is defined as a person of Cuban, Mexican, Puerto Rican, South or Central American, other Spanish culture or origin, regardless of race. The term, "Spanish origin," can be used in addition to "Hispanic or Latino."

Race – Head of Household: For each occupied residential unit, enter one code only based on the following definitions:

11. **White.** A person having origins in any of the original peoples of Europe, North Africa or the Middle East.
12. **Black or African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black or African American."
13. **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.
14. **American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains affiliation or community attachment.
15. **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original people of Hawaii, Guam, Samoa or other Pacific Islands.
16. **American Indian or Alaska Native & White.** A person having these multiple race heritages as defined above.
17. **Asian & White.** A person having these multiple race heritages as defined above.
18. **Black or African American & White.** A person having these multiple race heritages as defined above.
19. **American Indian or Alaska Native & Black or African American.** A person having these multiple race heritages as defined above.
20. **Other Multi Racial.** For reporting individual responses that are not included in any of the other categories listed above.

Size of Household. Enter the appropriate number of persons in the household: 1, 2, 3, 4, 5, 6, 7, or 8 or more persons (for households or more than 8, enter 8).

Head of Household. For each residential unit, enter one code only based on the following definitions:

1. **Single/Non-Elderly.** One-person household in which the person is not elderly.
2. **Elderly.** One or two person household with a person at least 62 years of age.
3. **Related/Single Parent.** A single parent household with a dependent child or children (18 years old or younger).
4. **Related/Two Parent.** A two-parent household with a dependent child or children (18 years old or younger).
5. **Other.** Any household not included in the above 4 definitions, including two or more unrelated individuals.

Rental Assistance: Enter one code only to indicate the type of assistance, if any, being provided to the tenant.

1. **Section 8.** Tenants receiving Section 8 assistance through the Section 8 Certificate Program under 24 CFR part 882 or the Section 8 Housing Voucher Program under 24 CFR part 887.
2. **HOME Tenant Based Rental Assistance.** Tenants receiving HOME tenant-based assistance.

3. **Other Assistance.** Tenants receiving rental assistance through other Federal, State or local rental assistance programs.

4. **No Assistance.** Self-explanatory.

Rental/Homebuyer/Homeowner Rehab Set-Up Report HOME Program

U.S. Department of Housing
and Urban Development
Office of Community Planning
and Development

OMB Approval No. 2506-0171
(Exp. 05/31/2007)

The HOME statute imposes a significant number of data collection and reporting requirements. This includes information on assisted properties, on the owners or tenants of the properties, and on other programmatic areas. The information will be used: 1) to assist HOME participants in managing their programs; 2) to track performance of participants in meeting fund commitment and expenditure deadlines; 3) to permit HUD to determine whether each participant meets the HOME statutory income targeting and affordability requirements; and 4) to permit HUD to determine compliance with other statutory and regulatory program requirements. This data collection is authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act or related authorities. Access to Federal grant funds is contingent on the reporting of certain project-specific data elements. Records of information collected will be maintained by the recipients of the assistance. Information on activities and expenditures of grant funds is public information and is generally available for disclosure. Recipients are responsible for ensuring confidentiality when public disclosure is not required.

Note: Complete for all Rental/Homebuyer/Homeowner Rehab Activities to be set-up.

Check the Appropriate Box:

- Original Submission Change Owner's Address
 Ownership Transfer Revision

Part A:

1. Activity Number	2. Name of Participant	6. HOME Funds for Activity a. Total Funds Requested + \$	
3. Participant Tax ID Number	4. CHDO Tax ID Number	b. Participant Number	c. Dollar Amount of Funds \$
5. Type of Activity (1) <input type="checkbox"/> Rehab (3) <input type="checkbox"/> Acquisition Only (5) <input type="checkbox"/> Acquisition New Construction (2) <input type="checkbox"/> New Construction (4) <input type="checkbox"/> Acquisition Rehab			\$
8. Name & Phone Number of person completing form	9. CHDO Loan (1) <input type="checkbox"/> Yes (2) <input type="checkbox"/> No		\$
		7. Total Estimated Cost of Activity (HOME-assisted units, including other public/private funds) \$	

