



DOCUMENT ROUTING FORM

Rev: 7 | Revision Date: 04/02/2025

2C

CITY MANAGER AND/OR MAYOR'S REVIEW AND SIGNATURE REQUEST COVERSHEET

1) ORIGINATING OFFICES (Charter/Department):

Routing Start Date: 07/23/2025

☒ Agenda Item ☐ Non-Agenda

Charter Ofc: CAO

Router Name: Erica K.

Ext: 6088

Department: Attorney

Router Name:

Ext:

Commission Mtg. Date: 10/18/2017

CAM #: 17-1054

Item #: CM-1 PH-1

Document Title:

6/4/24

24-0448

PUBLIC SERVICE AGREEMENT - HOUSING OPPORTUNITIES MORTGAGE ASSISTANCE & EFFECTIVE NEIGHBORHOOD SOLUTIONS, INC., D/B/A H.O.M.E.S., INC.

CAM attached: ☒ Yes ☐ No Action Summary attached: ☐ Yes ☐ No CIP FUNDED: ☐ YES ☐ NO

Capital Investment / Community Improvement Project defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "real property" include land, real estate, realty or real.

2) CITY ATTORNEY OFFICE (CAO): Documents to be signed/routed? ☒ Yes ☐ NoIs the attached Granicus document Final? ☒ Yes ☐ No Number of originals attached: 2

Attorney's Name: Lynn Solomon

Approved as to Form: ☒ Yes ☐ No Initials: [Signature]

Continue Routing To: FIN (if applicable) Date: and then to CCO Date: 8-13-25

3) CITY CLERK OFFICE (CCO):

Clerk Initials: WAY

of originals: 2

Routed to Dept/Charter Ofc.:

Date: 08/13/25

4) CITY MANAGER OFFICE (CMO): Received From: CCO Date: 8/14/25 CMO LOG #: A0638

TO ACM/AcACM: ☐ S. Grant ☐ A. Fajardo ☐ B. Rogers, ☒ C. Cooper ☐ L. Reece Date: 8/14/25

Comments/Questions:

ACM/AcACM Initials: [Signature] for continuous routing to Manager/Executive Director Rickelle Williams.

CMO Log Out & Forward to CCO, Date: 8/15/25, for continuous routing to the Mayor.

5) MAYOR/CRA CHAIRMAN:

Date Received:

Date to CCO:

Please sign as indicated and forward the originals to the City Clerk's Office for a final processing and review of attestation and/or seal, if applicable.

6) INSTRUCTIONS TO CITY CLERK'S OFFICE: Please retain a scan record copy and forward originals to:

Dept.: HCH *Name: Loree Graham Contact # XT-4523

*Please scan the record copy to the City Clerk once review and sign at the last level of government (Federal, State, County) is complete.

Scan Date: Attach certified Resolution # ☐ Yes ☐ No Original form route to CAO

* Email scan to Erica K. XT-6088

FY 2024 Community Planning and Development Formula Program Allocations

NAME	STA	CDBG	RHP	HOME	ESG	HOPWA	HTF	KEY	CNSRTKEY
State of Florida	FL	\$24,778,539	\$1,131,822	\$16,630,496	\$6,058,545	\$9,925,739	\$7,297,924	129999	
Boca Raton	FL	\$488,242	\$0	\$0	\$0	\$0	\$0	120234	
Boynton Beach	FL	\$565,144	\$0	\$0	\$0	\$0	\$0	120264	
Bradenton	FL	\$451,518	\$0	\$0	\$0	\$0	\$0	120270	
Cape Coral	FL	\$1,089,925	\$0	\$363,088	\$0	\$0	\$0	120402	
Clearwater	FL	\$940,482	\$0	\$400,222	\$0	\$0	\$0	120492	
Cocoa	FL	\$119,567	\$0	\$0	\$0	\$0	\$0	120516	
Coral Springs	FL	\$788,542	\$0	\$0	\$0	\$0	\$0	120588	
Crestview	FL	\$167,833	\$0	\$0	\$0	\$0	\$0	120612	
Davie	FL	\$728,659	\$0	\$0	\$0	\$0	\$0	120684	
Daytona Beach	FL	\$629,246	\$0	\$354,080	\$0	\$0	\$0	120690	
Deerfield Beach	FL	\$708,864	\$0	\$0	\$0	\$0	\$0	120708	
Delray Beach	FL	\$444,593	\$0	\$0	\$0	\$0	\$0	120732	
Deltona	FL	\$519,094	\$0	\$0	\$0	\$0	\$0	120738	
Ft Lauderdale	FL	\$1,498,833	\$0	\$631,429	\$0	\$8,063,888	\$0	120954	
Ft Myers	FL	\$671,922	\$0	\$0	\$0	\$0	\$0	120966	
Fort Pierce	FL	\$529,209	\$0	\$0	\$0	\$0	\$0	120996	
Fort Walton Beach	FL	\$134,174	\$0	\$0	\$0	\$0	\$0	121008	
Gainesville	FL	\$1,386,148	\$0	\$548,431	\$0	\$0	\$0	121038	
Hialeah	FL	\$2,399,902	\$0	\$1,283,141	\$220,202	\$0	\$0	121236	
Hollywood	FL	\$1,234,567	\$0	\$517,547	\$0	\$0	\$0	121320	
Homestead	FL	\$917,424	\$0	\$388,732	\$0	\$0	\$0	121344	
Jupiter	FL	\$273,367	\$0	\$0	\$0	\$0	\$0	121512	
Kissimmee	FL	\$896,880	\$0	\$0	\$0	\$0	\$0	121572	
Lakeland	FL	\$851,621	\$0	\$385,060	\$0	\$0	\$0	121662	
Largo	FL	\$587,822	\$0	\$0	\$0	\$0	\$0	121710	
Lauderhill	FL	\$758,175	\$0	\$0	\$0	\$0	\$0	121728	
Marco Island City	FL	\$54,770	\$0	\$0	\$0	\$0	\$0	121874	
Melbourne	FL	\$569,828	\$0	\$0	\$0	\$0	\$0	121926	
Miami	FL	\$5,090,474	\$0	\$2,988,177	\$470,037	\$14,272,865	\$0	121968	
Miami Beach	FL	\$889,998	\$0	\$508,242	\$0	\$0	\$0	121974	
Miami Gardens	FL	\$1,003,648	\$0	\$361,075	\$0	\$0	\$0	121976	
Miramar	FL	\$817,057	\$0	\$0	\$0	\$0	\$0	122022	
North Miami	FL	\$779,123	\$0	\$289,658	\$0	\$0	\$0	122142	
Ocala	FL	\$501,396	\$0	\$0	\$0	\$0	\$0	122214	
Orlando	FL	\$2,514,174	\$0	\$1,186,469	\$213,100	\$5,674,618	\$0	122292	
Palm Bay	FL	\$776,641	\$0	\$0	\$0	\$0	\$0	122358	
Palm Beach Gardens	FL	\$248,125	\$0	\$0	\$0	\$0	\$0	122370	
Palm Coast	FL	\$480,948	\$0	\$0	\$0	\$0	\$0	122374	
Panama City	FL	\$376,717	\$0	\$0	\$0	\$0	\$0	122406	
Pembroke Pines	FL	\$1,118,260	\$0	\$0	\$0	\$0	\$0	122448	
Pensacola	FL	\$763,948	\$0	\$0	\$0	\$0	\$0	122466	
Pinellas Park	FL	\$375,635	\$0	\$0	\$0	\$0	\$0	122502	
Pompano Beach	FL	\$986,989	\$0	\$403,898	\$0	\$0	\$0	122538	
Port Orange	FL	\$370,260	\$0	\$0	\$0	\$0	\$0	122568	
Port St Lucie	FL	\$1,039,835	\$0	\$0	\$0	\$0	\$0	122586	
St. Cloud City	FL	\$326,959	\$0	\$0	\$0	\$0	\$0	122700	
St Petersburg	FL	\$1,789,011	\$0	\$684,777	\$161,487	\$0	\$0	122724	
Sanford	FL	\$464,255	\$0	\$0	\$0	\$0	\$0	122754	
Sarasota City	FL	\$369,681	\$0	\$787,995	\$0	\$0	\$0	122766	12C021
Sebastian City	FL	\$105,116	\$0	\$0	\$0	\$0	\$0	122808	
Sunrise	FL	\$633,614	\$0	\$0	\$0	\$0	\$0	122958	
Tallahassee	FL	\$1,869,974	\$0	\$888,567	\$168,138	\$0	\$0	123000	
Tamarac	FL	\$492,874	\$0	\$0	\$0	\$0	\$0	123006	
Tampa	FL	\$3,069,380	\$0	\$1,514,052	\$280,611	\$5,327,474	\$0	123012	
Titusville	FL	\$307,980	\$0	\$0	\$0	\$0	\$0	123048	
Wellington	FL	\$289,226	\$0	\$0	\$0	\$0	\$0	123213	
West Palm Beach	FL	\$1,039,077	\$0	\$492,244	\$0	\$3,670,002	\$0	123252	
Brevard County	FL	\$1,386,307	\$0	\$1,082,067	\$0	\$0	\$0	129009	12C020
Broward County	FL	\$4,507,667	\$0	\$3,880,746	\$245,888	\$0	\$0	129011	12C140

Clay County	FL	\$1,000,319	\$0	\$390,717	\$0	\$0	\$0	129019	
Collier County	FL	\$2,580,569	\$0	\$737,647	\$212,060	\$0	\$0	129021	
Jacksonville	FL	\$6,853,388	\$0	\$3,247,217	\$582,374	\$3,112,672	\$0	129031	
Escambia County	FL	\$1,697,854	\$0	\$1,253,658	\$0	\$0	\$0	129033	12C114
Hernando County	FL	\$1,122,376	\$0	\$392,305	\$0	\$0	\$0	129053	
Hillsborough County	FL	\$7,334,202	\$0	\$2,783,945	\$637,010	\$0	\$0	129057	
Lake County	FL	\$1,900,542	\$0	\$751,927	\$0	\$0	\$0	129069	
Lee County	FL	\$3,127,061	\$0	\$935,108	\$271,149	\$0	\$0	129071	
Manatee County	FL	\$1,795,567	\$0	\$548,806	\$162,357	\$0	\$0	129081	
Marion County	FL	\$2,170,659	\$0	\$882,913	\$190,989	\$0	\$0	129083	12C228
Miami-Dade County	FL	\$13,108,671	\$0	\$4,769,560	\$1,052,096	\$0	\$0	129086	
Orange County	FL	\$7,338,797	\$0	\$2,597,142	\$645,988	\$0	\$0	129095	
Osceola County	FL	\$1,506,705	\$0	\$850,894	\$0	\$0	\$0	129097	12C996
Palm Beach County	FL	\$6,487,957	\$0	\$2,201,524	\$568,768	\$0	\$0	129099	
Pasco County	FL	\$3,099,096	\$0	\$1,167,197	\$266,550	\$0	\$0	129101	12C985
Pinellas County	FL	\$2,338,964	\$0	\$1,091,182	\$217,543	\$0	\$0	129103	12C018
Polk County	FL	\$3,995,282	\$0	\$1,358,632	\$356,323	\$0	\$0	129105	
St. Johns County	FL	\$1,143,988	\$0	\$0	\$0	\$0	\$0	129109	
Sarasota County	FL	\$1,738,899	\$0	\$0	\$155,483	\$0	\$0	129115	
Seminole County	FL	\$2,200,355	\$0	\$840,010	\$191,277	\$0	\$0	129117	
Volusia County	FL	\$1,702,132	\$0	\$660,377	\$148,997	\$0	\$0	129127	
St. Lucie County	FL	\$0	\$0	\$869,337	\$0	\$0	\$0	12C972	12C972
State of Georgia	GA	\$40,984,884	\$0	\$20,987,402	\$4,619,986	\$6,665,187	\$4,454,125	139999	



CITY OF FORT LAUDERDALE 700 NW 19th Avenue, Fort Lauderdale, Florida 33311
April 8, 2024 – 4:00 P.M.

APPROVED
Meeting Minutes
City of Fort Lauderdale
Community Services Board
Department of Sustainable Development

MEMBERS		PRESENT	ABSENT
Christi Rice, Chair	P	7	1
William J. Dunne, Vice Chair	P	5	2
Wismy Cius	P	4	0
Latrisha Greaves	P	7	1
Gary Hensley (dep. 6:55)	P	1	0
Sharon Hughes	P	5	3
Ronald Pierre	P	7	3

Staff Present

Rachel Williams, Housing and Community Development Manager
Eveline Dsouza, Administrative Supervisor, Housing and Community Development
Karen Cruitt, Recording Secretary, Prototype, Inc.

Communications to City Commission

None.

I. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE

- **Quorum Requirement – As of April 1st, 2024, there are 7 appointed members to the Board, which means 4 constitutes a quorum**

Chair Rice called the meeting to order at 4:03 p.m. Roll was called and it was noted a quorum was present. The Pledge of Allegiance was recited.

II. WELCOME / BOARD AND STAFF INTRODUCTIONS

III. APPROVAL OF MINUTES – March 11, 2024

Motion made by Mr. Hensley, seconded by Mr. Cius, to approve. In a voice vote, the **motion** passed unanimously.

IV. CDBG FY 24-25 GRANT APPLICATION PRESENTATION
(3 minutes for presentation and 7 minutes for Q&A each agency, per program)

Chair Rice noted that all presentations by applying agencies would be made via Zoom. She noted that the Board members have read the applications in advance.

1. Broward Partnership for the Homeless

Nick Green, representing Broward Partnership for the Homeless, stated that the agency is the largest provider of homeless services in Broward County. Their request is for \$50,000 in Community Development Block Grant (CDBG) funds, which would cover the emergency food and shelter program at their Central Homeless Assistance Center, which is located in Fort Lauderdale and has 230 beds. They serve approximately 1000 individuals annually.

The requested CDBG funding would be broken up into three parts:

- \$28,000 for food services: this is one of the agency's core programs
- \$12,000 for supplies and shelter: most individuals at the Central Homeless Assistance Center have no income for basic personal supplies
- \$10,000 for transportation: this includes bus passes and van service to take clients to and from appointments

The funds would provide a solid core of the agency's services to their clients, which include behavioral health assistance, job placement, and housing navigation. They provide 133 permanent supportive housing units throughout Broward County, and recently opened a 72-unit housing development in Fort Lauderdale.

Ms. Greaves requested clarification of how the \$10,000 limit for transportation was determined. Mr. Green replied that this includes the cost of bus passes, which may be daily, weekly, or monthly, depending upon where the individual is within the program. He estimated that at least 50% of clients need bus passes.

Ms. Greaves asked if the \$10,000 amount is based on the specific costs associated with the bus passes. Mr. Green advised that he is a grant writer for the agency and did not know the itemized cost of bus passes; this aspect is overseen by program staff. He added that this is the amount allocated consistently to bus passes over the last five years.

Ms. Rice noted that the amount of a bus pass may vary depending upon whether it is a daily, weekly, or monthly pass. Ms. Greaves explained that she had wished to know whether the agency is purchasing a certain amount of each type of pass, as each type comes with a different cost. The passes may also have different costs from one year to the next.

