

Solicitation # RFP230432BAG
CDBG-DR Individual Housing Programs Management and Implementation
Horne LLP
Contract No. 9911 – Amendment No. 1

**FIRST AMENDMENT OF AGREEMENT FOR CDBG-DR INDIVIDUAL HOUSING
PROGRAMS MANAGEMENT AND IMPLEMENTATION**

THIS FIRST AMENDMENT OF THE AGREEMENT FOR CDBG-DR INDIVIDUAL HOUSING PROGRAMS MANAGEMENT AND IMPLEMENTATION is made and entered into by and between the Lee County Board of County Commissioners, a political subdivision of the State of Florida ("County") and Horne LLP, a Delaware limited liability partnership authorized to do business in the State of Florida, whose address is 661 Sunnybrook Rd., Suite 100 Ridgeland, MS 39157, and whose federal tax identification number is 201941244, hereinafter referred to as "Vendor."

WHEREAS, the County entered into Contract Number 9911 through Solicitation No. RFP230432BAG with Vendor with an effective date of the 1st day of October 2023, ("Agreement"); and

WHEREAS, the Agreement states that work provided thereunder is funded in whole or in part by Community Development Block Grant Disaster Recovery (CDBG-DR) funding through the U.S. Department of Housing and Urban Development, and that the Vendor shall provide services in support of the County's CDBG-DR Action Plan in accordance with all applicable federal, state, and County regulations; and

WHEREAS, at the time the Agreement was executed, the County's direct CDBG-DR allocation was designated as a result of Hurricane Ian, and required the Vendor's compliance with the applicable Federal Register, specifically Federal Register 88 FR 32046 published May 18, 2023, and;

WHEREAS, Lee County was awarded a subsequent direct allocation of CDBG-DR funding from the Department of Housing and Urban Development, in the amount of \$100,683,000, for FEMA Disaster Numbers 4828 (Hurricane Helene) and 4834 (Hurricane Milton) according to the Allocation Announcement Notice (AAN) [90 FR 4759](#) and the Universal Notice [90 FR 1754](#) with terms pending acceptance of the funds by the Board of County Commissioners; and

WHEREAS, the Application and Activity Performance Sections 3.10.2.1.3.2.6 and 3.10.2.2.4.2.4 of the Agreement provide, in part, that the Vendor may complete environmental reviews in collaboration with the County's Staff Augmentation Vendor; and

WHEREAS, the County requires the Vendor's assistance with Broad-Level Tier 1 Environmental Reviews, and the parties negotiated a flat rate fee for such services; and

WHEREAS, the County desires to amend the language in the Agreement pursuant to Section XVI, Miscellaneous, to provide for streamlined processes that best align with the administration of the individual housing program by the Vendor, ensure compliance with applicable regulations, and add fees for services necessary to carry out the County's CDBG-DR programs.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. The Vendor shall conduct its work under the Agreement in full compliance with all applicable federal, state, and County regulations for the CDBG-DR allocation under which the work is assigned, including the appropriate Federal Register without the need of an amendment to the Agreement. All future Task Orders shall identify the FEMA Disaster Number that applies to the assignment.
2. Exhibit C Fee Schedule is amended to include Broad-Level Tier 1 Environmental Review at the Flat Rate price of \$17,500.
3. Reimbursements for the administration of the individual housing program detailed in the Agreement will be made in compliance with the applicable policies and procedures governing the CDBG-DR allocations funding the work under this Agreement.
4. Sections 3.10.2.1.3.2.6 and 3.10.2.2.4.2.4 of the Detailed Specifications Section of Exhibit F incorporated into the Agreement shall be superseded in their entirety by the following:
"Ensure the completion of appropriate levels of environmental reviews for each activity. The vendor shall document each case file and the HUD Environmental Review Online System (HEROS) as necessary to ensure compliance with 24 CFR Part 58."

Except as expressly set forth herein, all of the terms, covenants and conditions of the Agreement are hereby ratified and confirmed, and each party, by the execution of this First Amendment of the Agreement hereby signifies their intent to be bound thereby.

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IN WITNESS WHEREOF, this First Amendment of the Agreement has been signed and sealed, in duplicate, by the respective parties hereto. Each individual signing this Amendment directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the Amendment on behalf of the party for whom it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into a binding Amendment on behalf of such party with respect to the matters contained herein and as stated herein.

DATED 2/25/2025 | 11:00 AM EST by the Lee County Board of County Commissioners.

APPROVED as to Form for the Reliance of
 Lee County Only

BY: DocuSigned by:
Amanda L. Swindle
EC9B5A5584DD473...
 County Attorney's Office

COUNTY: LEE COUNTY, FLORIDA
 BOARD OF COUNTY COMMISSIONERS

BY: DocuSigned by:
Kevin Ruane
22FDD6F16C7E43A...
 Kevin Ruane, Chair

DATE: 2/19/2025 | 2:30 PM EST

DATE: 2/20/2025 | 6:38 AM EST

ATTEST:

Signed by:
Melissa Butler
34140A3DDF374A2...
 Deputy Clerk



Horne, LLP

BY: *[Signature]*
 Authorized Signature

Scott Keller
 Authorized Signature Printed Name

Partner
 Authorized Signature Title