Part B: Activity Information

1. Street Address of Activity				
1a. City		1b. State	1c. Zip Code	
2. Name of Owner <input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms.	2a. Last Name	2b. First Name		
3. Mailing Address of Owner				
3a. City		3b. State	3c. Zip Code	
3d. Phone Number	4. Name of Firm (if applicable)	5. Total Units in Activity Prior to Assistance	6. Estimated Units Upon Completion	7. Total HOME-Assisted Units Upon Completion
8. Type of Ownership (Check one box) (1) <input type="checkbox"/> Individual (4) <input type="checkbox"/> Not-for-Profit (2) <input type="checkbox"/> Partnership (5) <input type="checkbox"/> Publicly Owned (3) <input type="checkbox"/> Corporation (9) <input type="checkbox"/> Other		9. Tenure Type (Check one box only) (1) <input type="checkbox"/> Rental (2) <input type="checkbox"/> Homebuyer (3) <input type="checkbox"/> Homeowner Rehab		10. Complete for CHDO Activities (Check one box only) (1) <input type="checkbox"/> Owned (2) <input type="checkbox"/> Sponsored (3) <input type="checkbox"/> Developed
11. County Code (to be completed by Centralized States only)				

Part C: Household Characteristics Complete one line for each unit assisted with HOME funds. Enter one code only in each block. If the activity is a 1-4 unit owner occupied rental activity, also provide tenant characteristics. For activities which include multiple addresses, complete a separate Household Characteristics (Part C) for each address. Do not complete for new construction activities.

Activity Address	Activity Number
------------------	-----------------

Unit No.	No. of Bedrooms	Occupancy	Tenant Contribution	Subsidy Amount	Total Rent	% of Area Median	Hisp	Race of Head of Household	Size of Household (1 to 8)	Head of Household	Rental Assistance

No. of Bedrooms Code
1 - 1 Bedroom
2 - 2 Bedrooms
3 - 3 Bedrooms
4 - 4 Bedrooms
5 - 5 or more Bedrooms

% of Area Median Code
1 - 0 - 30%
2 - 30 - 50%
3 - 50 - 60%
4 - 60 - 80%

Hispanic
y - yes
n - no

Race of Head of Household Code
11 - White
12 - Black or African American
13 - Asian
14 - American Indian or Alaska Native
15 - Native Hawaiian or Other Pacific Islander
16 - American Indian/Alaska Native & White
17 - Asian & White
18 - Black or African American & White
19 - American Indian or Alaska Native & Black or African American
20 - Other Multi Racial

Head of Household Code
1 - Single/non-Elderly
2 - Elderly
3 - Related/Single Parent
4 - Related/Parent
5 - Other

Occupancy Code
1 - Tenant
2 - Owner
9 - Vacant

Rental Assistance Code
1 - Section 8
2 - HOME TBRA
3 - Other
4 - No Assistance

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Instructions for Completing the Rental/Homebuyer/Homeowner Rehab Set-Up Report HOME Program

Read the instructions for each item carefully before completing the form. Use a typewriter or print carefully with a ballpoint pen. Prepare an original and one copy. Retain the copy.

Applicability. This report is to be completed for each rental, homebuyer, or homeowner rehabilitation activity assisted with HOME funds.

Timing. This report form is used to setup an activity in IDIS so that funds may be drawn down. An amended setup report form should be submitted if an activity is revised or if HOME funding for the activity is increased or decreased, and the change should be highlighted in yellow.