Ms. Rice asked if \$10,000 was the agency's entire budget for bus passes. Mr. Green clarified that this is only the amount associated with today's CDBG request. He added that clients are not immediately given longer-range bus passes, but are provided with

them as they work toward the goal of leaving homelessness. They must also prove that the passes are used toward appointments, interviews, and other needs.

Ms. Greaves also noted that the agency's application refers to a cost of \$11.66 per meal, and states that clients are provided with three nutritious meals daily. She requested an example of what one day's meals might be. Mr. Green replied that the agency provides nutritiously balanced meals which take dietary restrictions into consideration. A typical meal would include protein and vegetables. Lunches are packed for clients who are working so they do not have to spend earned money toward meals.

Ms. Greaves asked if the meals are prepared by a chef or pre-packaged. Mr. Green stated that the agency contracts with a culinary institute.

Vice Chair Dunne commented that while he felt the application was strong, some of the performance indicators may be in need of adjustment so the agency can directly quantify the impacts of the funding provided.

2. Jack & Jill Children's Center

Gregory Musser, representing Jack & Jill Children's Center, stated that the agency's request is for \$50,000 for eight to 12 scholarships for the Promising Futures Empowerment Program. Jack & Jill Children's Center provides high-quality early and elementary education which focuses on enabling children to grow emotionally and physically in a safe and nurturing environment.

Funding the Promising Futures program supports families by providing the child care and benefits necessary for a high-quality education. Parents are able to attend school, remain employed, or pursue advanced careers. Allowing children to attend educational programs also bolsters the agency's Support Program, which is a health program that provides full access to a nurse who works with children and families on-site. There is also a telemedicine program which assists on school property and can reach families in their homes as well.

Families are also strengthened through case management and emergency assistance. When children are on campus, they are provided with two hot meals each day as well as snacks. The CDBG funds would allow children not only to attend early and elementary school, but also provides them with health programming services, financial assistance, and financial coaching.

The requested funds would fund eight to 12 scholarships in the Promising Futures Program, which would encompass not only the scholarship for education but a health program, family program, and support services.

Ms. Greaves asked what dollar amount the scholarship recipients would receive. Susan Stanley, also representing Jack & Jill Children's Center, explained that the amount is calculated using a sliding scale: it is based on household income and how many individuals live in that household, as well as the age of the child and the program in which they are enrolled.

3. South Florida Institute on Aging

Suze Vedrine, representing South Florida Institute on Aging (SoFIA), explained that the agency requests \$50,000 in CDBG funds to provide a monthly stipend and mileage reimbursement to their Senior Companion Program volunteers, as well as to a portion of staff which oversees that program and a portion of the CEO's salary.

Volunteers are committed to aiding elderly and disabled adults in maintaining their independence through the Senior Companion Program as well as Rapid Response Services. Rapid Response Services apply to individuals facing severe limitations, such as limited mobility and cognitive challenges, who cannot access virtual assistance. The program's efforts have empowered over 500 individuals to continue living independently at home through regular volunteer visits and active engagement.

Volunteers receive a \$4/hour tax-deductible monthly stipend plus mileage reimbursement based on the distance from their homes to the clients they are serving. Volunteers' hours may vary from five to 30 or 40 hours per week. They undergo training, attend bi-monthly in-service meetings, orientation sessions, and on-site programs which equip them with the essential skills to assist clients and caregivers. Daily activities include coping strategies and sensitivity training.

Volunteers are provided with information on community resources covering areas such as dementia, health services, housing, mental health, nutrition, and security. Volunteers complete a respite education and support program, which prepares them to offer respite support to caregivers of individuals with disabilities and various health care needs. Volunteers are also stationed at adult day care centers and offer on-site training to assist clients who may have dementia, Alzheimer's disease, and disabilities.

Mr. Hensley requested clarification of SoFIA's physical address. Cresha Reid, president and CEO of the organization, stated that the address is a post office box in Fort Lauderdale, as they do not have a physical building.

Mr. Hensley also noted that the resume of an individual named in the application stopped at the year 2005. Ms. Reid confirmed that the individual is still with the agency.

Ms. Greaves requested clarification of whether a senior companion would be working or volunteering each week. Ms. Reid replied that these individuals volunteer their time and receive a \$4/hour stipend. This amount was calculated because the Senior Companion Program is part of AmeriCorps Seniors, which establishes the stipend.

Vice Chair Dunne requested clarification of the amount of the CEO's salary that would be paid using CDBG funds. Ms. Reid estimated this was less than 5%.

4. Women in Distress of Broward County

Susan Evans, representing Women in Distress of Broward County, stated that the agency provides assistance to victims and families experiencing domestic violence in Broward County. They are the only state-certified domestic violence center serving this county, and provide temporary emergency shelter, advocacy, and other crisis intervention services to empower victims and families to heal from the trauma of domestic abuse and begin new lives free of violence.

The agency's request is for \$50,000, which would subsidize the cost of providing emergency shelter and support services to Fort Lauderdale residents who are fleeing or attempting to flee domestic abuse. Domestic abuse is the leading cause of homelessness among women and children globally. The \$50,000 requested represents 2% of the \$2.2 million annual cost of operating the emergency shelter. The requested amount will pay for salaries and benefits of shelter staff, with the balance to go toward other program costs such as recruiting and training staff.

With the requested funding, the agency plans to serve a minimum of 50 Fort Lauderdale residents who use shelter services, outreach, or non-residential programming. It will also fund 500 nights at the shelter and a minimum 200 hours of advocacy. Last year's CDBG allocation helped the agency provide Fort Lauderdale residents with more than 13,000 nights at the shelter, or 28% of total nights provided, which was 46,865 nights. This amount was an organizational milestone.

The previous year, Women in Distress of Broward County also provided more than 4500 hours of advocacy, counseling, therapy, and other support services to Fort Lauderdale residents. Legal services were provided to 76 residents seeking injunctions or restraining orders for protection. They also vetted 116 crisis line calls.

Ms. Hughes asked how much of the requested funding would go toward recruiting. Ms. Evans replied that this would be \$4545. In addition to recruiting new staff, this amount could also be spent in onboarding, training, licensing, permitting, and fees associated with operating the shelter.

Mr. Cius stated that he had reviewed how the organization's outcomes were evaluated in the previous fiscal year and expressed concern that these outcomes did not reflect what was projected in terms of client achievement. He requested clarification of how outcomes would be measured. Ms. Evans replied that because Florida law prohibits the keeping of client records, all information is submitted into the client database used by all domestic violence centers in the state of Florida. Whenever a service is offered or provided, it is noted in this system.

Ms. Evans cited the example of safety planning, which is done upon intake and registration and recurs frequently. She added that linkage and referrals to other services within the organization are provided, such as on-site child care services, a pet shelter, health care services, legal services, and economic empowerment services. Everyone in the shelter receives food, clothing, baby care items as needed, over-the-counter medications, transportation to medical visits, advocacy, and crisis counseling. This information is entered into the database and regular reports are produced.

Mr. Cius explained that he was seeking a more qualitative than quantitative response, which would describe the process through which scores are achieved.

Ms. Greaves asked if staff is available on a 24/7 basis to provide support to victims, recalling that there were staffing concerns for Women in Distress in the past. Ms. Evans confirmed that the shelter operates 24/7, and advocates are in the shelter at all times. The organization is constantly working to improve pay and benefits for its employees.

Ms. Greaves asked if any clients have been turned away. Jeff Metcalf, also representing Women in Distress of Broward County, replied that at the intake process, individuals who do not need to be in the emergency shelter are identified and their needs are addressed through outreach. He emphasized that the organization will never leave an individual in danger. At times this may mean placing an individual in another place, such as a hotel room, if there are no beds in the shelter.

Vanessa Bongiorno, also representing Women in Distress of Broward County, further explained that referrals are always provided to 2-1-1 Broward or other organizations in the community. There is a significant network of community partners.

5. HOMES, Inc.

It was clarified that HOMES, Inc. was applying for CDBG funds in the Community-Based Development Organizations (CBDO) category, which is separate from the Public Services category under which other CDBG agencies applied.

Linda Taylor, representing HOMES, Inc., stated that the organization has served the Broward County community for 25 years and is applying for CDBG funds for its self-sufficiency program for young people who have aged out of foster and relative care. The program's goal is to help these young people create self-sufficiency and avoid predatory situations.

HOMES, Inc. has a two-acre campus near Downtown Fort Lauderdale with offices as well as 13 apartments including 21 bedrooms for young people who live with their small children. If a two-bedroom apartment is shared with a roommate, both

roommates pay \$300/month; a resident in a one-bedroom apartment pays \$400/month.

HOMES, Inc. requests \$125,000 to assist with the programmatic costs of this program. Their budget is roughly \$700,000. Some urgent costs recently experienced include increased insurance as well as maintenance and repairs of units. The self-sufficiency program requires that all young people work toward their goals. All participants are required to work and go to school at the appropriate level.

HOMES, Inc. provides several wraparound services to ensure that participants are successful in their efforts. Each young person is assigned a life coach who helps them with basic needs, such as seeking insurance or completing food stamp applications. There is also a paid internship program in which HOMES, Inc. pays \$16/hour for participants who work 20 hours/week. The goal is to provide on-the-job training skills in a friendly environment.

Ms. Greaves requested clarification between programs that pay participants \$14/hour and \$16/hour. Ms. Taylor explained that there has been an increase from \$14 to \$16 in this program, which is funded by the Children's Services Council of Broward.

V. HOPWA FY 24-25 GRANT APPLICATION PRESENTATION
(3 minutes for presentation and 7 minutes for Q&A each agency, per program)

Chair Rice noted that Mr. Hensley has submitted paperwork related to a conflict of interest and will refrain from participating in this portion of the meeting. She also reminded the Board members that some Housing Opportunities for Persons with HIV/AIDS (HOPWA) applicant agencies are applying for funding for multiple programs.

1. Broward Regional Health Planning Council

Michele Rosiere, representing Broward Regional Health Planning Council (BRHPC), stated that the agency has been a nonprofit for 42 years. Its board members are appointed by the Broward County Board of County Commissioners. Some of its strong points include financial capacity, unqualified audits with no findings, and financial monitoring with no corrective actions. Five of the six members of its leadership team have been present for all 16 years in which BRHPC has received HOPWA funds. The HOPWA allocation represents 2.5% of BRHPC's budget.

Support services provided by BRHPC include centralized eligibility for 8146 clients living with HIV/AIDS in Broward County. They provide medical care and case management, services for individuals living with HIV who have insurance, and insurance benefit management for the state of Florida. They also provide supportive services such as rental assistance and case management for families.

Sharon Alveranga-Jones, also representing BRHPC, advised that 95% of applications are approved. She reviewed numbers of clients participating in the agency's programs.

Chair Rice requested clarification of how many clients BRHPC proposes to serve per program. Ms. Alveranga-Jones replied that a total of 427 clients will be served through the short-term rent, mortgage, and utility (STRMU), temporary emergency hotel voucher (TEHV), and permanent housing placement (PHP) programs.

Mr. Cius requested additional information on how BRHPC's programs assist clients in achieving their best health outcomes. Ms. Rosiere replied that the organization is co-located with additional services and ensures that clients are linked to the Ryan White Foundation or other funding sources for medical care. This will screen clients and determine their eligibility for insurance. They also offer insurance premium assistance as well as assistance with out-of-pocket medical payments.

2. Broward House Inc.

Matthew Patterson, representing Broward House, stated that the organization's facility-based program has served 103 clients over the past year. He recalled that the facility was damaged by the April 2023 flood and was required to shut down for approximately half of that year; however, they were still able to serve 60 clients, all of whom eventually transitioned to stable housing. The organization met all of its outcomes and is now located in a new facility.

Clients receive intensive day treatments and case management. Broward House leverages different sources to provide clients with the greatest stability and support to help them be successful when transitioning away from the facility. Its assisted living facility is slated to reopen within the next few weeks.

44 of the facility's 74 beds are funded with HOPWA funds, with an additional nine beds available in reserve if needed. They receive funding through the Ryan White Foundation for emergency housing and through Broward County for medical respite. The all-inclusive facility provides 24-hour nursing care, three meals per day, and snacks.

Ms. Greaves asked why some clients receive Section 8 housing vouchers rather than returning to their families. Mr. Patterson replied that staff performs a housing assessment when a client comes into the facility; not everyone who receives HOPWA funds for transitional housing qualifies for Section 8. Some clients leave the facility and move to halfway houses, sober homes, or back to their families if it is safe. Others may use different HOPWA services to move into independent living. For some clients, Section 8 vouchers may be the end goal rather than full self-sufficiency.

Mr. Cius asked for a description of how the facility-based housing program assists clients toward the best outcomes. Mr. Patterson explained that Broward House is a

housing-first initiative: they recognize that it is difficult for an individual to focus on their health until their basic needs of shelter and safety are met. Clients often come in from the streets with nothing and may have multiple health concerns, such as substance abuse disorders or failure to secure medication. The transitional housing provided by the assisted living facility gives them time to stabilize. He emphasized the importance of housing as a foundational step.

Mr. Patterson continued that unlike other housing-first agencies, Broward House does not put clients into an independent living situation without the skills necessary to thrive in that environment. They provide structure from the beginning, asking clients with income to pay 30% of that income as rent. Should they fall behind, this is addressed on a case-by-case basis with counseling. A new service offers stabilized clients the opportunity to have their own rooms in the facility so they can learn skills and form good habits before moving on to the next level of housing. He concluded that housing is the number-one indicator of whether or not treatment for substance abuse is successful.

Mr. Pierre asked how long clients have to stabilize before they move on to the next step toward independent living. Mr. Patterson emphasized that Broward House works on a case-by-case basis. Clients work with an integrated care team which focuses on behavioral health, case management, and medical support. The typical length of a stay is 152 days. Last year, because of the flooding, this was slightly longer at 165 days. The organization seeks not to keep clients in transitional housing for too long a time.

Mr. Patterson continued that Broward House has a bank of halfway houses with which they regularly work, as well as landlords who accept housing vouchers. They are working to increase this list.

Tamika Weaver, also representing Broward House, addressed the project-based rental program, which focuses on providing clients with the tools to achieve independent living. They teach clients how to use different tools in a home environment to keep their homes secure, and show them how to maintain areas of their homes. They also teach clients how to work within a budget. The project-based rental program helps them to understand how to maintain a healthy budget on a fixed income.

The project-based rental program focuses first on small successes and outcomes. Many clients in this program are raised to self-sufficiency, whether through a tenant-based housing program or through Section 8 housing.

Chair Rice noted that Broward House's projected client count for the project-based program is 77 clients.

Ms. Weaver moved on to Broward House's tenant-based rental voucher (TBRV) program, emphasizing the importance of strengthening relationships with landlords to this program. They provide orientation for landlords to explain what the TBRV program includes, and also assure them that case management will be implemented into these relationships. Case managers visit rental units regularly.

Chair Rice noted that the projected client count for Broward House's TBRV program is 130 clients.

Chair Rice recalled that in previous years, the TBRV portion of the HOPWA grant has been underused, and asked if the improved landlord relationships may address this concern. Ms. Weaver stated that not all landlords clearly understood the TBRV program, which made it more difficult to move tenants into those units. Building relationships with landlords so they understand that a case manager will remain involved can make landlords feel more at ease with the program. She hoped the program will serve more than the projected 130 clients.

