

**CITY OF FORT LAUDERDALE
HOUSING COUNSELING FUNDING AGREEMENT**

THIS AGREEMENT, entered this 11 day of May 2017 by and between:

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

and

NEW VISIONS COMMUNITY DEVELOPMENT CORPORATION, a non-profit corporation organized under the laws of Florida whose usual place of business is 1100 West Sunrise Blvd, Fort Lauderdale, FL 33311, hereinafter referred to as "Participant".

WHEREAS, the City received a grant under the State Housing Initiative Program for housing counseling services; and

WHEREAS, the City issued a Request for Proposal and Participant proposal was selected by the City Commission on May 16, 2017; and

WHEREAS, the City wishes to engage the Participant to assist the City in providing housing counseling services to eligible individuals;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Participant will be responsible for administering a housing counseling program ("Program") in accordance with the proposal submitted by Participant, in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. All aspects of the program, including clients' eligibility, budgets, and scopes of services must be approved by the Housing and Community Development Division ("HCD") prior to the initiation of activities under the project. 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; the Participant will remain so for the term of this Agreement. Such Program will include the following activities eligible under the SHIP program as described in the City's Request for Proposal attached hereto as **Exhibit A** and according to the Participant's response to the Request as described in Exhibit B attached hereto and both of which are incorporated herein.. The Participant shall provide at a minimum: a) The purpose and nature of each service to be offered and where they will be provided; b) The tasks to be performed; c) The eligibility requirements of clients to be assisted; d) The quantifiable level of service that will be provided for each activity; e) The intended benefits to be received by eligible SHIP clients, and

f) The schedule of performance for the work – in terms of overall duration and cumulative units of service per month during the contract period.

B. Intentionally Omitted.

C. Levels of Accomplishment – Goals and Performance Measures

The Participant agrees to provide the following levels of program services at the times and schedules described in Participant’s response to Request for Proposal attached hereto as **Exhibit “B”** and incorporated herein.

Participant must provide housing counseling services to a minimum of twenty five eligible individuals as evidenced by issuance of Certificates.

D. Staffing

Staff Position(s) assigned by Participant and time commitments funded under this agreement to be allocated to each activity are as provided in **Exhibit C**. Staff Positions must specify assigned personnel, job duties, job titles and job responsibilities. 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 Housing and Community Development for the City (hereinafter referred to as “HCD Manager”).

E. Performance Monitoring

The City will monitor the performance of the Participant against established goals and performance standards as defined in **Exhibit D** subject to approval and revision by HCD. Participant agrees to develop and maintain tracking systems for each goal and performance standard that effectively captures the required information. Tracking is to be provided monthly in an electronic format. Payments will not be processed without approved tracking system. Substandard performance as determined by the City will constitute noncompliance with this Agreement. If correction of such substandard performance is not accomplished or initiated by the Participant within thirty (30) days after being notified by the City, Agreement suspension or termination procedures 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 D**. The report is due to the HCD Division by the 10th of each month.

G. Use of Funds

Participant understands all use of funds must comply with SHIP and program requirements. That any use of funds except as described herein requires express prior written approval by the HCD Manager.

H. Calculating and Determining Income Eligibility

The City of Fort Lauderdale and Participant shall use the Housing and Urban Development (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 household members that is anticipated to be received during the 12-month period following the date the determination of eligibility is made.

Participant warrants knowledge of the HUD Income Certification process, including the HUD definition of annual income. All verifications, documentation and information obtained in association with this process must be representations of all pages, must clearly identify the source, the household member, the document's effective date, and must be date stamped by Participant immediately upon receipt. Income calculations, source documentations, eligibility determinations and compliance with the 120-day clock must be provided with each Income Certification. Participant accepts sole responsibility for the valid issuance of an Award Letter to properly income certified applicants.

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. For Area Benefit National Objectives, Participant does not need to determine income eligibility of individual persons or households.

II. TERM AND TIME OF PERFORMANCE

The effective date of this Agreement is the date of execution by both parties.

Services of the Participant shall begin on June 1, 2017 and end May 30, 2018. The final invoice must be submitted by May 30, 2018 in order for the Participant to be eligible for reimbursement.

The Participant will forfeit all funds not expended during the term of this Agreement unless otherwise extended in writing by the HCD Manager based on circumstances not under Participant's control.

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

- All funds must be expended by May 30, 2018 and the final reimbursement request must be submitted by May 30, 2018.