Part A:

1. **Activity Number.** Enter the activity number assigned by IDIS.
2. **Name of Participant.** Enter the name of the participant, or, for State recipient activities, the name of the State recipient.
3. **Participant's Tax ID Number.** Enter the Tax (Employer) Identification Number for the participant; for a State recipient project, enter the State recipient's Tax ID Number.
4. **CHDO Tax ID Number.** Complete only for activities assisted with funds reserved for Community Housing Development Organizations (CHDOs). Enter the Tax (Employer) Identification Number for the CHDO.
5. **Type of Activity.** Check one box to indicate the type of activity set-up based on the following definitions:
 - (1) **Rehabilitation Only.** A HOME-assisted rehabilitation activity that did not include acquisition of real property. Such activities may have involved (a) repairs or improvement of residential unit(s) to bring the unit(s) up to the property standards required by 24 CFR 92.251; (b) the reconfiguration of a structure to reduce the total units in order to increase the number of large family units, (c) the addition of a room or rooms (e.g., bedroom or bathroom) outside the existing walls for purposes of meeting occupancy or code standards and (d) the adding of a unit or units within the existing structure.
 - (2) **New Construction Only.** Any activity that involved (a) the addition of units outside the existing walls of the structure and (b) the construction of a new residential unit(s). **Note:** When activities have combined new construction in one building(s) on one parcel of

land, the projects, by type of activity (i.e. rehabilitation or new construction), must be administratively set up as separate activities in IDIS.

- (3) **Acquisition Only.** Acquisition of a structure that received a certificate of occupancy at least 13 months before acquisition, which did not require rehabilitation and which is being used to provide affordable housing.
- (4) **Acquisition and Rehabilitation.** A HOME-assisted rehabilitation activity, which included the acquisition of real property.
- (5) **Acquisition and New Construction.** A HOME-assisted new construction activity, which included the acquisition of real property. This includes acquisition of a structure that has received an initial certificate of occupancy within a one year period prior to acquisition.

NOTE: When activities combine new construction in one building(s) with rehabilitation activities in another building(s) on one parcel of land, the activities, by type of activity (i.e., rehabilitation or new construction), must be administratively set up as separate activities in IDIS.

6. HOME Funds for Activity.

- a. Enter the total amount of HOME funds requested for activity.
- b. Enter the participant number for each grant and fiscal year source of HOME funds committed for the activity.
- c. Indicate the amount of HOME funds from each fiscal year by participant number.

7. **Total Estimated Cost of Activity (HOME-assisted units, including other public/private funds).** Enter the total estimated cost (hard and soft costs) for the HOME-assisted units in the activity, including other public/private funds. (Do not include costs attributable to units in the activity that are not HOME-assisted units.)
8. **Name & Phone Number (Including Area Code) of Person Completing Form.** Enter the name and phone number, including area code, of the person to contact for further information regarding this form.
9. **CHDO Loan.** Complete only for activities assisted with funds reserved for Community Housing Development Organizations (CHDOs). Check "yes" if this is a project-specific seed money loan. **NOTE:** When setting up a CHDO loan, the PJ should set up the activity initially to include only the CHDO loan and complete parts A and B of this report form. If the activity is amended to add more CHDO loan funds, the PJ should check "yes." If

the PJ proceeds with the activity the activity may be amended to add additional HOME funds. If the activity is later amended to add funds for rehabilitation or new construction, etc., the PJ would check "no" in block 9. If the activity is amended to add additional funds and/or the activity moves forward, the PJ must submit an amended set-up report form and must complete part C. If the activity does not go forward, a completion report form is required.

Part B: Activity Information

1. **Street Address of Activity.** Self-explanatory.
2. **Name of Owner.** For activities containing rental units, enter the name of the owner. For single-unit homeownership activities, enter "NA" for not applicable.
3. **Mailing Address of Owner.** For activities containing rental units, indicate the mailing address of the owner. For single-unit homeownership activities, enter "NA" for not applicable.
4. **Name of Firm.** For activities containing rental units, if the activity is owned by a firm or other organization, enter the name of the firm or organization. Enter the firm address in Item 3 above. For single-unit homeownership activities and other activities which are not owned by a firm, enter "NA" for not applicable.
5. **Total Units in Activity Prior to Assistance.** Enter the total number of units in the activity (both HOME-assisted and non-HOME-assisted units).
6. **Estimated Units Upon Completion.** Enter the total estimated number of units that will be in the activity upon completion (both HOME-assisted and non-HOME-assisted units).
7. **Total HOME-Assisted Units Upon Completion.** Enter the total number of units (upon completion) that will receive HOME assistance.
8. **Type of Ownership.** Check one box only.
9. **Tenure Type.** Check one box only. For 2 - 4 unit activities containing both an owner occupant and rental unit(s), check box (2) or (3). For 5 or more unit activities containing an owner occupant and rental units, check box (1). (NOTE: This will affect which completion report is required upon completion).
10. **Community Housing Development Organization Activities.** Complete only for activities assisted with funds reserved for Community Housing Development Organizations (CHDOs). Check one box only.
11. **County Code.** To be completed only for centralized State activities. Enter the 3-digit county code for the county in which the project is located.