At this time Chair Rice invited the BHRPC representatives back to present on their TBRV program.

Ms. Rosiere stated that one of the first aspects of work with a client is the housing stability assessment, which reviews benefits, resources, potential barriers, housing preferences, and budgeting. This is followed by a focus on increasing client income by training in budgeting, finances, and credit. The agency has a partnership with Consolidated Credit. There is also a focus on HIV outcomes and treatment to ensure that the latest information is available in relation to case management, medication, and insurance, as well as third-party benefits such as Medicare or Medicaid.

Ms. Alveranga-Jones offered examples of working with clients to use supportive services toward achieve independent living.

Ms. Greaves requested clarification of the projected client count for the TBRV program. Mike DeLucca, also representing BHRPC, replied that this is estimated at 250, depending upon rental costs. He pointed out that each different rental building has a different price; however, the organization feels they can reach at least 250 clients.

3. Mount Olive Development Corporation

Dr. Rosalind Osgood, representing Mount Olive Development Corporation (MODCO), stated that the organization requests to continue providing project-based rental services. They currently serve 32 clients and hope to continue this service with a focus on housing-first care as well as providing stable medical care.

MODCO's program offers supportive service program management as well as property management. They have added a partnership with Consolidated Credit to allow financial literacy and budget education, and encourage their clients to have their own bank accounts. Case management remains a strong component of what MODCO does in connecting clients to medical and other services.

MODCO has had to increase its food giveaways, as food insecurity is a major issue and the cost of many items is increasing. Their program also includes training in emotional tolerance which is intended to help clients when dealing with other community-based organizations. There is also a parenting component which helps develop parenting skills.

Mr. Cius asked how MODCO uses its programs to assist clients in achieving their best health outcomes. Dr. Osgood replied that MODCO works to stabilize their clients in their housing situations as well as teaching them how to care for their units. She emphasized the importance of stable housing for clients who are trying to put their lives together. They also work closely with clients to assist them in accessing medical care, and share information on medical services which are close to MODCO's facility, as having to travel a significant distance and change buses can become a barrier to treatment. A list of medical service providers is shared with clients to give them options and minimize any barriers.

Ms. Greaves noted that MODCO's application states it currently serves 22 clients and 34 individuals; however, only seven clients have moved into permanent housing. Dr. Osgood explained that MODCO tries to work with clients to transition them into permanent housing. Some individual clients have been identified as needing to remain with MODCO rather than transition to permanent housing. She clarified that some clients will transition into housing opportunities for those aged 55 and older, while other clients may be unable to work and cannot transition elsewhere.

4. Care Resource

Maryfer Lacruz, representing Care Resource, stated that the agency has received HOPWA grant funds since 2009 to assist the HIV/AIDS population with housing services. They have served more than 7000 unduplicated clients with moving funds, rental and mortgage assistance, and utility assistance. They also assist with supportive services such as medical, dental, pediatric, and behavioral health needs. They provide housing case management, permanent supportive housing, and rapid re-housing.

Rafael Garcia, also representing Care Resource, advised that the agency also provides clients with referrals to other services outside their organization, including other housing services. They assist clients in applying for housing assistance and with access to technology, transportation passes, housing navigation, and preparing resumes.

In the current fiscal year, Care Resource has assisted 145 unduplicated clients. Mr. Garcia anticipated reaching the agency's goal of 300 unduplicated clients by the end of the year. For clients who have scheduling issues due to work, Care Resource provides special accommodations to them with evening/weekend times as well as appointments.

Ms. Greaves requested clarification of the total number of clients served as noted in the application, noting that this is lower than the amount of clients who are referred to Care Resource. Francisco Gomez, also representing Care Resource, replied that while the goal is 300 clients, the agency typically serves more than this number during the time of their contract.

Mr. Cius asked how Care Resource uses its programming to help clients achieve the best outcomes. Mr. Gomez emphasized the importance of ensuring clients have stable housing. They work with several landlords and property managers in the community to place clients in housing as soon as possible, and provide case management for clients.

5. SunServe

Brenda Rentas, representing SunServe, stated that the organization's goal is to serve 500 HOPWA clients in the coming fiscal year. She emphasized the importance of meeting every client with kindness, acceptance, and responsiveness to ensure that they are met with every service they need. This can include medical case management, mental health, senior services, food services, bus passes, and more. SunServe also advocates for clients and assists them in obtaining supporting documents. A record number of clients have applied for assistance this year in comparison to previous years.

Ms. Hughes asked how clients come to SunServe. Ms. Rentas replied that many clients learn about their services through word-of-mouth, as well as by other agencies which refer them to SunServe. She emphasized that most provider agencies work together as a community to help clients. Tony Lima, also representing SunServe, added that the organization does some marketing within the community, and has public relations and media efforts at community events.

Ms. Hughes asked if SunServe has ever turned clients away. Alex Spriggs, also representing SunServe, advised that 8000 clients are helped across a range of services within the agency. Ms. Rentas added that the organization does not turn clients away: if they are not program-eligible or income-eligible, they are referred to other agencies.

Mr. Cius asked how SunServe clients are helped to achieve their best outcomes. Ms. Rentas replied that when clients come in for assistance, staff makes sure that they are

not discriminated against in a way they may have previously experienced. Clients are educated so they are better prepared when they go into the community and know what their rights are.

Mr. Lima advised that SunServe provides services in English, Spanish, and Creole to ensure that the agency is as expansive as possible and mirrors the communities that it supports in Broward County. Mr. Spriggs added that a number of in-house support groups are available to clients.

6. Legal Aid of Broward County

Edwin Cordova, representing Legal Aid of Broward County, stated that for the past 12 years, the organization has worked closely with case management agencies to help clients achieve housing stability and keep them on the path to self-sufficiency. Working with case management helps clients prepare specific comprehensive housing plans.

Legal Aid's proposal is for grant funds to cover a portion of salaries for staff. He emphasized that staff seeks to make clients feel welcome and safe, noting that confidentiality is one of the most important needs they can meet for clients. During the previous year, they saw 196 unduplicated clients; thus far in the current fiscal year, they have already seen 134 clients, which is 70% of the number seen the previous year.

Ms. Greaves requested clarification of how many clients Legal Aid expects to serve in the current fiscal year. Mr. Cordova replied that the organization usually anticipates 105 unduplicated clients, but reiterated that they have already seen a large number of clients halfway through the current fiscal year. He concluded that they may surpass 200 to 220 clients this year.

Mr. Cius asked how Legal Aid services can help their clients achieve their best outcomes. Mr. Cordova stated that clients are referred to Legal Aid through housing case management agencies, at which time Legal Aid determines their legal needs. These needs are often concentrated on housing, although they may include other needs as well. Legal Aid works with clients to determine what is attainable for them and what is not. They also work closely with housing case management.

VI. BOARD REVIEW FINAL SCORES AND RECOMMEND ALLOCATION

• CDBG FY24-25 Grant Applications

Mr. Hensley rejoined the Board at this time.

The Board members reviewed their CDBG scores, with Ms. Greaves noting changes to her score for Women in Distress of Broward County. There were no other changes by the members.

Ms. Dsouza advised that \$196,207.95 is available for CDBG allocation. She noted that the agencies' scores ranked them in the following order from highest to lowest:

- Broward Partnership for the Homeless
- Jack & Jill Children's Center
- Women in Distress of Broward County
- SoFIA

Ms. Dsouza clarified that HOMES, Inc. is ranked separately from other CDBG agencies, as that agency is seeking funding in a different CDBG category.

Motion made by Mr. Hensley, seconded by Mr. Cius, we've got \$200,000 requested, we almost have the amount available, I would say the top three scores get their \$50,000 and then the balance goes to SoFIA.

It was clarified that the top three scores were for Broward Partnership for the Homeless, Jack & Jill Children's Center, and Women in Distress of Broward County.

The members discussed the **motion**, with Ms. Greaves stating that she was not in favor of the allocation to Women in Distress, as she felt that agency is turning a lot of people away. She also recommended that when future presentations are made by CDBG agencies, the Board members have at least 10 minutes to ask questions of the applicant agencies. She recommended that the allocation proposed in the **motion** for Women in Distress be reduced.

Vice Chair Dunne advised that he would not be in favor of any allocation that gave Jack & Jill Children's Center more than twice the amount they spent in the previous year. He pointed out that in the past, this agency has had difficulty spending all of their allocation.

Chair Rice confirmed that this had been an issue in the past, but requested clarification from Staff regarding whether or not this has been addressed by the agency. Ms. Williams recalled that historically, Jack & Jill has used all of their funding; however, after the onset of the COVID-19 pandemic, additional federal funding became available, and the agency was not able to use all of its allocation. She pointed out, however, that the situation has returned to normal following the pandemic, and she did not feel this would be an issue again, as the additional funds had come in a one-time allocation. It was also noted that many families and children remained at home during the pandemic, which made it more difficult for the agency to use its funds.

Ms. Hughes recalled that during the previous year's CDBG presentation and allocation, Jack & Jill had indicated they did not have enough applicants for their scholarships. She had not believed this to be accurate, as she was aware of clients who had been turned away from the scholarship program. She was not in favor of funding the agency.

Ms. Dsouza advised that an internal opportunity has also arisen for the allocation of CDBG dollars. The Public Works Department is seeking funding to go into partnership with the Housing Authority of Fort Lauderdale on a "Food Forest" program, which would create fruit and vegetable gardens that would give residents access to fresh food. They are requesting \$10,000 for that program. She concluded that the Board may also consider this request when allocating CDBG funds.

In a roll call vote, the **motion** failed 3-4 (Vice Chair Dunne, Ms. Greaves, Ms. Hughes, and Mr. Pierre dissenting).

Chair Rice noted that few details are available on the internal program Ms. Dsouza had mentioned. If the Board has funds left over after its CDBG allocation to applicants, representatives of the Department proposing the program could attend the next Board meeting and provide greater detail.

Vice Chair Dunne asked if the Board would consider granting agencies more than they had requested. Ms. Dsouza clarified that the maximum award in the Public Services category is \$50,000.

Ms. Hughes noted again that Jack & Jill Children's Center is likely to come back to the Board at a later date and return funds they were unable to spend, which had happened in previous years. Mr. Cius suggested that the Food Forest request be funded at \$10,000. Chair Rice observed that there is currently not enough information on that program to make an allocation to them at this time, but funds could be set aside for the time being.

Mr. Cius asked how many clients were expected to be served by the proposed Food Forest program. Ms. Williams replied that this would be determined by the number of residents on Housing Authority campuses.

Chair Rice suggested that the Board hold \$10,000 back from allocation for now, and see a presentation on the Food Forest program at the next meeting, at which time they could determine whether they would like to fund it. Ms. Dsouza advised that she would send the request Staff had received for the Food Forest program on to the Board members.

Motion made by Vice Chair Dunne, seconded by Mr. Pierre, to set aside \$10,000 for future consideration. In a voice vote, the **motion** passed unanimously.

Vice Chair Dunne noted that this leaves \$186,207.95 in CDBG funds to be allocated. If three agencies were funded at their \$50,000 requests, this would leave \$36,207.95 to be allocated to the fourth.

Chair Rice pointed out that Jack & Jill has a higher score than SoFIA, based on the members' averaged scores. She recommended funding the agencies according to their overall scores rather than giving more funding to an organization with a lower score than to an organization with a higher score.

Motion made by Ms. Greaves, seconded by Ms. Hughes, to reduce Women in Distress by \$10,000.

Mr. Cius asked how the remaining \$10,000 would be allocated. Ms. Greaves replied that it would be divided among the agencies other than Jack & Jill. Chair Rice advised that this would require further discussion, pointing out that \$10,000 has already been set aside for further consideration.

Ms. Dsouza pointed out that the ceiling for CDBG funding is \$50,000. No agency could receive more than that amount.

Mr. Cius asked if any funds not spent by agencies at the end of the fiscal year could be rolled over into the next year. Ms. Williams explained that the agencies may request an extension. Chair Rice noted that the agencies will also provide the Board with reports throughout the year to show whether or not they are on track to spend all of their allocation.

Ms. Greaves observed that she had felt there were several "gray areas" in the agencies' applications, which she felt were not being executed as proposed.

In a roll call vote, the **motion** passed 4-3 (Chair Rice, Vice Chair Dunne, and Mr. Hensley dissenting).

Motion made by Vice Chair Dunne, seconded by Ms. Greaves, to fund Broward Partnership and SoFIA at \$50,000.

Chair Rice reiterated that it would be unusual to fund lower-scoring organizations at higher levels than organizations with higher scores.

Mr. Hensley commented that he has interacted with all of the agencies in the community over the past several years and has some knowledge of their work. Vice Chair Dunne stated that the scoring does not take the previous year's expenditures by the agencies into account, which he felt was a major factor.

Ms. Hughes advised that in addition to the scoring, she has heard community feedback about some of the agencies which is very different from what was included in their applications.

Chair Rice noted that she has also worked with the applying organizations, and acknowledged that different members may have encountered different situations to

take into account. **She emphasized the importance of judging the applications based on the scoring rubric.** She added that she believed Jack & Jill to have been very transparent regarding the challenges they had faced with their scholarship program, keeping the Board and Staff informed of how they were addressing these challenges.

Vice Chair Dunne **restated** his **motion** as follows: **motion** to fund Broward Partnership and SoFIA at \$50,000.

Mr. Cius noted that while some agencies may expend all of their funds, it does not necessarily mean they will meet all of their performance indicators. There may be services not provided or needs not met within the community which are not reflected in the applications. He requested clarification of Staff's recollection of the agencies' performance.

Ms. Williams explained that agencies present information on their performance to the Board on a quarterly basis. She recalled that all the agencies presenting today typically meet or exceed their goals. Jack & Jill was a recent exception, and had explained what had occurred to the Board.

Ms. Williams also addressed the members' comments regarding outside experiences, pointing out that the applicants were told a specific rubric would be used for scoring. She recommended that the members abide by that rubric. If, for future grant application cycles, the Board members wish to add other scoring criteria, they may do so at that time; however, only the rubric used in scoring was advertised in the current cycle, and should be adhered to for purposes of liability.

Ms. Williams further clarified that the rubric uses the total ranking and cumulative scores for each agency rather than individual members' scores. Chair Rice reiterated that Broward Partnership received the highest score, followed in descending order by Jack & Jill, Women in Distress, and SoFIA.

Vice Chair Dunne noted that the HOPWA allocation is also a greater amount than what has been requested by those agencies for funding, and pointed out that some other discretion will need to be used to determine allocations, which may potentially be outside the scoring rubric.

Ms. Williams explained that funding is not part of the rubric: funding is allocated based on rankings. This does not mean, however, that an agency will receive its full requested amount of funding, even if it is the highest-ranked agency. She stated again that when the cumulative scores are calculated, the agencies are ranked according to those scores, which serve as the basis for deciding how funds will be awarded.

Ms. Williams concluded that there will need to be a very strong argument, supported by the scoring rubric, to determine why an agency ranked #1 might receive a lesser allocation than an agency ranked #4.

