

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

Blue Sheet No. 20060632

May 9, 2006

1. ACTION REQUESTED/PURPOSE:

1) Approve FY2006 budget resolutions for the Supportive Housing Programs awarded to Lee County by the U.S. Department of Housing and Urban Development (HUD) through the Continuum of Care. 2) Authorize Chairman to sign HUD Grant Agreements and provider contracts.

2. WHAT ACTION ACCOMPLISHES:

Board action is necessary to establish the budget for the new funds and sign the agreements with HUD and the service providers.

3. MANAGEMENT RECOMMENDATION:

Provides needed services to Lee County's homeless population.

4. Departmental Category:

05

C5B

5. Meeting Date:

5-23-2006

6. Agenda:

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

7. Requirement/Purpose: (specify)

- Statute
- Ordinance
- Admin. Code
- Other
- 24 CFR Part 583-HUD Supportive Housing Regulations

8. Request Initiated:

Commissioner N/A
 Department Human Services
 Division N/A
 By: KAREN B. HAWES, DIRECTOR

[Signature] 5/9/06

9. Background:

The Board approved the submission of Lee County's FY2005 Homeless Continuum of Care application on May 31, 2005. The subsequent Supportive Housing Program awards are as follows:

Project FL14B50-3001 Renaissance Manor, Inc. Broadway Place (new)	\$ 132,789
Project FL14B50-3002 Southwest Florida Addiction Services - Fresh Start I (1 yr. renewal)	\$ 89,669
Project FL14B50-3003 Department of Human Services - LIFT (1 yr. Renewal)	\$ 119,722
Project FL14B40-3004 The Salvation Army, - Comprehensive Care Program (1 yr. renewal)	\$1,286,207
Project FL14B40-3005 Department of Human Services HMIS (1 yr. Renewal)	\$ 180,510
Project FL14C50-3006 Ruth Cooper Center - Shelter Plus Care (1 yr. Renewal)	\$ 81,120

The above award includes \$22,821 to cover Department of Human Services administrative expenses.

Attachments: 1) FY2006 Budget resolution

2) Grants at a Glance

3) 1 HUD Grant Agreement with transmittal letter -3 copies (RCC Shelter Plus Care).

Remaining five Grant Agreements will be forwarded upon receipt.

4) Award Letter dated December 19, 2005

10. Review for Scheduling

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>[Signature]</i>		N/A	N/A		RK 5/11	5/11/06	5/11/06	5/11/06	<i>[Signature]</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN: *[Signature]*
 5-10-06
 3:20
 COUNTY ADMIN FORWARDED TO: *[Signature]*
 5/11/06
 4:21

Rec. by CoAtty
 Date: 5/10/06
 Time: 2:15pm
 Forwarded to: *[Signature]*
 Adm. 5/10/06

RESOLUTION

Amending the General Fund #00100 budget to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2005-2006.

WHEREAS, in compliance with the Florida Statutes 129.06(2), it is the desire of the Board of County Commissioners of Lee County, Florida, to amend the General Fund #00100 budget for \$119,722 of unanticipated receipts from supportive housing grant proceeds and an appropriation of a like amount for salaries, indigent rent and utilities, and other grants and aid;

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

ESTIMATED REVENUES		
Prior Total:		\$538,439,348
Additions		
11083400100.331560.9012	SHP LIFT	\$119,722
Amended Total Estimated Revenues		\$538,559,070

APPROPRIATIONS		
Prior Total:		\$538,439,348
Additions		
11083400100.501210.140	Salaries Full-Time Regular	\$5,701
11083400100.501210.145	Salaries Full-Time Regular	16,821
11083400100.508303.101	Indigent Rent and Utilities	5,250
11083400100.508303.102	Indigent Rent and Utilities	5,250
11083400100.508303.104	Indigent Rent and Utilities	26,100
11083400100.508303.107	Indigent Rent and Utilities	26,100
11083400100.508303.113	Indigent Rent and Utilities	26,100
11083400100.508309	Other Grants & Aid	7,410
11083400100.508311.108	Indigent Transportation	990
Amended Total Appropriations		\$538,559,070

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

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

ATTEST:
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

CHAIRWOMAN

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

DOC TYPE YA
LEDGER TYPE BA

[Originator/Typist]

S:\DATA\OPS\REG\WORD\BUDGET AMENDMENTS\FUND 00100 BS#60632.DOT

RESOLUTION

Amending the Supportive Housing Program fund #13829 budget to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2005-2006.

WHEREAS, in compliance with the Florida Statutes 129.06(2), it is the desire of the Board of County Commissioners of Lee County, Florida, to amend the Supportive Housing Program fund #13829 budget for \$1,770,295 of the unanticipated revenue from supportive housing grant proceeds and an appropriation of a like amount for salaries, professional services and other grants and aid and;

WHEREAS, the Supportive Housing Program fund #13829 budget shall be amended to include the following amounts, which were previously not included.