Part C. Household Characteristics.

Provide information on the characteristics of each household (renter or owner) occupying a unit to be assisted with HOME funds. Complete one line for each unit to be assisted with HOME funds. Enter one code only in each block. If the activity is a 1 to 4 unit owner-occupied rental activity, provide characteristics for tenants as well as for the owner. If information is not available, enter "9." If a unit is unoccupied, enter unit number, number of bedrooms, and occupancy as "9" vacant. **Do not complete for new construction activities.**

Unit Number. For rental units, enter the unit number of each unit that will receive HOME assistance.

Number of Bedrooms. Enter "0" for a single room occupancy (SRO) unit or for an efficiency unit, 1 for 1 bedroom, 2 for 2 bedrooms, 3 for 3 bedrooms, 4 for 4 bedrooms, and 5 for 5 or more bedrooms.

Occupancy Code. Enter 1 if the unit is occupied by a tenant, 2 if it is occupied by a homeowner, and 9 if it is vacant.

Monthly Rent (Including Utilities).

Tenant Contribution. For homeowners, enter zero. For renters, enter the actual rent to the nearest dollar, including utilities, paid by the tenant at the time of activity completion. If the rent includes utilities, or if the rent includes partial utilities, e.g., heat, but not electricity, these utility costs must be added to the rent. Compute utility costs for the area (and in the case of partial utilities, compute costs for utilities excluded from the rent), by using the utility allowance schedule by the local Public Housing Authority (PHA) in accordance with form HUD-52667, Allowance for Tenant Furnished Utilities and Other Services.

Subsidy Amount. For homeowners, enter zero. For renters, enter the amount that the tenant receives as a rent subsidy payment (including any utility allowances paid directly to the tenant) to the nearest dollar. If the tenant does not receive a tenant subsidy payment, enter zero.

Total Rent. For homeowners, enter zero. For renters, enter the total monthly rent (tenant contribution plus subsidy amount).

Income Data.

Percent of Area Median. For each occupied residential unit, enter one code only based on the following definitions:

1. **0-30 Percent of Area Median** means a household whose adjusted income is at or below 30 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.
2. **30-50 Percent of Area Median** means a household whose adjusted income exceeds 30 percent and does not exceed 50 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.
3. **50-60 Percent of Area Median** means a household whose adjusted income exceeds 50 percent and does not exceed 60 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.
4. **60-80 Percent of Area Median** means a household whose adjusted income exceeds 60 percent and does not exceed 80 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.

Household Data.

Hispanic Y/N: For each occupied residential unit, enter the ethnicity for the head of household as either "Y" for Hispanic or Latino or "N" for Not Hispanic or Latino. Hispanic or Latino race is defined as a person of Cuban, Mexican, Puerto Rican, South or Central American, other Spanish culture or origin, regardless of race. The term, "Spanish origin," can be used in addition to "Hispanic or Latino."

Race - Head of Household: For each occupied residential unit, enter one code only based on the following definitions:

11. **White.** A person having origins in any of the original peoples of Europe, North Africa or the Middle East.
12. **Black or African American.** A person having origins in any of the black racial groups of Africa. Terms such as

"Haitian" or "Negro" can be used in addition to "Black or African American."