Mr. Pierre recalled that it was stated earlier that all funds do not have to be allocated at today's meeting. Chair Rice confirmed this, but noted that all of the applying organizations are serving distinct needs in the community, have all previously met their reporting requirements, and have good reputations and long histories in the community. She was not certain that it would be useful to leave money on the table when it could be used immediately toward serving an agency's target population.

Mr. Pierre asked what happens to money that is not allocated. Chair Rice replied that the Board can consider other programs, but acknowledged that they have not always had the best experience when doing this in the past. She added that all nonprofit agencies had the opportunity to apply for CDBG funds, but the agencies which presented today had attended all of the required meetings and gone through the extensive application process.

The Board further discussed how funds might be allocated among the applying agencies. Chair Rice noted that at a later meeting in the year, the Board can reevaluate the scoring rubric so it is clear that the members and the applicants are all on the same page regarding what is expected and how the agencies will be evaluated.

Chair Rice also pointed out that the decision made by the Board is ultimately a recommendation to the City Commission, and that a City Commissioner might also question a decision in which a lower-ranked agency received more money than a higher-ranked agency.

In a roll call vote, the **motion** to fund Broward Partnership and SoFIA at \$50,000 each passed 4-3 (Chair Rice, Mr. Hensley, and Mr. Pierre dissenting).

Ms. Greaves asked if it was possible that more than \$10,000 might be allocated to Food Forest once the Board has heard more information about that program. Ms. Dsouza replied that it is not customary to offer an applicant more than their requested amount, although this decision should not be made until after the Board has seen a presentation from them. She also pointed out that if the application had come from a source other than the City, it would not have been considered.

Motion made by Chair Rice, seconded by Ms. Hughes, to allocate that remainder to Jack & Jill.

It was clarified that the remaining funds came to \$46,207.95.

In a roll call vote, the **motion** passed 6-1 (Mr. Hensley dissenting).

Chair Rice explained that her motion had been based on the motions previously passed.

The Board next addressed the CBDO application by HOMES, Inc., which requested \$125,000. Chair Rice noted that HOMES, Inc. was the only applicant in that category.

Motion made by Mr. Hensley, seconded by Ms. Hughes, to fund them. In a roll call vote, the **motion** passed unanimously.

- **HOPWA FY24-25 Grant Applications**

Mr. Hensley left the meeting at 6:55 p.m.

The Board discussed the HOPWA applications and their scores, with Ms. Hughes making changes to her scores for each of the HOPWA applicants.

Ms. Dsouza reviewed the housing subsidy applicant agencies' scores as ranked from highest to lowest:

- Broward Regional Health Planning Council (BRHPC)
- Broward House
- Mount Olive Development Corporation (MODCO)

Ms. Dsouza stated that the total HOPWA funding available is \$6,846,840.47 in the housing category. There was a difference of \$2,289,755.18 between what has been requested and what is available in this category. Ms. Williams further clarified that the funding allocation is a projection of what is expected at this time, based on the City's prior awards in this category. They have not yet received their award notification.

Ms. Dsouza advised that the TBRV program provides permanent vouchers. The allocation for this program is \$3.3 million and will not change, although the allocations provided to agencies applying to this program may change. BRHPC is requesting the entire allocation to serve 250 clients, and Broward House is requesting \$1.4 million to serve 130 clients.

Vice Chair Dunne recalled that in the previous year, BRHPC spent \$1.391 million on the TBRV program, and their current request represents a significant increase. Also in the previous year, Broward House spent \$1.157 million.

Motion made by Vice Chair Dunne, seconded by Ms. Greaves, to allocate \$1,822,303.47 to BRHPC and \$1,495,074 to Broward House.

Chair Rice also noted that there is a significant difference in the number of clients that would be served by each of these agencies. Ms. Dsouza noted that the proposed division of the TBRV allocation would mean BRHPC would serve 120 clients and Broward House 130 clients for a total of 250. It was noted by the Board members that BRHPC had indicated they could serve "at least" 250 clients.

Ms. Williams advised that the projected \$3.3 funding allocation represents clients who are already in the TBRV program as well as new clients to be served by the two TBRV agencies. She suggested looking at the numbers of clients the agencies are currently serving. Ms. Dsouza clarified that Broward House has 79 clients and BRHPC has 94 clients.

In a roll call vote, the **motion** passed unanimously (6-0).

It was clarified that BRHPC requested a total of \$860,000 for its STRMU, TEHV, and PHP programs. It is the only agency applying in that category. The total amount available for these programs is also \$860,000.

Motion made by Chair Rice, seconded by Vice Chair Dunne, to fund [Broward House's] full request at \$860,000. In a voice vote, the **motion** passed unanimously.

The Board next addressed facility-based housing. Chair Rice noted that just over \$1.3 million is expected to be available for this program. Broward House is the only applicant for that program and has requested \$1,474,056 million.

Motion made by Chair Rice, seconded by Ms. Greaves, that we fund [Broward House] at the full amount we have available.

Vice Chair Dunne pointed out that the next category, which is for project-based housing, would be significantly reduced if the facility-based category is funded at the full amount requested. It was clarified that the Board may move funding between the different housing categories, with the exception of the TBRV program, which has existing clients.

Chair Rice **withdrew** her **motion**.

Ms. Dsouza noted that Broward House and MODCO have made requests in the project-based category. The total amount available for project-based housing is \$1,346,128 for 92 units. MODCO has 22 units, while Broward House has 72 units. MODCO has requested \$352,000 in the project-based category and Broward House has requested a total of \$3 million across both the facility-based and project-based categories. The total amount requested exceeds what is available by \$774,681.

Chair Rice observed that the funds available in the project-based and facility-based categories can be considered for either or both categories. She requested clarification of the percentage by which both allocations must be reduced in order to fund both programs.

It was noted that while Broward House had indicated they hoped to serve 103 clients in the facility-based program, they only have 54 beds available which are assigned to HOPWA.

Vice Chair Dunne advised that if each request was reduced by 22%, both programs could be funded.

Ms. Williams noted that although Broward House had requested additional one-time funding from the Board for another 14 beds following the April 2023 flood, these funds have not been expended thus far. She recommended that this be considered when determining how to bridge the funding gap. Chair Rice stated that she would prefer to keep this consideration separate from the FY 2024-2025 funding allocation discussion.

Ms. Dsouza recalled that in prior years, HOPWA has funded Broward House for only 44 beds; when they lost the funding for another nine beds, the Board had allocated them an additional \$500,000 from reserve funds for another two years.

Motion made by Vice Chair Dunne, seconded by Ms. Greaves, to award as identified:

- BRHPC:
 - STRMU: \$530,648.00
 - PHP: \$269,352.00
 - TEHV: \$60,000.00
 - TBRV: \$1,822,303.47
- Broward House:
 - FBH/FAC: \$1,145,000.00
 - PBR: \$1,270,000.00
 - TBRV: \$1,495,074.00
- MODCO:
 - \$254,463.00
- Total: \$6,846,840.47

In a voice vote, the **motion** passed unanimously.

Chair Rice noted that the total non-housing allocation is estimated at \$780,000. The total requests between Care Resource, SunServe, and Legal Aid of Broward County are just over \$1 million. Care Resource and SunServe provide housing case management and Legal Aid provides legal services. The scores for the three agencies are very similar, and all three spent most of their previous allocations.

Motion made by Chair Rice, seconded by Vice Chair Dunne, to fund Legal Aid at 100%.

It was clarified that Legal Aid's request was for \$190,000.

In a voice vote, the **motion** passed unanimously.

The Board discussed Care Resource's and SunServe's requests, noting that Care Resource has requested \$350,000 or a minimum of \$300,000. Chair Rice noted that

this agency expects to serve an estimated 546 clients, SunServe also estimates they will serve 500 clients. Both estimates are consistent with the previous year's performance.

Motion made by Ms. Hughes, seconded by Mr. Pierre, that we give Care Resource \$300,000 and SunServe \$290,000.

It was noted that this would mean Care Resource would be funded at an increase of \$30,000 over the previous year's allocation, while SunServe would be funded with \$40,000 less than the previous year.

Ms. Hughes **withdrew** her **motion** at this time.

Motion made by Ms. Hughes, seconded by Mr. Pierre, that Care Resource gets \$266,500 and SunServe gets \$323,500. In a voice vote, the **motion** passed unanimously.

Chair Rice thanked all the applicants for CDBG and HOPWA funds. She reiterated that the HOPWA amounts are projections, and if there is a difference of greater than 10% between what was estimated and what is allocated, Staff will bring the Board's recommendations back for reevaluation. Additional information will be presented at the next meeting on the potential new CDBG applicant.

The Board members provided Staff with their signed scoring sheets.

VII. GOOD OF THE ORDER

None.

VIII. PUBLIC COMMENTS

Francisco Gomez, representing Care Resource, thanked the Board for their work. He explained that while Care Resource had set a goal of treating 300 clients in the previous year, they actually served 587 clients; thus far in the current year, they have served 447 clients, also against a goal of 300.

IX. ITEMS FOR THE NEXT AGENDA

Chair Rice noted that the following items will be placed on the next Agenda:

- Information on the Food Forest program
- Any updates regarding the amount of funding available for programs
- CDBG updates for the first six months of the current fiscal year

Mr. Cius requested a discussion of how HOPWA agencies track clients' progress toward self-sufficiency, where applicable.

Ms. Greaves requested a physical copy of the executive summaries attached to each agency's applications so they can be compared to the performance indicators recorded by those agencies. Ms. Dsouza noted that the performance report will show the agencies' awarded amounts, goals, and where they stand at the time. Ms. Williams added that the performance indicators are transferred to a performance indicator tracking sheet, which each agency must submit on a quarterly basis. Chair Rice noted that it will be several months before the first performance indicator report by the agencies, as the contracts begin the next fiscal year, in October 2024.

X. COMMUNICATIONS TO THE CITY COMMISSION

None.

XI. ADJOURNMENT

There being no further business to come before the Board at this time, the meeting was adjourned at 7:49 p.m.

Any written public comments made 48 hours prior to the meeting regarding items discussed during the proceedings have been attached hereto.

[Minutes prepared by K. McGuire, Prototype, Inc.]



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HOUSING OPPORTUNITIES, MORTGAGE ASSISTANCE, & EFFECTIVE NEIGHBORHOOD SOLUTIONS, INC.

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SUITE #101
FORT LAUDERDALE, FL 33304

Name Changed: 02/12/2025

Address Changed: 07/07/2021

Officer/Director Detail

Name & Address

Title BC

BESSEMER, PATRICIA
7765 NW 148TH Street
Miami Lakes, FL 33016

Title Secretary

McGinley, Marie A.
1517 North Andrews Avenue
FT. LAUDERDALE, FL 33311

Title Board Director

BREWSTER, BRAD
4908 NW 101 Avenue
Coral Springs, FL 33076

Title CEO, Executive Director

TAYLOR, LINDA
2571 NW 15th CT
Fort Lauderdale, FL 33311

Title TREASURER

SERVAITES, ERIC X.
15951 SW 41 STREET
SUITE 800
DAVIE, FL 33331

Title D

BLACKMORE, JULIE
515 E LAS OLAS BLVD
SUITE 1200
FORT LAUDERDALE, FL 33301

Title D

JERKINS, WENDY
PO BOX 101014
FORT LAUDERDALE, FL 33310

Title Director

Wright, Miguel S.
Miami Dade County
1533 NW 4th Ave
Fort Lauderdale, FL 33311

Title Secretary

Kegler, Shakeia S.
 One Market Real Estate
 7401 Wiles Road
 Ste 207
 Coral Springs, FL 33067

Title Director

Pappy, adlai
 1613 NW 136th Ave
 Fort Lauderdale, FL 33323

Title Director

Graves, David W
 3115 NE 27th ST
 Fort Lauderdale, FL 33308

Annual Reports

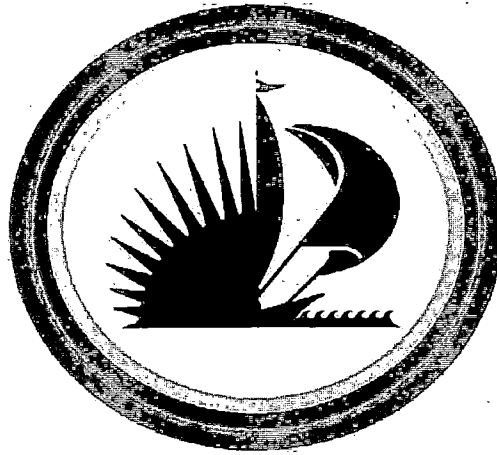
Report Year	Filed Date
2024	02/21/2024
2025	02/06/2025
2025	02/12/2025

Document Images

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10/15/1998 -- Domestic Non-Profit	View image in PDF format

Florida Department of State, Division of Corporations



Annual Action Plan of the Consolidated Plan For the 2024-2025 Program Year

Narrative & Budget Summary

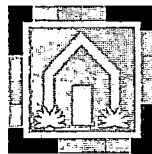
**Prepared by
Housing and Community Development (HCD) Division**



INFRASTRUCTURE



PUBLIC PLACES



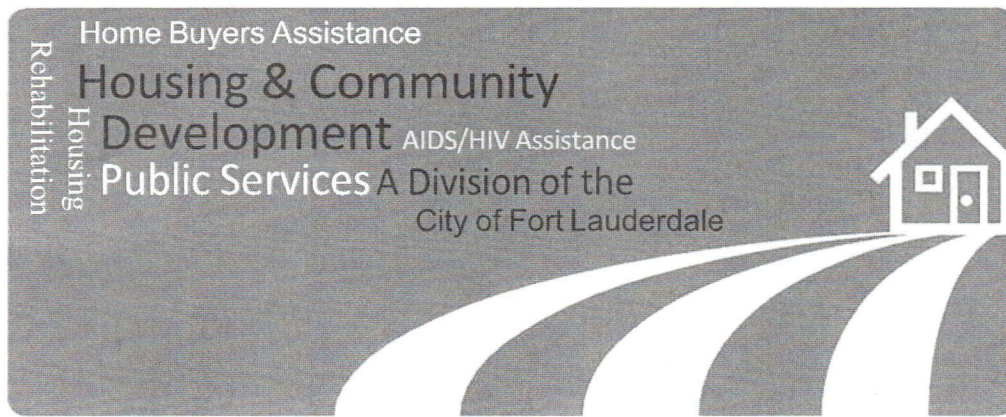
**NEIGHBORHOOD
ENHANCEMENT**



**BUSINESS
DEVELOPMENT**



PUBLIC SAFETY



INTRODUCTION

The federal government requires that an Annual Action Plan be submitted to the U.S. Department of Housing and Urban Development (HUD) before the City can receive certain federal funds, including funds under the following programs: HOME Investment Partnerships Program (HOME); Community Development Block Grant Program (CDBG); and Housing Opportunities for Persons with AIDS Program (HOPWA).

The 2023-2024 proposed annual action plan is strategically designed to further the goal established in the five-year consolidated plan for 2019-2024, and the Commission to priorities for FY 2023-24.

Please take note: This plan is a projection based on prior years entitlement funding allocation. It is subject to change once the U.S. Department of Housing and Urban Development announces the final 2023-2024 entitlement funding allocations.