ESTIMATED REVENUES

Prior Total:		\$2,374,575
Additions		
11083413829.331560.9000	SHP Lee County DHS Admin	\$17,120
11083413829.331560.9018	SHP Lee County HMIS	176,107
11083413829.331560.9002	SHP Salvation Army	1,277,020
11083413829.331560.9005	SHP SWFAS	87,533
11083413829.331560.9008	SHP Ruth Cooper Shelter Plus Care	81,120
11083413829.331560.9010	SHP Renaissance Manor	131,395
Amended Total Estimated Revenues		\$4,144,870

APPROPRIATIONS

Prior Total:		\$2,374,575
Additions		
11083413829.501210.145	Salaries Full-time	\$17,120
11083413829.503190.189	Other Professional Services	176,107
11083413829.508309.192	Other Grants and Aid	1,277,020
11083413829.508309.193	Other Grants and Aid	87,533
11083413829.508309.195	Other Grants and Aid	81,120
11083413829.508309.198	Other Grants and Aid	131,395
Amended Total Appropriations		\$4,144,870

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lee County, Florida, that the Supportive Housing Program fund #13829 budget is hereby amended to show the above additions to its Estimated Revenue and Appropriation accounts.

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

ATTEST:
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

CHAIRWOMAN

APPROVED AS TO FORM

DOC TYPE YA
LEDGER TYPE BA

OFFICE OF COUNTY ATTORNEY

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

GRANT AT A GLANCE

GRANT AWARD INFORMATION

1. County Grant ID (project #): 0834
2. Title of Grant: FY06 Supportive Housing Progr
3. Amount of Award: \$1,890,017
4. Amount of Match Required: \$35,915-LIFT & 49,354 HMIS
5. Type of Match: Cash
(cash, in-kind etc)

6. SOURCE OF GRANT FUNDS & CATALOG NUMBER:

FEDERAL <input checked="" type="checkbox"/> CFDA #14.235	STATE <input type="checkbox"/> CSFA #
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7. Agency Contract Number: See attached

8. Contract Period:	Begin Date:	End Date:
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9. Name of Subrecipient(s) See attached

10. Business Unit(s): 11083400100

11083413829

11. Scope of Grant: Funds DHS LIFT program and
(describe project)

4 agencies to provide services

to homeless persons, as well a

a Homeless Mgmt.Info.System.

FORWARD WITH AGREEMENT AND BLUE SHEET

ALL INFORMATION IS REQUIRED - DO NOT LEAVE ANY BLANKS - USE N/A WHEN NOT APPLICABLE

ADMINISTERING DEPARTMENT INFORMATION

1. Department: Human Services

2. Contacts:

Program Mgr. Ann Arnall	Phone #: 239 533-7920
Fiscal Mgr. Barbara J. Hollis	Phone #:239-533-7923

GRANTOR AGENCY INFORMATION

(The agency you signed this agreement with)

1. Grantor Agency: U.S.Dept. of Housing and Urban Dev

2. Program Title/Division:Supportive Housing Program

3. Agency Contact: Ron Muscarella,Sr. CPD Rep

4. Phone Number: (305) 536-4431, ext. 2320

5. Mailing Address: HUD Miami Field Office,
909 SE First Ave., Room 500, Miami

SOURCE OF FUNDS

1. Original Funding

Source: U.S. Dept. Housing & Urban Develo

(name of agency where funding originated from)

2. Pass Through Agency: n/a

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

3. Additional Information for Other Agencies Involved:

See attached

3a. Is the County a Grantee

or Subrecipient in #3 above: Both

FORWARD WITH AGREEMENT AND BLUE SHEET

ALL INFORMATION IS REQUIRED - **DO NOT LEAVE ANY BLANKS** - USE N/A WHEN NOT APPLICABLE

REPORTING REQUIREMENTS

1. Does this grant require a separate subfund? YES NO
(Example: you need to return interest earnings)

Please Explain: Prior years reported in 13829

2. Is funding received in advance? YES NO
(If YES, please indicate conditions for returning residual proceeds, or interest and the address to return it to, if different from the Grantor Agency Information)

COMMENTS--INSTRUCTIONS:

This is a competitive award. Lee County will continue to apply in the future but there is no guarantee of future awards.