13. **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.
14. **American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains affiliation or community attachment.
15. **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original people of Hawaii, Guam, Samoa or other Pacific Islands.
16. **American Indian or Alaska Native & White.** A person having these multiple race heritages as defined above.
17. **Asian & White.** A person having these multiple race heritages as defined above.
18. **Black or African American & White.** A person having these multiple race heritages as defined above.
19. **American Indian or Alaska Native & Black or African American.** A person having these multiple race heritages as defined above.
20. **Other Multi Racial.** For reporting individual responses that are not included in any of the other categories listed above.

Size of Household. Enter the appropriate number of persons in the household: 1, 2, 3, 4, 5, 6, 7, or 8 or more persons (for households or more than 8, enter 8).

Head of Household. For each residential unit, enter one code only based on the following definitions:

1. **Single/Non-Elderly.** One-person household in which the person is not elderly.
2. **Elderly.** One or two person household with a person at least 62 years of age.
3. **Related/Single Parent.** A single parent household with a dependent child or children (18 years old or younger).
4. **Related/Two Parent.** A two-parent household with a dependent child or children (18 years old or younger).
5. **Other.** Any household not included in the above 4 definitions, including two or more unrelated individuals.

Rental Assistance: For rental units, enter one code only to indicate the type of assistance, if any, being provided to the tenant.

1. **Section 8.** Tenants receiving Section 8 assistance through the Section 8 Certificate Program under 24 CFR part 882 or the Section 8 Housing Voucher Program under 24 CFR part 887.
2. **HOME Tenant Based Rental Assistance.** Tenants receiving HOME tenant-based assistance.
3. **Other Assistance.** Tenants receiving rental assistance through other Federal, State or local rental assistance programs.
4. **No Assistance.** Self-explanatory.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

7/20/2005

PRODUCER
ENHANCED COMMERCIAL SERVICES, INC
 12381 S Cleveland Ave, Ste 202
 Ft Myers, FL 33907
 (239) 275-0435

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
DIAD Inc
 3901 Dr Martin Luther King BLVD
 Fort Myers FL 33906

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: Alea London	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	BEBZK	6/22/2005	6/22/2006	EACH OCCURRENCE \$ 1,000.0
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100.0 MED EXP (Any one person) \$ 5.0 PERSONAL & ADV INJURY \$ exclud GENERAL AGGREGATE \$ 2,000.0 PRODUCTS - COMP/OP AGG \$ exclud				
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Non Profit organization for financing homes.

RECEIVED MAY 03 2006

ENTERED MAY 04 2006

CERTIFICATE HOLDER

Lee County
 Board of County Commissioners
 Attn: Risk Management Dept.
 P.O. Box 398
 Fort Myers, FL. 33901
 FX: 335-2262

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Billy Wilk

ACORD CERTIFICATE OF LIABILITY INSURANCE		OF ID NO DUNBA-2	DATE (MM/DD/YYYY) 05/11/06
PRODUCER Five County Insurance Agency 14120 Metropolis Avenue Fort Myers FL 33912 Phone: 239-939-1400 Fax: 239-939-3813		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Dunbar Industrial Action Development, Inc 3901 Martin Luther 119 Ft Myers FL 33916		INSURERS AFFORDING COVERAGE INSURER A: Caroline Casualty Agency Mt INSURER B: St. Paul Fire & Marine/MN INSURER C: INSURER D: INSURER E:	NAIC # _____ _____ _____ _____ _____

COVERAGES

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

INSURER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
X	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ _____ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COMP/OP AGG \$ _____
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ _____ OTHER THAN AUTO ONLY: EA ACC \$ _____ AGG \$ _____
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ _____				EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ \$ _____ \$ _____
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ _____ E.L. DISEASE - EA EMPLOYEE \$ _____ E.L. DISEASE - POLICY LIMIT \$ _____
B	Crime	406CF3414	10/09/03	10/09/06	Crime 350,000
A	D&O Liability	3648130-1	03/19/06	03/19/07	D&O Liab 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Faxed to: 239-337-3662

CERTIFICATE HOLDER LEE COUNTY BOARD OF COUNTY COMMISSIONERS RISK MANAGEMENT PO BOX 398 FT MYERS FL 33902	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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**EXHIBIT 7
STATEMENT OF WORK**