The 2022-2023 entitlement projected allocations from HUD to the City are as follows:

HOME	\$631,429.00
CDBG	\$1,498,833.00
HOPWA	\$8,063,888.00

The following sections outline the specific funding recommendations for each program category.

HOME Investment Partnerships (HOME)	
PROPOSED HOME ACTIVITIES FOR 2024-2025 BUDGET:	\$631,429.00
Administration	\$63,142.90
HOME Program Income	
HOME Programmatic Funds	\$568,286.10
CHDO Set Aside	\$94,714.35
Additional CHDO Funding for Affordable Housing Activities	\$271,674.75
Housing Rehabilitation/Replacement	\$0.00
Purchase Assistance	\$0.00
Tenant Based Rental Assistance, Housing Opportunities, Mortgage Assistance & Effective Neighborhood Solutions, Inc. (H.O.M.E.S Inc.)	\$201,897.00

CHDO SET-ASIDE: The City is required to set aside a minimum of 15% of its annual HOME Program allocation for an eligible nonprofit called a Community Housing Development Organization (CHDO). A CHDO is a private nonprofit that has staff with the capacity to develop affordable housing in the community they serve. Eligible set-aside activities include: the acquisition and /or rehabilitation of rental housing; new construction of rental housing;

acquisition and / or rehabilitation of homebuyer properties; or new construction of homebuyer properties. A formal RFP process will be used to select a CHDO/CHDOs to receive the assistance in the form of a 0% interest forgivable loan for the purpose of constructing new affordable housing .

Additional CHDO Funding for Affordable Housing Activities: -This funding is earmarked as funding to be made available to Community Housing Development Organizations (CHDO) to further the Commission's top priority of affordable housing. Funding can be combined with other funding sources to develop housing for sale or for rent to households that meet the HOME program definition of low income or very low income. Development of new unit to provide permanent housing for low-income senior 65 years and older, households that meet the HUD definition of homeless and unaccompanied youths will be given priority consideration.

HOUSING REHABILITATION/REPLACEMENT: Funds will be used to aid eligible homeowners within the City's target area of N.W. 7th Avenue on the east; Broward Boulevard on the south; I-95 on the west; and Sunrise Boulevard on the north. Funds will be used to make necessary improvements to ensure that the home is safe and meets current code requirements and reconstruction when units are beyond repair. Eligible improvements include, but are not limited to, roofing, electrical, plumbing, windows, ac/heating, ADA compliance and other structural items. The assistance is in the form of a 0% interest deferred loan for fifteen years with a maximum federal amount of \$205,000 for reconstruction and up to \$30,000.00 for home repairs

PURCHASE ASSISTANCE: Funds will be used to provide purchase assistance to qualified homebuyers for down payment assistance, closing cost assistance and/or principal reduction. Funds may be used to purchase a newly constructed or existing home including but limited to single-family homes, town homes, villas, or community land trust properties. The maximum award per unit is \$75,000.00. The purchase price limit is \$331,000 for existing and \$332,000 for new construction. The assistance is in the form of a 0% interest deferred loan for fifteen years.

The HOME homeownership value limits for the HOME units are 95% of the median purchase price for the area based on Federal Housing Administration (FHA) single family mortgage program data.

Tenant Based Rental Assistance, Housing Opportunities, Mortgage Assistance & Effective Neighborhood Solutions, Inc. (H.O.M.E.S Inc.) This program will provide up to twenty four months of temporary rent assistance for eligible low income residents of within the City of Fort Lauderdale

ADMINISTRATION: The City is permitted to use 10% of its annual HOME allocation and program income for administrative and planning costs.

Community Development Block Grant (CDBG)	
PROPOSED CDBG ACTIVITIES FOR 2024-2025 BUDGET :	\$1,498,833.00
General Administration	\$299,766.60
Anticipated CDBG Program Income	(\$160,000.00)
<u>CDBG Programmatic Funds</u>	<u>\$1,199,066.40</u>
Minor HOME Repairs and Associated Project delivery	\$244,007.00
Site Clearance for CBDO/CHDO (CIP Projects)	\$105,234.45
NEIGHBORHOOD REVITALIZATION STRATEGY AREA (NRSA)	
Housing Opportunities, Mortgage Assistance & Effective Neighborhood Solutions, Inc. (H.O.M.E.S Inc)	\$125,000.00
COMMUNITY INVESTMENT PLAN	
Asphalt /ADA Sidewalk Improvement	\$500,000.00
PUBLIC SERVICE ACTIVITIES	
Broward Partnership for the Homeless (BPHI)	\$49,723.40
South Florida Institute on Aging (SoFIA)	\$49,723.40
Jack and Jill Children's Center	\$45,931.35
Women In Distress of Broward County, Inc. (WID)	\$39,723.40
City of Fort Lauderdale- Food Forest (TBD, not to exceed \$10K)	\$9,723.40
Hope Fair Housing	\$30,000.00

HOUSING PROGRAMS

Minor Home Repairs and Associated Project Delivery Cost Funds will be used to make emergency plumbing, roofing, electrical and structural repairs to owner occupied homes in the areas of greatest need. This program will target seniors and very low to low-income households. **\$ 244,007.00**

Site Clearance for CBDO /CHDO Affordable Housing Project: Eligible Community Based Development Organizations (CBDO) and Community Housing Development Organization (CHDO) developing new affordable housing units with intent to provide jobs and housing to low-income households in the City limits of Fort Lauderdale may apply for these funds for the purposes of demolition and site clearing **\$105,234.45**

NEIGHBORHOOD REVITALIZATION STRATEGY AREA (NRSA)

The purpose of this Neighborhood Revitalization Strategy Area (NRSA) is to continue the efforts of the past years to revitalize the northwest quadrant of the City. The boundaries for the NRSA are N.W. 7th Avenue on the east; Broward Boulevard on the south; I-95 on the west; and Sunrise Boulevard on the north. The target area has been designed to be of manageable and efficient size, so that proposed activities can be accomplished within a five-year time frame.

1. HOUSING OPPORTUNITIES, MORTGAGE ASSISTANCE & EFFECTIVE NEIGHBORHOOD SOLUTIONS, INC. (H.O.M.E.S., Inc.):

Funds will be used for their supportive housing and self-sufficiency program under the transitional independent living (TIL) program for youth aged out of foster/ relative care. This program provides support services to at risk youth to prevent homelessness through employability skills training, internships, and job placements (temporary and permanent), financial literacy education and emergency assistance for food and transportation.

Funding Proposed for this Activity: \$125,000.00

Participants to be served: 25

Agency Contact: 954-563-5454

2. CITY COMMUNITY INVESTMENT PLAN PROJECTS:

Funds projects within CDBG eligible areas, including infrastructure, asphalt and ADA sidewalk improvements

Funding Recommendation for this Activity: \$500,000

PUBLIC SERVICE ACTIVITIES

The Public Service agencies that carry out these activities are recommended for funding by the Community Service Board (CSB). While there is not a minimum threshold on funding for Public Service activities, HUD requires that no more than 15% of CDBG funds be used toward this activity.

1. **Broward Partnership for the Homeless:** Funds will be used for the continued operation of the 230- bed Homeless Assistance Center (HAC) on Sunrise Boulevard.
Funding Recommendation for this Activity: \$49,723.40
Participants to be served: 700
Agency Contact: 954-779-3990
2. **South Florida Institute on Aging (SoFIA):** Funds will be used to address the national goal that benefits low- and moderate- income persons programming services for senior citizens. The senior companion volunteers program provides individualized services to assist frail, elderly, and disabled adult participants to reduce isolation, positively impact their mental health, improve their quality of life, and assist them to maintain dignity and live independently as long as possible. The program is designed to match a client in need of services who lives within 5-10 miles of the recruited volunteer. This is to include the hiring of 8 to 12 senior companions to provide care for 60 homebound seniors.
Funding Recommendation for this Activity: \$49,723.400
Participants to be served: 50
Agency Contact: 954-484-7117
3. **Jack and Jill Childrens Center:** Funds will be used to provide at-risk families intensive parent education, support services, and individual and family therapy. The early childhood education program focuses on enabling children to grow physically, emotionally, and socially in a safe, caring environment using age-appropriate methods of cognitive growth.
Funding Recommendation for this Activity: \$45,931.35
Participant to be Served: 12/18 families
Agency Contact: 954-463-8772
4. **Women In Distress of Broward County Inc:** Funds will be used to address the national goal that benefits low and moderate-income households. Women in Distress (WID) is the only nationally accredited, state certified full-service domestic violence shelter in Broward County. WID provides emergency shelter and services to survivors fleeing domestic violence in CDBG eligible service area. Survivors are provided shelter for up to 90 days including food, transportation, emergency personal supplies, clothing, advocacy services, therapy, and counseling.
Funding Recommendation for this Activity: \$39,723.40
Participant to be Served: 50
Agency Contact: 954-760-9800
5. **City of Fort Lauderdale – Food Forest:** Funds will be used to improve accessibility to nutritious foods and reduce food insecurity for low-income City residents by developing food forests.
Funding Recommendation for this Activity: \$9723.40
Locations to be Served : 3
6. **Housing Opportunities Project for Excellence, Inc HOPE Fair Housing Center):** HUD requires that every municipality fund fair housing activity annually. HOPE Fair Housing Center provides fair housing education and outreach to residents of the City on fair housing issues, rights, and remedies. They willalso address and update the City's Analysis of Impediments (AI) to Fair Housing.
Funding Recommendation for this Activity: \$30,000.00
Outcomes: 5 Fair Housing Workshops, 1 Annual Planning meeting and other activities with housing providers.
Agency Contact: 954-567-0545

CDBG ADMINISTRATION

GENERAL ADMINISTRATION:

Funds will be used for program administrative costs related to planning, execution of community development activities and sub-recipient monitoring. The City is limited to 20% of its CDBG annual allocation for general administrative costs. With the reduced overall funding levels for HUD programs, the full 20% of administration funding is required in order to not have an impact on the City's general fund. **\$301,610.60**

Housing Opportunities for Persons with AIDS (HOPWA)		
PROPOSED HOPWA ACTIVITIES FOR 2024-2025 BUDGET:	\$8,063,888.00	
<i>Unspent prior years funding will be utilized first</i>		
Administration		\$241,916.64
Homeless Management Information System		\$60,000.00
Housing Quality Standards Inspector		\$120,000.00
Resource Identification		\$0.00
HOPWA Programmatic Funds	\$7,641,971.36	
REQUESTING AGENCIES		
Broward House Inc.:		
1 Facility Based Housing (FBH/FAC)		\$1,145,000.00
2 Project Based Rental Assistance (PBR)		\$1,270,000.00
3 Tenant Based Rental Voucher (TBRV)		\$1,495,074.00
Broward Regional Health Planning Council (BRHPC):		
1 Permanent Housing Placement (PHP)		\$269,352.00
2 Short Term Rent, Mortgage, and Utilities (STRMU)		\$530,648.00
3 Tenant Based Rental Voucher (TBRV)		\$1,822,303.47
4 Temporary Emergency Housing Voucher (TEHV)		\$60,000.00
Mount Olive Development Corporation (MODCO):		
1 Project Based Rental Assistance (PBR)		\$269,593.89
Care Resource Community Health Centers Inc., (Care Resource):		
1 Non-Housing Supportive Services: Housing Case Management (HCM)		\$266,500.00
Legal Aid Service of Broward County :		
1 Non-Housing Supportive Services: Legal Services		\$190,000.00
Sunshine Social Services., (Sunserve):		
1 Non-Housing Supportive Services: Housing Case Management (HCM)		\$323,500.00

FACILITY BASED HOUSING (FAC): Provision of housing in a multi-person, multi-unit residence designed as a residential alternative to institutional care; to prevent or delay the need for such care; and to provide a transitional setting with appropriate supportive services. With facility-based housing, the expectation is that participants will need some level of supportive services in order to maintain stability and receive appropriate levels of care. HOPWA regulations require the sponsor to certify that they will give residents an adequate level of support and work with qualified service providers, accessing such support in an ongoing manner. This includes all HOPWA housing expenditures, which provide support to facilities, including community residences, single room occupancy (SRO) dwellings, short-term or transitional facilities, and other housing facilities as approved by HUD.

Each client may only stay on the program for 365 days. If the client requires a longer stay, the agency must submit an extension request to the City. Requesting an extension does not mean an extension will be given. The City may grant a maximum of two 6- months extensions. Each resident must have a housing plan. A housing plan incorporates measurable tasks that will transition the client to another subsidy or self-sufficiency. Measurable tasks at 0-45 days to stabilize client, 46-90 days, 91-180 days, 181-270 days (at this point, client should be planning for transition), 271-365 days and on day 365 transition off to another subsidy or private housing. Provides resources to develop and operate community residences and other supportive housing.

- **FAC program service is provided by Broward House Inc., Contact# 954-522-9681**

PROJECT BASED RENTAL ASSISTANCE (PBR): Funds will be used to provide support for apartment units operated by nonprofit organizations for HIV/AIDS participants. Participants will be required to pay either 10% of gross income or 30% of adjusted income for rent and utilities whichever is greater. Payments are made directly to the property owner. Utility payments will be disbursed directly to the utility company. No payments are made directly to a client.

PBR program service is provided by:

- Broward House Inc., Contact# 954-522-9681
- Mount Olive Development Corporation., Contact# 954-764-6488

TENANT BASED RENTAL VOUCHERS (TBRV): Funds will be used to provide support to lower-income HIV/AIDS persons or families rental assistance to live in private, independent apartment units. The household assisted will be required to pay no more than 10% of its gross income or 30% of adjusted income for rent and utilities, whichever is greater. The voucher will pay the difference. A utility allowance will be used to determine utility costs. Payments will be made directly to the property owner or company and the designated utility company. No payments are made directly to a client. TBRV Program services is operated by waitlist.

- Waitlist Application portal will be published in Sun Sentinel when vouchers will be available.

PERMANENT HOUSING PLACEMENT (PHP): Funds will be used for this rapid re-housing program to provide participants with move in assistance and cost associated with obtaining permanent housing. This includes a) application fees and credit checks; b) first months, last months and security deposits (not to exceed two months' rent); c) security deposits are program funds that are returned to the program when the assisted client/tenant leaves unit; and d) one-time utility connection fees and processing cost. Payments are made directly to the property owner or company. Utility connections will be disbursed directly to the utility company. No payments are made directly to a client.

For PHP program services contact Housing Case Management agencies.

- Care Resource Community Health Centers Inc., D/B/A Care Resource. Contact# 954-567-7141
- Sunshine Social Services., D/B/A Sunserve. Contact# 954-764-5150

SHORT-TERM, RENT, MORTGAGE & UTILITIES (STRMU): Funds will be used for this homeless prevention program to provide support for emergency financial assistance for payment of rent, mortgage and utilities. Rent or mortgage payments will be limited to 13 weeks per year per household with maximum of 39 weeks over lifetime. Participants may request a waiver for additional services units that do not exceed 21 weeks. Payments will be made directly to the property owner/mortgage company and/or to the utility company. No payments are made directly to a client.

For STRMU program services contact Housing Case Management agencies.