III. BUDGET

The budget sheets for the Program are attached hereto as **Exhibit B**. Any indirect costs charged must be consistent with the conditions of this Agreement and of Indirect Cost requirements. All costs charged as part of this agreement must be consistent with 2 CFR 200 and "Cost Principles and Procedures for Non-Profit Organizations as required by OMB Circular A-122." Participant

shall meet the deliverables, outcomes, performance indicators and expend funds obtained pursuant to this Agreement in accordance with **Exhibit B**. Participant agrees to provide budget in line item manner, fully describing eligible costs associated with the provision of program benefits. Participant acknowledges budget must be reviewed for compliance and approved by the manager of HCD before Participant can begin submitting reimbursement requests under this Agreement.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed **\$22,357.80**. Reimbursements for the payment of eligible expenses shall be made against the line item budget specified in **Exhibit B** herein and in accordance with performance indicators as described above in II - Term and Time of Performance. Expenses for general administration shall also be paid against the line item budget specified in **Exhibit B** and in accordance with performance. The SHIP funds shall be released on a reimbursement basis. Participant shall submit monthly invoices to HCD by no later than the tenth day (10th) of each month. Reimbursement requests must include all SHIP required source documentation, which reflects information including but not limited to: beneficiary household eligibility, demographics, origin/justification of costs, Participant history of approval of costs, benefits provided, benefits acknowledged received by eligible SHIP beneficiaries, reasonableness, eligibility and allocability of costs. Participant shall submit mileage logs if reimbursement is sought for eligible vehicle related expenses. Inaccurate submissions that demonstrate lack of capacity or program knowledge may be considered an "Event of Default". Participant must have the capacity to do the work and do it in a timely manner. Capacity being defined as but not limited to: Participant's possession of administrative systems and procedures necessary for compliance with Program requirements.

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 corrected invoice is not provided within ten (10) days, the request for reimbursement will no longer be considered and the Participant could 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 could thereby forfeit the remainder of the funds requested in the invoice. Participant is expected to and agrees to have sufficient funds of its own to operate the Program for a minimum of two (2) months. If City has performed in compliance with this section, requests by the Participant for rush or expedited reimbursement shall not be honored, except in the case of unforeseen circumstances or emergency and only upon approval of the HCD Manager. A maximum of three (3) such requests will be allowed during the term of this Agreement.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or 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:

City

Lee R. Feldman
City Manager

Participant

Clarence Glover
President

As to the City:

City Manager's Office
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

As to the Participant:

New Vison Community Development Corp.
1100 W. Sunrise Blvd.
Fort Lauderdale, FL 33311

VI. GENERAL CONDITIONS

A. General Compliance

Intentionally Omitted.

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 at all times 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. Hold Harmless

Participant shall protect, defend, indemnify and hold harmless the City, its officers, 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 Participant's performance or nonperformance of its obligations or services under 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.

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 Housing & Community Development Division.

E. Insurance & Bonding

Participant will obtain, pay for, and keep in force continuously throughout the term of this Agreement comprehensive general liability insurance, for any one person and for any one accident, which coverages shall include property damage, bodily injury and death. A valid Certificate of Insurance shall be provided to City by Participant not later than 10 (ten) days after execution of this Agreement. Any such policy shall name the City as an additional insured and shall not be affected by any insurance that the City may carry in its own name.

F. City of Fort Lauderdale Recognition

The Participant shall ensure recognition of the role of SHIP and 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 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.

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.

The City may 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 SHIP 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.

This Agreement may also 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.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Participant agrees to comply with all applicable regulations and requirements, including 24 CFR 84.20-28 Subpart 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 2 CFR 200 and 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. Participant shall ensure all costs are reasonable, allowable and allocable to the CDBG program.

B. Documentation and Record Keeping

1. Records to be Maintained

The Participant shall maintain all records required by s.420.907, F.S., and Rule 67-37, F.A.C. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken, benefits provided and beneficiary acknowledgement of benefits received;
- b. Records required to determine the eligibility of activities;
- c. Financial records as required by 24 CFR 570.502, and 24 CFR 84.20-28; and;

The Participant will report to the City on a monthly basis throughout the term of this Agreement of all services provided, the eligible beneficiaries of those services, and acknowledgement of receipt of said services as verified by the beneficiaries. The Participant will be responsible for maintaining all records necessary to document compliance especially with the provisions of s.420.907, F.S. and Rule 67-37, F.A.C 9as 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 SHIP 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 five (5) years after the funds have been expended.

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 eligibility for Participant program and SHIP program. Such data shall include, but not be limited to, client name, address, household income, income level or other basis for determining eligibility, and description with acknowledgement of service(s) provided and acknowledged as received. 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 s.420.907, F.S. and Rule 67-37, F.A.C. The Participant shall pay for this audit at its own expense. The audit provided shall specifically indicate compliance or non-compliance with SHIP regulations and program requirements. 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 not later than six (6) months after the end of the audit period.

INTENTIONALLY OMITTED

INTENTIONALLY OMITTED

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 entity that has administrative authority 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 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 and termination of the Agreement. The Participant hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning Participant audits.