Name of Agency: DIAD

Program:2005 HOME

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

- 1) Client Eligibility and Selection. Within the target area about 70% - 80% of the population is below 80% median income. DIAD's average clients are often times African American or Hispanics single parents households with children that are very-low to low income, and cannot afford market rate housing. Also, we are working with the graduates from local Family Self-Sufficiency Program.
- 2) Type of assistance - use of HOME funds. DIAD intend to leverage the county HOME funds with county S.H.I.P. funds. Also, it's possibly of leveraging CDBG funds from the City of Fort Myers. The HOME funds will assist eight low-income families to homeownership.
- 3) Location of Project Sites. Campbell Acres is located off Ortiz Ave. (East Fort Myers). Before Dunbar/Belle Vue annexation, Campbell Acres was the last community to be annex to the City of Fort Myers.
- 4) Project Timeline, to include projected completion date. Currently, DIAD have clients are approval from local lenders, and the monthly homeownership workshop is averaging 15-20 potential homeowners. DIAD anticipated project completion date 15-18 months from commencement date.
- 5) Number of clients/households to be served. The Subrecipient contract call for eight units. DIAD's average clients are often times single parents households with children.

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

HOME INVESTMENT PARTNERSHIP PROGRAM (HOME)

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

Lee County, as a participating jurisdiction, is required to reserve a minimum of 15% of its annual HOME allocation for housing development activities undertaken by Community Housing Development Organizations (CHDOs).

The following is a summary of HOME Program requirements contained in 24 CFR Part 92 and other applicable Federal Regulations.

The PROVIDER shall:

- A. Comply with all federal laws and regulations described in the Department of Housing and Urban Development (HUD) HOME regulations, 24 CFR Part 92, and other applicable Federal regulations.
- B. Use of HOME is to expand the supply of affordable housing for low and very low-income families. Community Housing Development Organizations (CHDO's) must use HOME funds as indicated in the approved application for new housing construction.
 - HOME assisted housing units must have an initial purchase price that does not exceed 95 percent of the median purchase for single-family housing.
 - The housing must be the principal residence of an owner whose family qualifies as low or very low-income at the time of purchase.
 - Housing must be affordable with monthly payments of principal, interest, taxes, and insurance that do not exceed 30 percent of the gross adjusted income of a family with income not to exceed 80 percent of the median income for the Fort Myers/Cape Coral, Florida Metropolitan Statistical Area (MSA), as determined by HUD, and according to number of persons in the household.

PROJECT PROCEEDS/PROGRAM INCOME - CHDO's are authorized to retain the proceeds from the initial sale of a HOME assisted property. CHDO proceeds may include funds resulting from: the permanent financing of a CHDO project which is used to payoff a CHDO financed construction loan; the sale of CHDO sponsored rental housing to a second non-profit; the sale of CHDO developed homeownership housing; the principal and interest payments from a loan to a buyer of CHDO developed homeownership housing. Rental income that is generated by a CHDO-owned project does not constitute project proceeds. Project proceeds must be used for HOME eligible or other housing activities as defined in 24 CFR 92.205-215 with the exception of pre-award costs and tenant based rental assistance, to benefit low-income families as required by 24 CFR 92.300 (a)(2) and further clarified in CPD 97-09 (Attachment B). If a CHDO uses project proceeds to fund a unit

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

that also receives new HOME funds, project completion reports must be submitted to the County on these units so that they can be monitored. If proceeds are used for an activity other than a HOME assisted unit, there are no further HOME requirements, which must be met. Funds generated from the use of CHDO proceeds are not CHDO proceeds and are not subject to the requirements of the HOME regulations. These requirements apply even if the proceeds are used after the expiration of this contract.