- Care Resource Community Health Centers Inc., D/B/A Care Resource. Contact# 954-567-7141
- Sunshine Social Services., D/B/A Sunserve. Contact# 954-764-5150

TEMPORARY EMERGENCY HOUSING VOUCHERS (TEHV): For TEHV program services contact Housing Case Management agencies.

- Care Resource Community Health Centers Inc., D/B/A Care Resource. Contact# 954-567-7141
- Sunshine Social Services., D/B/A Sunserve. Contact# 954-764-5150

NON-HOUSING SUPPORTS: HOUSING CASE MANAGEMENT (HCM): Funds will be used to *provide* no direct financial assistance (i.e., no housing subsidy) to eligible participants. HOPWA activity includes 1) developing housing service plans that establishes or better maintains a stable living environment, 2) providing linkages to reduce the risk of homelessness, and 3) improving access to healthcare for *participants who are not receiving facility-based housing, project based rental assistance or tenant based rental assistance services*. Provider shall 1) assists participants in applying for short term rent, mortgage and utility or permanent housing placement assistance, 2) assist participants *who are transitioning from facility-based housing, project based rental assistance or tenant based rental assistance programs* to self-sufficiency, and 3) collaborate with the legal services Provider. HCM program services is provided by:

- Care Resource Community Health Centers Inc., D/B/A Care Resource. Contact# 954-567-7141
- Sunshine Social Services., D/B/A Sunserve. Contact# 954-764-5150

NON-HOUSING SUPPORTS: LEGAL SERVICES: Funds will be used to provide no direct financial assistance (i.e., no housing subsidy) to eligible participants. HOPWA activity includes advocating on participants behalf. This program type is responsible for providing legal advice and/or direct legal representation to participants who were referred by non-housing subsidy case management program for the following issues a) eviction/foreclosures, b) three-day notice, c) landlord tenant issues on executed (signed) leases and d) unit habitability. Provider may not represent participants who are challenging HOPWA termination for program violations.

For Legal Aid program services contact Housing Case Management agencies:

- **Care Resource Community Health Centers Inc., D/B/A Care Resource. Contact# 954-567-7141**
- **Sunshine Social Services., D/B/A Sunserve. Contact# 954-764-5150**

HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS): Funds will be used to provide an automated service delivery system connecting HOPWA resources with the lead Continuum of Care Agency that manages health care services and support under the Ryan White Care Act.

ADMINISTRATION: HOPWA provides 3% of the total grant for administrative costs. These funds will be used to pay for staff, a sub-recipient monitoring firms, and office space to operate the HOPWA program.

Housing Quality Standards Inspector: Funds will be used to annually inspect approximately 800 units for compliance with HUDs' Housing Quality Standards (HQS) prior to approval of any new rental lease, move in assistance, homeless prevention assistance and/or new housing assistance payment (HAP) contract, as well as during the annual re-certification process. Complete the HUD-52580 report form for all initial, annual, failed, and special inspections. Complete reports are made a part of participant's (tenant's) file.

Go Section 8 Database: Funds will allow HOPWA sub-recipients (i.e., Providers) to remain compliant with federal regulations by accessing the database to obtain rent-reasonable certifications and locate affordable housing units in Broward County.

**CITY OF FORT LAUDERDALE
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM PUBLIC
SERVICE PROGRAM PARTICIPATION AGREEMENT (FY 2024 – 2025)**

THIS AGREEMENT (“Agreement”), with an effective date of October 1, 2024, is entered into by and between:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, herein after referred to as “City,”

and

HOUSING OPPORTUNITIES MORTGAGE ASSISTANCE & EFFECTIVE NEIGHBORHOOD SOLUTIONS, INC., D/B/A H.O.M.E.S., INC., a Florida non-profit corporation with its principal address at **690 N.E. 13th STREET, SUITE 101, FORT LAUDERDALE, FL 33304**, hereinafter referred to as “Participant.”

WHEREAS, the City receives Community Development Block Grant (“CDBG”) funding from the Department of Housing and Urban Development (“HUD”) to undertake particular activities, including the provision of public services to eligible persons under Title I of the Housing and Community Development Act of 1974, as amended (“HCD Act”), Public Law 93-383; and

WHEREAS, the City’s Annual Action Plan was approved on **June 4, 2024**, through **CAM #24-0448** and was subsequently submitted to HUD; and

WHEREAS, the City’s Annual Action Plan provides for the funding of Participant’s program and authorizes the proper City Officials to enter into this Agreement; and

WHEREAS, the City wishes to engage the Participant to assist the City in utilizing such funds.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

I. SCOPE OF SERVICE

A. Activities

Parties agree the foregoing recitals are true and correct and incorporated herein by this reference. The Participant will be responsible for administering a CDBG **Transitional Independent Living (TIL) Self-Sufficiency Program** for the 2024-2025 Fiscal Year (“Program”), in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. The Participant has provided the City, through its Housing and Community Development Division (“HCD”), with documentation that shows that the Participant is lawfully

in possession of the property used for this Program and that the Participant will remain in possession of the property for the term of this Agreement. Such Program will include the following activities eligible under the CDBG Program as provided in **Exhibit A**, attached hereto and incorporated herein.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG Program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR Section 570.208, as may be amended from time to time. The Participant certifies that the activity(ies) carried out under this Agreement will meet the National Objective of benefiting low- and moderate- income persons by providing income eligible residents the services as more fully described in **Exhibit A**.

C. Levels of Accomplishment - Goals and Performance Measures

The Participant agrees to provide the following levels of Program services at the times described in **Exhibit A**.

The levels of accomplishment may include such measures as units rehabilitated, persons or households assisted, or meals served and should also include time frames for performance.

D. Staffing

Staff position(s) to be filled by Participant and time commitments funded under this Agreement to be allocated to each activity are as provided for in **Exhibit A**.

Any changes in the personnel assigned or their general responsibilities under this project or Program are subject to the prior written approval of the Manager of the Housing and Community Development Division for the City ("HCD Manager").

E. Performance Monitoring

The City will monitor the performance of the Participant against the goals and performance measures as stated above. Substandard performance as determined by the City will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Participant within thirty (30) days after being notified by the City, procedures for the suspension or termination of this Agreement will be initiated.

F. Deliverables and Outcomes

Participant shall meet the deliverables, outcomes, or both and expend funds obtained pursuant to this Agreement in accordance with the provisions herein.

Additionally, the City requires a monthly update on the Performance Indicators, provided in **Exhibit B**. The report is due to the HCD Division by the 10th day of each month.

G. Use of Funds

Participant understands that any use of funds except as described herein requires express written approval by the HCD Manager.

H. Calculating and Determining Income Eligibility

City and Participant acknowledge that HUD has two (2) different options that can be used when determining income: (1) HUD Part 5 Definition and (2) IRS Form 1040 Definition.

The City of Fort Lauderdale and Participant shall use the HUD Part 5 definition of annual income when determining eligibility of an individual and/or household. The HUD Part 5 definition of annual income is the gross amount of income of all adult household members that is anticipated to be received during the twelve (12) month period following the date the determination of eligibility is made.

If Participant wishes to use the IRS Form 1040 Definition to determine income eligibility, Participant must make a request to and receive prior written approval from the HCD Manager.

II. TERM AND TIME OF PERFORMANCE

The effective date of this Agreement shall be October 1, 2024.

Services of the Participant shall begin on October 1, 2024, and end September 30, 2025. The Participant will forfeit all funds not expended during the term of this Agreement unless otherwise approved in writing by the HCD Manager based on circumstances not under Participant's control. The final invoice must be submitted by October 10, 2025, in order for the Participant to be eligible for reimbursement.

The Participant shall ensure the funds are expended in the following manner:

Minimum of $\frac{1}{4}$ of the approved funding is expended by December 30, 2024 (\$31,250);
Minimum of $\frac{1}{2}$ of the approved funding is expended by March 31, 2025 (\$62,500);
Minimum of $\frac{3}{4}$ of the approved funding is expended by June 30, 2025 (\$93,750); and All funds should be expended by September 30, 2025 (\$125,000).

The final reimbursement request must be submitted by October 10, 2025.

HUD has strict spending deadlines. As a result, the City will impose spending deadlines to ensure that all CDBG funds are expended in accordance with HUD rules. If the minimum expenditure threshold is not met and if documentation is not received by the due date(s), the City may terminate this Agreement.

III. BUDGET

The budget summary sheet for the Program is attached hereto as **Exhibit C**. Any indirect costs charged must be consistent with the conditions of this Agreement. Participant shall meet the deliverables, outcomes, performance indicators, and expend funds obtained pursuant to this Agreement in accordance with **Exhibit C**.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed One Hundred Twenty-Five Thousand Dollar and Zero Cents (**\$125,000.00**). Reimbursements for the payment of eligible expenses shall be made against the line-item budget specified in **Exhibit C** and in accordance with the Participant's performance. Expenses for general administration shall also be paid against the line-item budget specified in **Exhibit C** and in accordance with the Participant's performance. Payments may be contingent upon certification of the Participant's financial management system in accordance with the standards specified in 24 CFR Section 84.21 and 2 CFR Part 200. The CDBG funds shall be released on a reimbursement basis. Participant shall submit monthly invoices to the HCD Division by no later than the tenth (10th) day of each month. Reimbursement requests must include all HUD required documentation, which reflects beneficiary eligibility, demographics, and expense eligibility. Participant shall submit mileage logs if reimbursement is sought for vehicle related expenses.

If any errors exist in the initial reimbursement/invoice request, HCD staff will provide a written notice detailing the errors. The Participant will have ten (10) calendar days to resubmit the corrected invoice. If the corrected invoice is not provided within ten (10) days, the request for reimbursement will no longer be considered and the Participant would thereby forfeit the funds requested in that reimbursement. If the corrected invoice is provided within the ten (10) calendar days and errors still exist, HCD staff will reimburse the portion of the invoice that is correct, and the Participant would thereby forfeit the remainder of the funds requested in the invoice.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery, or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

As to the City:

Rickelle Williams
City Manager
City Manager's Office
City of Fort Lauderdale
101 N.E. 3rd Avenue, Suite 2100
Fort Lauderdale, FL 33301

As to the Participant:

Linda Taylor
Chief Executive Officer
Housing Opportunities Mortgage Assistance &
Effective Neighborhood Solutions, Inc d/b/a
H.O.M.E.S., INC.,
690 N.E. 13TH Street, Suite 101
Fort Lauderdale, FL 33304

With A Copy to:

D'Wayne M. Spence
Interim City Attorney
City of Fort Lauderdale
1 E. Broward Blvd., Suite 1320
Fort Lauderdale, Florida 33301

VI. GENERAL CONDITIONS

A. General Compliance

The Participant agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (HUD regulations concerning CDBG) including subpart K of these regulations, except that the Participant does not assume the City's responsibility for ensuring the environmental review is approved by HUD. The Participant also agrees to comply with all other applicable federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement. The Participant further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Participant shall always remain an "independent contractor" with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life, and/or medical insurance and Workers' Compensation Insurance, as the Participant is an independent contractor.

C. Indemnification and Hold Harmless

Participant shall protect and defend at Participant's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, lawsuits, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission

by the Participant or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Participant. The provisions and obligations of this Section shall survive the expiration or earlier termination of this Agreement. Without limiting the foregoing, any and all such claims, relating to personal injury, death, damage to property, defects in material or workmanship, actual, or alleged infringement or any patent, trademark, copyright, or of any other tangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, are included in the indemnity. To the extent considered necessary by the City Manager, any sums due Participant under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

D. Workers' Compensation

The Participant shall provide proof of Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement to the HCD Division.

E. Insurance and Indemnification

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Participant, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Participant. The Participant shall provide the City a certificate of insurance evidencing such coverage. The Participant's insurance coverage shall be primary insurance for all applicable policies, in respect to the City's interests for this Agreement. The limits of coverage under each policy maintained by the Participant shall not be interpreted as limiting the Participant's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits and/or endorsements required herein protect the interests of the City and these coverages, limits and/or endorsements shall in no way be required to be relied upon by the Participant for assessing the extent or determining appropriate types and limits of coverage to protect the Participant against any loss exposures whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Participant under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed

Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipality, its officials, employees, and volunteers are to be included as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Participant. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees and volunteers.

Business Automobile Liability

Proof of coverage must be provided for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than the State of Florida required minimums unless a different amount is required by City Ordinance(s).

If the Participant does not own vehicles, the Participant shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Directors and Officers/Professional Liability and/or Errors and Omissions

Coverage must be afforded for Wrongful Acts in an amount not less than \$1,000,000 each claim and \$2,000,000 aggregate.

Participant must keep insurance in force until the third (3rd) anniversary of expiration of this Agreement or the third (3rd) anniversary of acceptance of work by the City, whichever is longer, which obligation shall survive expiration or early termination of this Agreement.

Fidelity/Dishonesty and/or Commercial Crime

Coverage must be afforded in an amount equal to or greater than the amount of the grant for dishonest acts of the Contractor's employees, including but not limited to theft of money, personal property, vehicles, materials, supplies, equipment, tools, etc. Third-party coverage must be included under the policy

Property Coverage (Builder's Risk)

Coverage must be afforded in an amount not less than 100% of the total project cost, including soft costs. Coverage form shall include, but not be limited to:

- All Risk Coverage including Flood and Windstorm with no coinsurance clause
- Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project
- Equipment Breakdown for cold testing of all mechanized, pressurized, or electrical equipment

This policy shall insure the interests of the owner, contractor, and subcontractors in the property against all risk of physical loss and damage and name the City as a loss payee. This insurance shall remain in effect until the work is completed and the property has been accepted by the City.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Participant waives, and the Participant shall ensure that the Participant's insurance carrier waives, all subrogation rights against the City, its officials, employees and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Participant must be in compliance with all applicable state and federal workers' compensation laws.

Insurance Certificate Requirements

- a. The Participant shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Participant shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice, if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Participant to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of the Participant following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, the Participant shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be included as an Additional Insured on the Commercial General Liability and Directors and Officers/Professional Liability policies.
- g. The City shall be granted a Waiver of Subrogation on the Participant's Workers' Compensation Insurance policy.
- h. The title of the Agreement, Bid/Contract number, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
401 SE 21st Street
Fort Lauderdale, FL 33316

The Participant has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention or coverage exclusion or limitation. Any costs for

including the City as an Additional Insured shall be at the Participant's expense.

If the Participant's primary insurance policy/policies do not meet the minimum requirements as set forth in this Agreement, the Participant may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Participant's insurance coverage shall be primary insurance as respects to the City's interests for this Agreement, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by the Participant that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the Agreement work has been accepted by the City or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, Participant must provide to the City confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Participant's insurance policies.

The Participant shall provide notice of any and all claims, accidents and any other occurrences associated with this Agreement to the Participant's insurance company or companies and the City's Risk Management office, as soon as practical.

It is the Participant's responsibility to ensure that any and all of the Participant's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Participant. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to Participant.

The Participant shall protect, defend, indemnify and hold harmless the City, its officials, employees and agents, from and against any and all lawsuits, penalties, claims, damages, settlements, judgments, decrees, costs, charges and other expenses or liabilities of every kind, sort or description including, but not limited to, attorneys fees at both the trial and appellate levels, in connection with or arising, directly or indirectly, out of or resulting from the Participant's acts or omissions in performing its obligations under this Agreement. Any attorney representing the interest of the City pursuant to this indemnity must be approved by the City. Without limiting the foregoing, any and all such claims relating to personal injury, death, damage to property, defects in material or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, are included in the indemnity. This indemnity shall survive termination of this Agreement and is not limited by insurance coverage.