U.S. Department of Housing and Urban Development
Washington, D.C. 20410-7000

RECEIVED
LEE COUNTY
DEPARTMENT OF
HUMAN SERVICES

OFFICE OF ASSISTANT SECRETARY
FOR COMMUNITY PLANNING AND DEVELOPMENT

2006 FEB -6 AM 11:09

December 19, 2005

Mr. Douglas R. St. Cerny
Chairman
Lee County Board of County Commissioners
2440 Thompson
Fort Myers, FL 33901

*C: Kaser
Richard
Ann*

Dear Mr. St. Cerny:

Subject: McKinney-Vento Homeless Assistance Competition

Congratulations. I am delighted to inform you that the homeless assistance application(s) your organization submitted in the 2005 McKinney-Vento Act homeless assistance competition was selected for funding in the amount of \$1,890,017. Enclosed is a listing that contains the individual projects with the project number.

President Bush and the Secretary of HUD, Alphonso Jackson, have made the fight against homelessness a high priority. The over \$1.1 billion we are awarding nationally through this year's homeless assistance competition is the result of that effort. These awards respond to local, comprehensive planning efforts and are designed to help homeless individuals and families move to self-sufficiency and permanent housing.

We have been pleased with the impressive community-wide planning efforts presented in the application submissions over the past several years. You should be proud that the project(s) listed on the enclosure, and identified by your community as high priorities, have been selected.

You will be receiving a letter from your local HUD field office providing more information about finalizing your award.

Congratulations again on your award. We are counting on you to use these precious resources in a timely and effective manner.

Sincerely,

Pamela H. Patenaude
Assistant Secretary

Enclosure(s)

Enclosure

Mr. Scott Eller
Renaissance Manor, Inc.
FL14B503001
Broadway Place
\$ 132,789

Ms. Rosemary Boisvert
Southwest Florida Addiction Services, Inc.
FL14B503002
Fresh Start
\$ 89,669

Ms. Karen Hawes
Lee County Board of County Commissioners
FL14B503003
Living Independently for Today (LIFT)
\$ 119,722

Ms. Meg M. Geltner
The Salvation Army, a Georgia Corporation
FL14B503004
Comprehensive Care Program
\$ 1,286,207

Ms. Ann Arnall
Lee County Board of County Commissioners
FL14B503005
Homeless Management Information System (HMIS)
\$ 180,510

Mr. Douglas R. St. Cerny
Lee County Board of County Commissioners
FL14C503006
Ruth Cooper - Shelter Plus Care
\$ 81,120

TOTAL AWARDED: \$ 1,890,017



U.S. Department of Housing and Urban Development

Atlanta Region, Miami Field Office
Brickell Plaza Federal Building
909 SE First Avenue, Rm. 500
Miami, FL 33131-3042

RECEIVED
LEE COUNTY
DEPARTMENT OF
HUMAN SERVICES

2006 APR 13 AM 11:34

April 7, 2006

Deanna Glickerson
Lee County Human Services
2440 Thompson Street
Fort Myers, FL 33901

Dear Ms. Glickerson:

Subject: Executed [Renewal] Shelter Plus Care Agreement
Shelter Plus Care Program
Project Number: FL14C50-3006
PIN Number: FL14150

I am pleased to forward three (3) executed [Renewal] Shelter Plus Care Grant Agreements under the Department of Housing and Urban Development's Shelter Plus Care Program. Please sign all three (3) and return two (2) copies to our office.

We have included in the package a copy of the financial instructions that you should share with your sponsor.

If you have any questions about how to proceed on your Shelter Plus Care grant, please contact Ronald M. Muscarella, Senior CPD Representative at (305) 536-4431 extension 2320. We look forward to working with you.

*Deanna
Am I approved to
sign - I think B.S. -
authorizes me - but
not sure K*

Sincerely,

Maria R. Ortiz, Director
Community Planning and
Development Division

Grant No: **FL14C50-3006**
Project Identifier Number: (PIN) **FL14150**
Official Contact Person: **Deanna Glickerson**
Telephone & FAX No. **(239) 533-7918 Fax (239) 533-7960**
Email Address: **dglickerson@leegov.com**
Tax ID No: **59-1287693**
Project Location **Ruth Cooper Center at 2789 Ortiz Ave. Ft.yers, FL 33905**

2005 SHELTER PLUS CARE RENEWAL AGREEMENT

This Agreement is made by and between the United States Department of Housing and Urban Development (HUD) and the Lee County Board of County Commissioners (the "Recipient").

This Agreement will be governed by Subtitle F of Title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the Act); the HUD Shelter Plus Care Program final rule codified at 24 CFR 582 ("the Rule") and the Notice of Funding Availability (NOFA), published on March 21, 2005 at 70 FR 13575 and 14273. The terms "Grant" or "Grant Funds" mean the funds for rental assistance that are provided under this Agreement. The term "Application" means the application submission on the basis of which a Grant was approved by HUD, including the certifications and assurances and any information or documentation required to meet any grant award conditions. The Application is incorporated herein as part of this Agreement; however, in the event of any conflict between the Application and any provision contained herein, this Shelter Plus Care Agreement shall control.