CHDO proceeds do not include funds which are recaptured because the HOME assisted property does not continue to be the principal residence of the assisted homebuyer for the affordability period, as required by 24 CFR 92.254(a)(5)(ii). HOME funds are to be secured by a second mortgage and a promissory note between Lee County and the homeowner for a fifteen-year term (Attachment C). Such documents must be recorded with the Lee County Clerk of Courts within two working days following the closing. Recaptured funds are subject to the requirements of 24 CFR 92.503(c).

- C. **MATCH** – HOME funds used for projects costs require a 25 percent match. Match is a permanent contribution to affordable housing and is not leveraging. Match contributions are to be reported on the monthly payment request form.
- D. **AFFORDABILITY** - Housing assisted with HOME funds must meet the affordability requirements of 24 CFR 92.252 or 92.254. The maximum affordability period of fifteen years from the date of closing will be required for all HOME assisted projects. The amount of HOME funds will be secured by a second mortgage between Lee County and the property owner. Such second mortgage will not require repayment as long as the property continues to be the owner's primary residence. The second mortgage shall specify the recapture method that will be followed if the property is sold or ceases to be the owner's primary residence.
- E. **TIME LIMITS** – Funds must be committed to specific projects within 18 months of the HOME award and must be completed within the contract term.
- F. **AFFIRMATIVE MARKETING** - If the project contains 5 or more HOME-assisted units, the PROVIDER must follow the affirmative marketing responsibilities outlined in 92.351.
- G. **DOCUMENTATION AND RECORD-KEEPING** - The PROVIDER shall maintain all records required by the Federal regulations specified in 24 CFR Part 92.508 that are pertinent to the activities to be funded under this agreement, including but not limited to:
 - 1. A full description of each activity undertaken and its eligibility criteria.
 - 2. Client data demonstrating client eligibility for services provided.
 - 3. Documentation of the acquisition, improvement, use or disposition of real property acquired or improved with HOME assistance.
 - 4. Compliance with fair housing and equal opportunity components of the HOME program.
 - 5. Financial records as required by 24 CFR Part 592.502, 504, and 508 OMB Circular A-110; and other records to comply with Subpart K of 24 CFR 592.
- H. **SUBCONTRACTS** - The PROVIDER shall insure that all subcontracts let in the performance of this agreement shall be awarded on a fair and non-collusive basis. All provisions of this agreement shall be included and made part of any subcontract executed in the performance of this agreement.

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

I. PROCUREMENT - The **PROVIDER** must have written procedures in place for the purchase or equipment, goods, and services and the inventory of non-expendable personal property. Such procedures must be followed at all times. The **PROVIDER** shall procure all materials, property or services in accordance with the requirements of Attachment O of OMB Circular A-110, Procurement Standards, and shall subsequently follow Attachment N, Property Management Standards.

J. RESTRICTIONS ON USE OF FUNDS -The **PROVIDER** is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.

1. Hatch Act - The **PROVIDER** agrees that no funds provided, nor personnel employed under this agreement shall be in any way engaged in the conduct of political activities in violation of Chapter 15 of Title V of the United States Code. Employment Restrictions.

2. Conflict of Interest - The **PROVIDER** agrees to abide by the provisions of 24 CFR 92.356 with respect to conflicts of interest, and covenants and certifies that it presently has no financial interest, and that no employee, agent, consultant, or officer will acquire any financial interest, which would conflict in any manner or degree with the performance of any service required under this agreement.

3. Lobbying - The **PROVIDER** hereby certifies that no federal funds have or will be paid by, or on its behalf, to any person influencing or attempting to influence a member of Congress, or an officer or employee of any agency, or of an office of Congress in connection with the award of any Federal contract, the making of any Federal grant or loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. If any non-Federal funds have been used for such influence, the **PROVIDER** shall submit a "Disclosure Form to Report Lobbying" in accordance with its instructions.

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

K. ENVIRONMENTAL CONDITIONS - The **PROVIDER** agrees to comply with the following regulations insofar as they apply to the performance of this agreement:

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

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

6. Historic Preservation under the National Historic Preservation Act of 1966 as amended (16 USC 470) and the procedures set forth in 36 CFR, Part 800.