F. City of Fort Lauderdale Recognition

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

G. Amendments

The City or Participant may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Participant from its obligations under this Agreement.

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

H. Default

The following events shall constitute an "Event of Default" pursuant to this Agreement:

1. The Participant fails to perform any covenant or term or condition of this Agreement, or any representation or warranty of the Participant herein, or in any other grant documents executed concurrently herewith or made subsequent hereto, shall be found to be inaccurate, untrue, or breached.
2. If the Participant or any endorser of the Agreement files a voluntary petition in bankruptcy or shall be adjudicated as bankrupt or insolvent, or shall file any petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation, wage earner's plan, assignment for the benefit of creditors, receivership, dissolution, or similar relief under any present or future Federal Bankruptcy Act or any other present or future applicable federal, state, or other local law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver, or liquidator of Participant for all or any part of the properties of Participant; or if within ten (10) days after commencement of any proceeding against the Participant, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, debtor relief, or similar relief under any present or future Federal Bankruptcy Act or any other present or future federal, state, or other local law, such proceeding shall not have been dismissed or stayed on appeal; or if, within ten (10) days after the appointment, without the consent or acquiescence of the Participant or of any endorser of the Agreement, of any trustee, receiver, or liquidator of the Participant or any endorser of the Note, or of all or any portion of the Property, such appointment shall not have been vacated or stayed on appeal or otherwise; or if within ten (10) days after the expiration of any such stay, such appointment shall not have been vacated.

3. Participant's breach, violation, or failure to perform any of the obligations or any of the covenants and conditions contained herein.
4. Upon the occurrence of any Event of Default, the City shall cease making disbursements hereunder and, if Participant shall have failed to cure such default within sixty (60) days, declare immediately due and payable, all monies advanced hereunder.

VII. TERMINATION FOR CAUSE

- A. In accordance with 24 CFR Section 84.61, the City may suspend or terminate this Agreement if Participant materially fails to comply with any term of this Agreement.
- B. In accordance with 24 CFR Section 85.43, the City may also suspend or terminate this Agreement if the Participant materially fails to comply with any terms of this Agreement, which include, but are not limited to, the following:
 1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies, or directives as may become applicable at any time;
 2. Failure, for any reason, of the Participant to fulfill in a timely and proper manner its obligations under this Agreement;
 3. Ineffective or improper use of funds provided under this Agreement; or
 4. Submission by the Participant to the City reports that are incorrect or incomplete in any material respect.

VIII. TERMINATION FOR CONVENIENCE

In accordance with 24 CFR Section 85.44, this Agreement may be terminated for convenience by either the City or the Participant, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety.

In accordance with 24 CFR Section 84.61, this Agreement may also be terminated for convenience.

IX. ADMINISTRATIVE REQUIREMENTS

- A. Financial Management
 1. Accounting Standards

This Agreement shall be governed and controlled by 2 CFR Part 200, as may be amended from time to time, the applicable regulations, Program directives, and any other applicable federal requirements, including those set forth in Executive Orders and Office of Management and Budget Circulars, as currently established and as may be amended from time to time.

Participant shall apply the Uniform Requirements as defined in 2 CFR Part 200 while implementing and operating programs funded wholly or in part by CDBG or HOME Investment Partnerships Program (HOME) funds.

The Participant agrees to comply with 24 CFR Section 84.20-28(c) - Post Award Requirements and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Participant shall administer its Program in conformance with OMB Circulars A- 122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Participant shall maintain all records required by the federal regulations specified in 24 CFR Section 570.506 and 2 CFR Part 200, which are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG Program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG Program;
- f. Financial records as required by 24 CFR Section 570.502, 24 CFR Sections 84.20-28, and 2 CFR Part 200; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part

570 and 2 CFR Section 200.27.

The Participant will report to the City on a monthly basis throughout the term of this Agreement of all services provided and beneficiaries of those services. The Participant will be responsible for maintaining all records necessary to document compliance with the provisions of 24 CFR Part 570 and 2 CFR Part 200 as now in effect, and as may be amended from time to time.

2. Retention

The records shall be available for inspection by the City or HUD representatives during all normal business hours. The Participant shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years commencing from the effective date of this Agreement. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the four (4) year period, then such records must be retained until completion of the actions and resolution of all issues or the expiration of the four (4) year period, whichever occurs later.

As used in this Agreement, records shall include but not be limited to, e-mails, memorandums, correspondence, accounting documents, receipts, invoices, minutes of meetings, surveys, and any and all other documents or data either electronic, paper or both, associated in any way to the administration and implementation of this Agreement and the receipt and disbursement of the federal funds provided in this Agreement.

All records as described in this Agreement are and shall remain the property of the City whether this Agreement is in effect or not. Participant shall provide such documents to City within ten (10) days of City's written request at no cost or expense to City.

3. Client Data

The Participant shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level, or other basis for determining eligibility, and description of service(s) provided. Such information shall be made available to City monitors or their designees for review upon request.

4. Disclosure

The Participant understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Participant's responsibilities with respect to services provided under this Agreement, may be prohibited by state or federal law unless prior written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian. Participant is responsible for identifying and following any state or federal law that may be applicable to disclosure.

5. Close-outs

The Participant's obligation to the City shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to, making final payments, disposing of Program assets (including the return of all unused materials, equipment, unspent cash advances, Program income balances, and accounts receivable to the City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Participant has control over CDBG funds, including Program income.

6. Audits & Inspections

The Participant shall arrange for an annual audit of its operations and financial management systems, in accordance with 24 CFR Section 84.26. The Participant shall pay for this audit at its own expense. The audit shall indicate compliance or non-compliance with HUD regulations. This audit shall be initiated within forty-five (45) days of the end of Participant's fiscal year in which fiscal year Participant received funds pursuant to this Agreement. The Participant shall provide a copy of the final audit report to the City within thirty (30) days of receipt, but no later than six (6) months after the end of the audit period.

The Participant shall comply with the requirements and standards of OMB Circular Nos. A-110, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other non-Profit Organizations," A-122 "Cost Principles for Non-Profit Organizations," and A-133 "Audits of States, Local Governments and Non-Profit Organizations," that applies to agencies expending Seven Hundred Fifty Thousand Dollars and 00/100 Cents (\$750,000.00) or more in federal funds in the last fiscal year and requires that such agencies have a single audit. A "single audit" refers to an agency-wide audit as opposed to a program specific audit. The Participant shall arrange for an annual audit of its operations and financial management systems in accordance with 24 CFR Section 84.26 and 2 CFR Part 200.

The City shall review the Participant's audit report and will require the Participant to implement corrective action noted in the audit. The City shall have the right to review any and all of the Participant's records regarding use of the funds disbursed hereunder.

If, as a result of an audit or monitoring by the City and/or the (HUD's Community Planning Division (CPD), the Office of Inspector General (OIG), or any other governing agency, results in a finding or ruling that the Participant provided funding of an ineligible activity or unallowable expense, the City shall be entitled to recover immediately upon demand from the Participant or any party joining in or consenting to this Agreement, all ineligible or unallowable sums paid by the City to Participant pursuant to this Agreement.

All Participant records with respect to any matters covered by this Agreement shall be made available to the City, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all

relevant data. Any deficiencies noted in audit reports must be fully cleared by the Participant within thirty (30) days after receipt by the Participant. Failure of the Participant to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments or termination of the Agreement. The Participant hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning Participant audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Participant shall report all Program income (as defined at 24 CFR Section 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of Program income by the Participant shall comply with the requirements set forth at 24 CFR Section 570.504. By way of further limitations, the Participant may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such Program income balances on hand. All unexpended Program income shall be returned to the City at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not Program income and shall be remitted promptly to the City.

2. Indirect Costs

If indirect costs are charged, the Participant will develop an indirect cost allocation plan for determining the appropriate Participant's share of administrative costs and shall submit an indirect cost proposal/cost allocation plan prepared in accordance with U.S. Department of Health and Human Services Circular OASMB-5 (for non-profit subrecipients) to the City for approval, in a form specified by the City.

3. Payment Procedures/Financial Assistance

The City will pay to the Participant funds available under this Agreement based upon information submitted by the Participant and consistent with any approved budget and City policy concerning payments. Payments will be made for eligible expenses actually incurred by the Participant and shall not exceed actual cash requirements. Payments will be adjusted by the City in accordance with advance funds provided (if any) and Program income balances available in Participant accounts. In addition, the City reserves the right, in its sole discretion, to liquidate funds available under this Agreement for costs incurred by the City on behalf of the Participant.

4. Progress Reports

The Participant shall submit regular (at a minimum quarterly) Progress Reports to the City in the form, content, and frequency as required by the City. The Progress Reports will include an update of the performance indicators and the number CDBG eligible clients served each month.

D. Procurement

1. Compliance

The Participant agrees to adhere to 24 CFR Part 84 and 2 CFR Part 200 with regard to the purchase of all equipment and furnishings. Procurement of all items shall be conducted through open competition that may include price or rate quotations or sealed bids from at least two or more qualified sources or responsive bidders. Sole source procurement shall be used only in instances where items to be purchased are not available through open competition.

The Participant shall comply with current City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All Program assets (unexpended Program income, property, equipment, etc.) shall revert to the City upon termination of this Agreement.

2. OMB Standards

Unless otherwise specified within this Agreement, the Participant shall procure all materials, property, or services in accordance with the requirements of 24 CFR Sections 84.40 - 48 and 2 CFR Part 200.

3. Travel

The Participant shall obtain prior written approval from the City for any travel outside the tri-county area with funds provided under this Agreement.

E. Furnishings / Equipment / Supplies - Use and Reversion of Assets

The Participant agrees that any equipment, furnishings, and supplies purchased with funds obtained through this Agreement, shall be continuously well maintained and kept in good condition and repair during their useful life. All of the equipment, furnishings, and supplies shall be kept in a secure location to prevent loss, damage, or theft. All equipment and furnishings acquired by the Participant using CDBG funds shall become the property of the City upon the dissolution of Participant or upon Participant's failure to maintain its eligibility to participate in the CDBG Program.

Participant agrees to maintain property records that include a description of the equipment and furnishings purchased with CDBG funds, listing the location and general condition of said property and a serial or other identification number. Such records shall also include the source of the property, who holds title, the acquisition date, the cost of the property, and the percentage of federal participation in the cost of the property. Such records shall be provided to the City on a monthly basis throughout the term of this Agreement. The report should include a year-to-date property records log, which will show items purchased using CDBG funds from the start of this Agreement.

The Participant agrees that all equipment and furnishings purchased with funds obtained

through this Agreement shall be subject to a physical inventory. The results of said inventory must be reconciled with any existing property records on an annual basis.

Participant agrees that the equipment, supplies, and furnishings obtained as a result of this Agreement shall not be sold, transferred, or otherwise disposed of without the prior written consent of the City.

Participant agrees that when property is no longer needed, it cannot be used to assist homeless or low-income persons, and the value of the property is less than Five Thousand Dollars and 00/100 Cents (\$5,000.00), Participant may dispose of the property and retain the proceeds as miscellaneous revenue.

When the property is no longer needed, it cannot be used to assist eligible low-income persons, and the value of the property is more than Five Thousand Dollars and 00/100 Cents (\$5,000.00), Participant should request disposition instructions from the City. If the City does not provide instructions within one hundred and twenty (120) days or has no use for the property, the Participant may dispose of the property provided that the CDBG account is reimbursed by applying to the sales price or fair market value of the property and an amount equal to the percentage of the original acquisition price of the property.

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR Sections 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Participant shall transfer to the City any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination of this Agreement.
2. Real property under the Participant's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of Twenty-Five Thousand Dollars and 00/100 Cents (\$25,000.00) shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR Section 570.208 until five (5) years after expiration of this Agreement (or such longer period of time as the City deems appropriate). If the Participant fails to use CDBG-assisted real property in manner that meets a CDBG National Objective for the prescribed period of time, the Participant shall pay the City an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. Such payment shall constitute Program income to the City. The Participant may retain real property acquired or improved under this Agreement after the expiration of the five (5) year period (or such longer period of time as the City deems appropriate).
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be Program income (prorated to reflect the extent that the funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Participant for activities under this Agreement shall be (a) transferred to the City for the CDBG Program or (b) retained

after compensating the City (an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Participant agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(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 ("ADA"), the ADA Amendments Act of 2008 ("ADAAA"), the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

The City fully supports the goals of the ADA, ADAAA, and Section 504 and will not support Participant discrimination based on disability in any aspect of the employment relationship or in the administration of agency programs. Further, no qualified individual or child with a disability shall be restricted or excluded from equal opportunity for participation, or denied benefits, services, or access to City programs and activities.

The Fair Housing Act prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, because of race, color, religion, sex (including gender identity and sexual orientation), familial status, national origin, and disability. It also requires that all federal programs relating to housing and urban development be administered in a manner that affirmatively furthers fair housing.

Each Participant is hereby required to identify its Section 504/ADA Coordinator and provide a notice to all its employees, outlining the roles and responsibilities of this person and how to contact this person. Along with identifying a 504/ADA Coordinator, the Participant shall develop and implement a facially-neutral and inclusive fair housing policy that identifies Participant's household(s) selection criteria and process for housing opportunities, in compliance with the Fair Housing Act, as amended from time to time. In the event Participant's policy includes standards that restrict the public's access to housing on the basis of criminal history, Participant must indicate said policy is necessary to serve a substantial, legitimate, nondiscriminatory interest which cannot be served by another practice with less disparate impact. Additionally, Participant must publish its criminal records screening process and provide for reasonable accommodations to ensure an individual with a disability is able to participate in the criminal records screening process.

2. Language Access Plan and Limited English Proficiency

It is the policy of the City of Fort Lauderdale to ensure that each Participant take reasonable steps to provide meaningful access to its Programs and activities, including persons with Limited English Proficiency (LEP). Each agency shall develop a Language Access Plan (LAP) that will serve the needs of the clients they serve (*including a TTY/TTD machine and providing program related documents in other languages, upon request*). The Participants LAP policy shall ensure that its staff will communicate effectively with LEP individuals, and LEP individuals will have access to important Programs and information. The Participant shall comply with all federal requirements in providing free meaningful access to its Programs and activities for all clients that is inclusive of LEP persons.

3. Nondiscrimination

The Participant agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR Section 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

4. Affirmative Action

The Participant agrees that it shall be committed to carry out, pursuant to the City's specifications, an Affirmative Action Program in keeping with the principles as provided in the President's Executive Order 11246 of September 24, 1966. The City shall provide Affirmative Action guidelines to the Participant to assist in the formulation of such Program. The Participant shall submit a plan for an Affirmative Action Program for approval prior to the first funds reimbursement request.