C. Reporting and Payment Procedures

INTENTIONALLY OMITTED

INTENTIONALLY OMITTED

1. Payment Procedures/Financial Assistance

The City will pay to the Participant funds available under this Agreement based upon the sufficiency of information submitted by the Participant and consistent with any approved budget and City policy concerning payments. Payments must be reasonable, allowable and only in proportion to the amount allocable to the SHIP program for housing counseling services. Payments will be made for eligible expenses actually incurred and outlaid 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, in its sole discretion reserves the right to liquidate funds available under this Agreement for costs incurred by the City on behalf of the Participant.

2. 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, the number SHIP eligible clients served each month, any successes and concerns experienced throughout the reporting timeframe with verification of the actual tangible program benefits received by each SHIP beneficiary.

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VIII. 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 and 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.

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.

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 state 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 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 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 Businesses (W/MBE)

Federal regulations require the Participant to use its best efforts to utilize 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 SHIP-funded activities (24 CFR 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 at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are 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 female 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.

E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 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 subrecipients or subcontractors.

9. Fair Housing and Equal Opportunity

The Fair Housing Act of 1988 (42 U.S.C. 3601-3620). In accordance with the Fair Housing Act, 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. Participant further agrees to comply with 24 CFR 91.225 and 24 CFR 570.506.

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) ("Act"), which prohibits discrimination against the 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 Act 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 Act. Regulations implementing the Age Discrimination Act are contained in 24 CFR Part 146 and the regulations implementing section 504 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 federal agencies, 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 Act and with HUD's regulations provided at 48 CFR Part 23.500, et seq.

13. INTENTIONALLY OMITTED

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 \$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. INTENTIONALLY OMITTED

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 SHIP funds if a real or apparent conflict of interest would be involved. The Participant shall take such actions to ensure that all subcontracts let 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

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, or in the award, or 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 for such persons during their tenure and for a period of one 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.

The Code of Federal Regulations at 24 CFR 570.611, Conflict of Interest. In the procurement of supplies, equipment, construction, and services by Participant, the conflict of interest provisions in 24 CFR 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 SHIP-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 SHIP-assisted activity, or with respect to the proceeds from the SHIP-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. The Participant's staff will indicate the existence, appearance or non-existence of conflict via written, signed and dated statement and by doing so before participation in any activity of potential conflict.

5. INTENTIONALLY OMITTED

6. INTENTIONALLY OMITTED

7. INTENTIONALLY OMITTED

IX. INTENTIONALLY OMITTED

A. INTENTIONALLY OMITTED

B. INTENTIONALLY OMITTED

X. SEVERABILITY

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

XI. 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.

XII. TERMINATION OF AGREEMENT

No waiver by the City of any breach of any provision of this Agreement shall be deemed to be a waiver of any other provision or be construed to be a modification of the terms of this Agreement.

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

XIII. 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.

XIV. 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.

XV. AUTHORIZED SIGNATORY

Pursuant to Motion approving this Agreement on May 16, 2017, the Manager of Housing and Community Development for the City and the City Manager are authorized to execute this Agreement on behalf of the City.

XVI. 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.

XVII. SHIP FUNDING

This Agreement is contingent and upon SHIP funds for housing counseling services being made available to the City.

PUBLIC RECORDS

1.1.1 Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Chapter 119, Florida Statutes, as same may be amended from time to time and any resultant award of attorney's fees for non-compliance with that law.

1.1.2 Participant and all contractors or subcontractors (the "**Contractor**") engaging in services in connection with this Program shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by CITY in order to perform the services rendered.

(b) Upon request from CITY's custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2016), as may be amended or revised, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law and as to Participant for the duration of the Program and as to Contractor for the duration of the contract term and following completion of said contract if Contractor does not transfer the records to CITY.

(d) Upon completion of the Program, transfer, at no cost, to CITY all public records in possession of LESSEE or Contractor or keep and maintain public records required by CITY to perform the service. If Contractor transfers all public records to CITY upon completion of the Program, Participant and Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Participant or Contractor keeps and maintains public records upon completion of Program, Participant and Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY's custodian of public records, in a format that is compatible with the information technology systems of CITY.

1.1.3 If Participant or any contractor has questions regarding the application of Chapter 119, Florida Statutes, to Participant or Contractor's duty to provide public records relating to its contract, contact the CITY's custodian of public records by telephone at 954-828-5002 or by e-mail at PRRCONTRACT@FORTLAUDERDALE.GOV or by mail at 100 North Andrews Avenue, Fort Lauderdale, FL 33301 Attention: Custodian of Public Records.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the 11th day of May 2017.