The following are attached hereto and made a part hereof:

- Exhibit 1 - The Shelter Plus Care Program Rule
- Exhibit 2 - for Tenant-based Rental Assistance
- Exhibit 3 - for Project-based Rental Assistance
- Exhibit 4 - for Sponsor-based Rental Assistance
- Exhibit 5 – for Section 8 Moderate Rehabilitation for Single Room Occupancy

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. Recipient agrees to conduct an ongoing assessment of the rental assistance and supportive services required by the participants in the program; to

assure the adequate provisions of supportive services to the participants in the program; to be responsible for overall administration of this grant, including overseeing any subrecipients, contractors and subcontractors; and to comply with such other terms and conditions, including record keeping and reports (which must include racial and ethnic data on participants for program monitoring and evaluation purposes), as the Secretary may establish for purposes of carrying out the program in an effective and efficient manner.

The recipient and project sponsor, if any, will not knowingly allow illegal activities in any unit assisted with S+C funds.

A default shall consist of any use of Grant Funds for a purpose other than as authorized by this Agreement, noncompliance with the Act, Rule, any material breach of the Agreement, failure to expend Grant Funds in a timely manner, or misrepresentations in the Application submissions that, if known by HUD, would have resulted in a grant not being provided. Upon due notice to the Recipient of the occurrence of any such default and the provision of a reasonable opportunity to respond, HUD may take one or more of the following actions:

- (a) direct the Recipient to submit progress schedules for completing approved activities;
- (b) issue a letter of warning advising the Recipient of the default, establishing a date by which corrective actions must be completed and putting the Recipient on notice that more serious actions will be taken if the default is not corrected or is repeated;
- (c) direct Recipient to establish and maintain a management plan that assigns responsibility for carrying out remedial actions;
- (d) direct the Recipient to suspend, discontinue or not incur costs for the affected activity;
- (e) reduce or recapture the grant;
- (f) direct the Recipient to reimburse the program accounts for costs inappropriately charged to the program;
- (g) continue the Grant with a substitute Recipient selected by HUD;
- (h) other appropriate action including, but not limited to, any remedial action legally available, such as affirmative litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions and any other available remedies.


No delay or omissions by HUD in exercising any right or remedy available to it under the Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Recipient default.

This Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient. More specifically, Recipient shall not change sponsor or population to be served without the prior approval of HUD. No right, benefit, or advantage of the Recipient or Sponsor hereunder may be assigned without prior written approval of HUD. The effective date of the Agreement shall be : 04/30/06 the expiration of the prior grant that is being renewed

Execution of this Agreement terminates any S+C Amendment and Extension Agreement executed by the parties, as of the effective date of this Agreement. (Execution of this Agreement terminates the Grant Agreements for the grants identified in the attached exhibits, as of the effective date of this agreement.)

By signing below, Recipients which are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development
BY:  (Date 4-5-06)
(Signature)

Maria R. Ortiz-Hill
)
Director, Community Planning and Development Division
(Title)

RECIPIENT

(Name of Organization) (Date) _____

BY: _____
(Signature of Authorized Official)

Name

Title

ATTACHMENT 1
EXHIBIT 4

SPONSOR-BASED RENTAL ASSISTANCE (SRA)

1. HUD agrees, subject to the terms of the Agreement, to provide the Grant Funds in the amount specified below for the approved project(s) described in the Application. HUD's total funding obligation is **\$81,120** for **9 units** of sponsor-based rental assistance.
2. The term of this Grant Agreement shall be five (5) years.
3. Recipient shall administer the overall S+C/SRA component, ensure the provision of supportive services described in the Application and enter into contract(s) with the sponsor(s) listed in the Application, which either own or lease dwelling units. The contract shall provide that rental assistance payments shall be made to the sponsor and that the assisted units shall be occupied by eligible persons.
4. Recipient agrees to comply with all requirements of this Agreement and to accept responsibility for such compliance by any entities to which it makes Grant Funds available.
5. Recipient shall receive aggregate amounts of Grant Funds not to exceed the appropriate existing housing fair market rental value under Sec. 8(c)(1) of the United States Housing Act of 1937 in effect at the time the Application was approved. This fair market rent may be higher or lower than the fair market rent in effect at the time of application submission. Any amounts not needed for a year may be used to increase the amount available in subsequent years.

ATTACHMENT 7

Sponsor Tax Identification Form
(**Projects with SRA Only**)

Grant Number	Sponsor's Name	Sponsor's Address	Tax ID Number
FL14C50-3006 FL14150	Lee County Board of County Commissioners	2440 Thompson Street, FT. Myers FL 33409	59-1287693