L. RELOCATION, REAL PROPERTY ACQUISITION, AND ONE-FOR-ONE HOUSING REPLACEMENT - The **PROVIDER** agrees to comply with the following:

1. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR and 24 CFR 92.353 (b);
2. Residential Anti-Displacement and Relocation Assistance Plan requirements of 24 CFR 92.353 under Section 104(d) of the Housing and Community Development Act; and
3. Optional relocation policies requirements of 570.353.

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

The **PROVIDER** will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability, or other handicap, age, marital/familial status, or status with regard to public assistance. The **PROVIDER** will take affirmative action to insure that all employment practices are free of such discrimination. The **PROVIDER** agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The **PROVIDER** 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 advising the said labor union or worker's representatives of the **PROVIDERS's** commitment under this section and shall post copies of the notice in a conspicuous places available to employees and applicants for employment.

Land Covenants - This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 92.351. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the **PROVIDER** shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting or discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the **COUNTY** and the United States are beneficiaries of and entitled to enforce such covenants. The **PROVIDER**, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

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

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

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

Davis-Bacon Act - The **PROVIDER** agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 USC 276a-276a-5; 40 USC 276c), 24 CFR Part 92.354 and all other applicable Federal, state, and local laws and regulations pertaining to labor standards applicable to this agreement. The **PROVIDER** shall maintain documentation that demonstrates compliance with hour and wage requirements of this part.

The **PROVIDER** shall cause or require to be inserted in full provisions meeting the requirements of 29 CFR 5.5 and, for such contracts in excess of \$10,000, 29 CFR 5.a.3. All contractors or subcontractors on contracts in excess of \$2,000 which involve the employment of mechanics or laborers shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor Regulations (29 CFR Part 5). Contractors and subcontractors shall be required to submit weekly payroll certifications concerning compliance with the Davis-Bacon Act and the Contract Work Hours and Safety Standards Act.

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

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

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

N. PAYMENTS AND REPORTS

1. Payment requests will be subject to the County's execution of its Master Agreement with HUD and the activity being assigned a number in IDIS (Integrated Disbursement and Information System).
2. Construction Contract Payments – Requests for payment must be based upon actual uncompensated construction costs provided during the contract period and shall be accompanied by invoices for services rendered. Monthly Payment Requests shall be submitted within 20 days after the end of the reporting period, even if no activity has occurred. If the **PROVIDER** fails to submit a Payment Request Report by the stated deadline, payment will be delayed until the following month. The **PROVIDER** will not receive payment without submission of all applicable reports. Failure to submit a Payment Request Report within 60 days after the end of the reporting period may result in the Provider forfeiting all right to payment.
3. All payment requests must be signed by the duly authorized person, and accompanied by the signed request for payment (invoice) by the contractor. Final payment will not be made until the final inspection is made and approved by the County or City Building Department, as applicable.
4. **PROVIDER** shall submit reports as required to assist the **COUNTY** in the preparation of HUD Labor Relations, WBE/MBE, Equal Opportunity Employment, and HUD Section 3 reports, pursuant to 24 CFR 92.504, 507, 508, and 509.
5. **CLOSEOUT PACKAGES** - The **PROVIDER's** obligation to the **COUNTY** shall not end until the closeout packages consisting of the following documents for each HOME-assisted property are submitted to the **COUNTY**. Such packages are due within 120 days of the date of the Certificate of Occupancy.
 - a) Income certification including verifications and commitment letter
 - b) Information on PITI
 - c) Copy of Lender's Loan Application
 - d) Original recorded Second Mortgage
 - e) Original recorded Second Mortgage Promissory Note
 - f) Final Appraisal
 - g) Original Title Policy for Second Mortgage naming Lee County as mortgage holder
 - h) Settlement statement
 - i) Proof of hazard and flood insurance, if applicable
 - j) Purchaser's Acknowledgement of Terms and Conditions
 - k) Certificate of completion of Homeowner Training
 - l) Project Statement of all revenues and expenses (Income Statement)
 - m) Certificate of Occupancy
 - n) Homeownership Assistance Project Completion Report-(form HUD-40096)