5. Women- and Minority-Owned Business Enterprises (W/MBE)

Federal regulations require the Participant to use its best efforts to utilize and award local business firms, minority owned firms, women-owned firms, or labor surplus area firms the maximum practicable opportunity to participate in the performance of its CDBG funded activities (24 CFR Sections 85.36(E) or 84.44(B)). As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business that is at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" include African Americans, Spanish-speaking, Spanish surnamed, or Spanish-heritage Americans, Asian-Americans, and American Indians. The Participant may rely on written representations by businesses regarding their status as minority and women owned business enterprises in lieu of an independent investigation.

6. Notifications

The Participant will send to each labor union or representative of workers with which it has a collective bargaining Agreement or other Agreement or understanding, a

notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Participant's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

7. Equal Employment Opportunity and Affirmative Action (EEO/AM Statement)

The Participant will, in all solicitations or advertisements for employees placed by or on behalf of the Participant, state that it is an Equal Opportunity or Affirmative Action employer, as governed by Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

8. Sub Agreement Provisions

The Participant will include the provisions of Paragraphs VIII.A, Civil Rights and VIII.A.3, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own sub recipients or subcontractors.

9. Fair Housing and Equal Opportunity

In accordance with the Fair Housing Act of 1988 (42 U.S.C. 3601-3620), it is required that Participant administer all Programs and activities related to housing and community development in a manner to affirmatively further the policies of the Fair Housing Act. Implementing regulations can be found at 24 CFR Part 100.

10. Section 504

The Participant agrees to comply with all federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any federally assisted program. The City shall provide the Participant with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

11. Age Discrimination

Section 109 of the Rehabilitation Act of 1973 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped person as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Rehabilitation Act of 1973. Regulations implementing the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) are contained in 24 CFR

Part 146 and the regulations implementing Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) are contained in 24 CFR Part 8.

12. Drug-Free Workplace

The Drug-Free Workplace Act of 1988 (42 U.S.C. 701), which requires grantees (including individuals) of any federally funded program or activity, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient must certify that it will comply with drug-free workplace requirements in accordance with the Drug-Free Workplace Act of 1988 (42 U.S.C. 701) and with HUD's regulations provided at 48 CFR Section 23.500, et seq.

13. Debarment and Suspension

Executive Orders 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR Part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than Executive Order 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

B. Employment Restrictions

1. Prohibited Activity

The Participant is prohibited from using funds provided herein or personnel employed in the administration of the Program for: political activities, inherently religious activities, lobbying, political patronage, and nepotism activities.

2. Labor Standards

The Participant agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Agreement Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Participant agrees to comply with the Copeland Anti-Kickback Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Participant shall maintain documentation that demonstrates compliance with hour and wage requirements of this Part. Such documentation shall be made available to the City for review upon request.

The Participant agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under Agreements in excess of Two Thousand Dollars and 00/100 Cents (\$2,000.00) for construction, renovation, or repair work financed in whole or in part

with assistance provided under this Agreement, shall comply with federal requirements adopted by the City pertaining to such Agreements and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5, and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers, provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Participant of its obligation, if any, to require payment of the higher wage. The Participant shall cause or require to be inserted in full, in all such Agreements subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

- a. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with 24 CFR Part 135 regulations.
- c. The Participant agrees to send to each labor organization or representative of workers with which the Participant has a collective bargaining Agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Participant's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- d. The Participant agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Participant will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

- e. The Participant will certify that any vacant employment positions, including training positions, that are filled (1) after the Participant is selected but before the Agreement is executed and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Participant's obligations under 24 CFR Part 135.
- f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD-assisted contracts.
- g. Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR Part 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the federal financial assistance provided under this Agreement and binding upon the City, the Participant, and any of the Participant's participants and subcontractors. Failure to fulfill these requirements shall subject the City, the Participant, and any of the Participant's participants and subcontractors, their successors

and assigns, to those sanctions specified by the Agreement through which federal assistance is provided. The Participant certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Participant further agrees to comply with these Section 3 requirements and to include the following language in all subcontracts executed under this Agreement: "The work to be performed under this Agreement 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 that Agreements 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."

The Participant further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located. Where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, to low- and very low-income participants in other HUD programs, and award Agreements for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public

construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located. Where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Participant certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

C. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

The Participant shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the City prior to the execution of such agreement.

b. Monitoring

The Participant will monitor all subcontracted services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Participant shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

No employee, officer, or agent of the Participant shall participate in the selection, award, or administration of a contract supported by CDBG funds if a real or apparent conflict of interest would be involved. The Participant shall

take such actions to ensure that all subcontracts, as permitted in the performance of this Agreement, shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

3. Hatch Act

The Participant agrees that no funds provided, nor personnel employed under this Agreement shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Participant agrees to abide by the provisions of 24 CFR Sections 84.42 and 570.611, which include, but are not limited to, the following:

- a. The Participant shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of Agreements supported by federal funds.
- b. No employee, officer, or agent of the Participant shall participate in the selection, the award, or the administration of, a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to sub-Agreements. The requirement applies to such persons during their tenure and for a period of one (1) year after leaving the organization. It is applicable to the procurement of supplies, equipment, construction, and services, acquisition and disposition of real property, provision of assistance to individuals, businesses, or other private entities for all eligible activities at 24 CFR Sections 570.201 - 204, and the provision of loans to individuals, businesses, and other private entities.

The Code of Federal Regulations 24 CFR Section 570.611, Conflict of Interest. In the procurement of supplies, equipment, construction, and services by Participant, the conflict-of-interest provisions in 24 CFR Section 84.42 shall apply. The Participant shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.

- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any Agreement or have a financial interest in any Agreement, subcontract, or Agreement with

respect to the CDBG-assisted activity or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, the Participant, or any designated public agency.

5. Lobbying

The Participant hereby certifies that:

- a. The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) applies if the procurement contract amount is in excess of One Hundred Thousand Dollars and 00/100 Cents (\$100,000.00). Contractors who apply or bid for an award of One Hundred Thousand Dollars and 00/100 Cents (\$100,000.00) or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- b. No federal appropriated funds have been paid or will be paid, by or on behalf of Participant, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.
- c. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal agreement, grant, loan, or cooperative agreement, Participant will complete and submit a Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- d. Participant will require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and agreements under grants, loans, and cooperative agreements) and that all Participants shall certify and disclose accordingly.

e. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C.1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars and 00/100 Cents (\$10,000.00) and not more than One Hundred Thousand Dollars and 00/100 Cents (\$100,000.00) for each such failure.

6. Copyright

If this Agreement results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Participant agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR Section 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Participant agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- All applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C., 7401, *et seq.*
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq.*, as amended, 33 U.S.C. 1318, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder.
- The Clean Air Act, 42 U.S.C. 7401 *et seq.*, and the Federal Water Pollution Control Act 33 U.S.C. 1251, *et seq.*, as amended, if the grant amount is in excess of One Hundred Thousand Dollars and 00/100 Cents (\$100,000.00).
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Participant shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected, and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. EXPENSES AFTER TERMINATION

The Participant shall not incur new expenses for equipment or furnishings after receiving notice of termination for this Agreement and shall cancel as many outstanding obligations for ordered items as possible.

XV. WAIVER

The City's failure to act with respect to a breach by the Participant does not waive its right to act with respect to subsequent or similar breaches. Failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XVI. ENTIRE AGREEMENT

This Agreement shall constitute the entire Agreement between City and Participant for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Participant with respect to this Agreement. No prior written, prior or contemporaneous oral promises, or representations shall be binding. This Agreement shall not be amended except by written instrument signed by both parties.

XVII. AUTHORIZED SIGNATORY

Pursuant to Motion approving the City's 2024-2025 Annual Action Plan on **June 4, 2024**, the City Manager is authorized to execute this Agreement on behalf of the City.

XVIII. E-VERIFY

Participant agrees for itself to use and will include in its agreements with its sub-grantees and its subcontractors performing work or providing services pursuant to and during the term of this Agreement, a requirement to use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Participant, sub-grantees, and subcontractors.

XIX. HUD FUNDING

This Agreement is contingent upon HUD approving the City's 2024-2025 Action Plan as approved by the City Commission on **June 4, 2024**, and upon HUD funds being made available to the City.

(THIS SPACE IS LEFT INTENTIONALLY BLANK)

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

WITNESSES:

Fabiola Duncan
Signature

Fabiola Duncan
[Witness type or print name]

Marilyn K. Gallington
Signature

Marilyn K. Gallington
[Witness type or print name]

PARTICIPANT

**HOUSING OPPORTUNITIES, MORTGAGE
ASSISTANCE & EFFECTIVE NEIGHBORHOOD
SOLUTIONS, INC d/b/a H.O.M.E.S., INC, a Florida non-
profit corporation**

By: Linda Taylor

Linda Taylor, Chief Executive Officer

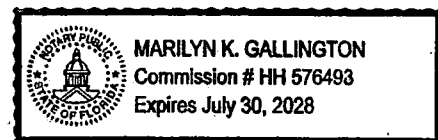
STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 22nd day of July, 2025, by Linda Taylor, as Chief Executive Officer for Housing Opportunities, Mortgage assistance & Effective Neighborhood Solutions, Inc. d/b/a H.O.M.E.S., Inc., a non-profit corporation organized under the laws of the State of Florida

Marilyn K. Gallington
Signature of Notary Public, State of Florida

Marilyn K. Gallington
Name of Notary Typed, Printed or Stamped



Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced _____

CITY

**CITY OF FORT LAUDERDALE, A
MUNICIPAL CORPORATION OF THE
STATE OF FLORIDA**

WITNESSES:


Signature


Kayla Weinberg
[Witness type or print name]


Signature

Maria Amrett
[Witness type or print name]

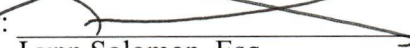
By: 
Rickelle Williams, City Manager

ATTEST:


David R. Soloman, City Clerk



Approved as to form and correctness:
D'Wayne M. Spence, Interim City Attorney

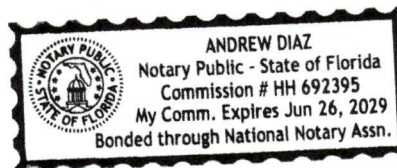
By: 
Lynn Solomon, Esq.
Assistant City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this by means of ☐ physical presence or
☐ online notarization, this 15th day of August, 2025, by Rickelle Williams,
City Manager of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the
City of Fort Lauderdale. She is personally known to me or has produced
_____ as identification.


Notary Public, State of Florida

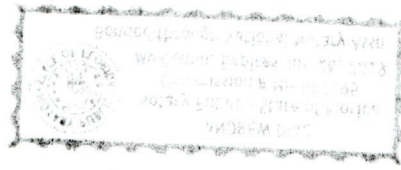
Andrew Diaz
Name of Notary Typed, Printed or Stamped



Personally Known X OR Produced Identification _____

Type of Identification Produced _____

Upper 1948
1949-1950



1948-1949

1949-1950

EXHIBIT A
SCOPE OF SERVICES

Agency: **HOUSING OPPORTUNITIES MORTGAGE ASSISTANCE & EFFECTIVE NEIGHBORHOOD SOLUTIONS, INC., D/B/A H.O.M.E.S., INC.,**

Program Description: H.O.M.E.S., Inc. ("H.O.M.E.S.") will use funding to support the Transitional Independent Living (TIL) Self-Sufficiency Program for youths aging out of foster care. As a Community Based Development Organization (CBDO), H.O.M.E.S., Inc. will provide safe, decent affordable housing, and create job opportunities as specified in 24 C FR Section 91.1 (a)(I)(iii). Jobs created should be documented and reported to the City's Housing and Community Development Division, in compliance with the format in Exhibit E. Additionally, H.O.M.E.S., Inc. will ensure that those activities are conducted within the boundaries of the Neighborhood Revitalization Strategy Area (NRSA), attached hereto as **Exhibit F**.

Clients to be served: 25 clients

Please note: All race and ethnicity information for clients served must be maintained on Form HUF-2760 I "Racial and Ethnic Data Reporting Form."

(THIS SECTION IS INTENTIONALLY LEFT BLANK)

EXHIBIT B
PERFORMANCE INDICATORS
Housing Opportunities, Mortgage Assistance, & Effective
Neighborhood Solutions, Inc. d/b/a H.O.M.E.S., Inc.
 FY 2024 – 2025

Report Date: _____

Program Description: _____ Program

Executive Summary: Assistance will be provided to support the continued operation of the 230-bed Homeless Assistance Center (Center) on Sunrise Boulevard. Funds will be utilized for the purchase of food for Program participant meals (three meals per day) and for the provision of bus passes to adult Program participants who are employed or who are seeking employment and to attend medical, legal, housing search, or other appointments as needed in efforts to regain self-sufficiency.

	<u>Year-to-Date Outcomes</u>
Awarded Amount:	\$125,000
Clients To Be Served:	25

Please Update The Following Performance Indicators
Based on Your CDBG Program

	<u>Goals</u>	<u>Year-to-Date Percentages</u>	<u>Year-to-Date Percentages</u>

Agency: Programmatic Comments

Agency: Fiscal Comments

Agency: List any issues that occurred during the quarter

HCD Comments

Expenditures to Date:

Compliance Concerns:

EXHIBIT C
PUBLIC SERVICES BUDGET SUMMARY SHEET

NUMBER OF CLIENTS TO BE SERVED: 25

ORGANIZATION: Housing Opportunities, Mortgage Assistance, & Effective Neighborhood Solutions, Inc. d/b/a H.O.M.E.S., Inc

NAME OF PROJECT: Emergency Shelter Services and Operations

Funding Year: 2024 – 2025

Date Submitted: _____

Category Number	Category Breakdown	CDBG Funds	Other Grants	Other Funding Sources	CDBG % of Cost
1	Salaries				
2	Program Space				
3	Audit & Insurance				
4	Internships				
5	Rental Subsidy				
6	Financial Literature Employment Training Background Screening & Technology				
7	Garden & Emergency Funds for repairs				
8	Apartment Utilities				
9	Property Taxes				
10	Program Admin Costs				
	Total CDBG Funds	\$125,000			
	Other Grant Funds				
	Grand Total				0

***PLEASE NOTE:** CDBG funds cannot be used to purchase equipment, machinery, software, or vehicles.

PUBLIC SERVICES BUDGET ITEMIZATION SHEET

ORGANIZATION: Housing Opportunities, Mortgage Assistance, & Effective Neighborhood Solutions, Inc. d/b/a H.O.M.E.S., Inc

Funding Year: **2024 – 2025**

Date Submitted: _____

Category Number	<u>Category Breakdown</u> <u>PLEASE PROVIDE A DETAILED DESCRIPTION FOR EACH BUDGET CATEGORY YOU ARE REQUESTING CDBG FUNDS FOR ELIGIBILITY REVIEW BY STAFF</u>	<u>Category Amount</u>	
		CDBG Funds	Other Funds
1	Salaries		
2	Program Space		
3	Audit & Insurance		
4	Internships		
5	Rental Subsidy		
6	Financial Literacy Education & Employment Trg, Background Screening & Technology		
7	Grounds & Emergency Repairs		
8	Program Funds & Misc Program Costs		
9	Apartment Utilities		
10	Property Taxes		
11	Admin for program costs		
	Total Amount		

***PLEASE NOTE: CDBG funds cannot be used to purchase equipment, machinery, software, or vehicles**