PARTICIPANT

WITNESSES:

**NEW VISIONS COMMUNITY
DEVELOPMENT CORPORATION**
a Florida non-profit corporation

[Signature]

By: [Signature]
CLARENCE GLOVER, PRESIDENT

CAVINE HAYDEN
[Witness print name]

[Signature]

David Earl Hawkins
[Witness print name]

ATTEST:

(CORPORATE SEAL)

[Signature]
Secretary

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 11th day of May 2017, by **CLARENCE GLOVER**, as **President** of **New Visions Community Development Corporation, Inc.**, who is personally known to me or has produced _____ as identification.


(NOTARY SEAL)

[Signature]
Notary Public, State of Florida (Signature of Notary Taking Acknowledgment)

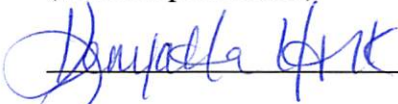
Kia R. Greene
Name of Notary Typed, Printed or Stamped

My Commission Expires: Kia R. Greene
Commission # FF999108
Expires: August 13, 2020
Bonded thru Aaron Notary
Commission Number _____

WITNESSES:



Claudia Goncalves
(Witness print name)



Penyatta York
(Witness print name)

CITY

CITY OF FORT LAUDERDALE

By 

Jonathan Brown, Housing & Community
Development Manager

By: 

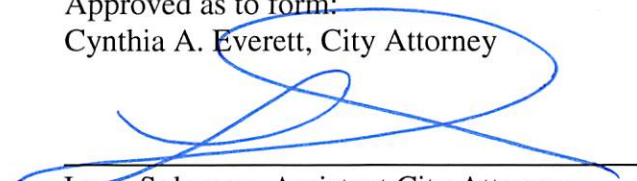
Lee R. Feldman, City Manager

FOR

071717

Date:

Approved as to form:
Cynthia A. Everett, City Attorney



Lynn Solomon, Assistant City Attorney



**REQUEST FOR PROPOSAL
TO PROVIDE HOUSING COUNSELING SERVICES
February 6, 2017**

Proposals by qualified organizations to provide housing counseling services within the City of Fort Lauderdale service area are currently being requested by the City of Fort Lauderdale's Housing and Community Development (HCD) Department.

It is projected that approximately \$22,357.80 in State Housing Initiatives Partnerships (SHIP) Program funds for 2016/2017 will be available to fund requested services over a twelve month contract period beginning May 2017 and ending April 2018. Based on satisfactory performance and dependent upon Fort Lauderdale receiving SHIP funding for the 2017/2018 program year, the contract may be extended for an additional year upon recommendation of City staff and the Affordable Housing Advisory Committee. This Housing Counseling Services is separate from the First-Time Homebuyer Workshop.

The City is requesting proposals for providing Housing Counseling Services including: Housing Consumer Education, Home Purchase Counseling, and Anti-Predatory Lending Counseling included in Part I.

Parts II and III contain: (1) an outline of the proposal evaluation process and proposal review criteria and (2) a project proposal submittal form. Applicants are urged to submit final proposals early and to seek technical assistance as needed.

One original and three copy of the proposal must be received at HCD, 914 NW 6th Street (Sistrunk) Suite 103, Fort Lauderdale, Florida 33311 by March 6, 2017

Contact Avis A Wilkinson, HCD Housing Administrator at (954) 828-4513 or Avis A. Wilkinson at awilkinson@fortlauderdale.gov for additional information.

PART I

DESCRIPTION OF REQUESTED SERVICES

This section includes a description of services and proposed goals for service areas.

Housing Counseling Services: There are three (3) categories of services proposed for funding for the 2016/2017 program year.

Housing Consumer Education: includes budgeting, credit repair (face to face counseling if required), money management and home maintenance workshop.

Home Purchase Counseling: provide home purchase and money management instructions with emphasis on foreclosure prevention.

Anti-Predatory Lending Counseling: assist homeowners in understanding home equity and/or home improvement loans, refinancing loans and other loans.

Proposed Goal: Services to a minimum of 25 clients with certificates.

PART II

Proposal Review Criteria

The following proposal review criteria will be used to evaluate proposals for funding.

1. Completeness of Project Proposal Submittal Form.
2. Quality of Proposed Services: (a) proposed methods of service delivery for each of the service types, (b) proposed service objectives and performance measures; (c) detailed community education and outreach plan and (d) Outline of Program
3. Track Record of Agency: (a) staff and agency experience in providing requested services, and (b) ability of agency to implement services work program.
4. Provide copies of HUD or Neighborworks Certifications.

PART III

PROJECT SUMMARY SHEET

City of Fort Lauderdale
914 NW 6th Street (Sistrunk)
Suite 103, Fort Lauderdale,
Florida 33319

Please answer each question as completely as possible, document all data sources and use additional pages to answer questions as needed.

Requested Funding for 2016/2017 Program Year:	\$
---	----

Applicant Name:			
Mailing Address:			
Site Address:			
Telephone #:		Fax #:	
E-mail Address:		Contact Name:	

Executive Director: _____
Name Signature

Board Chairperson: _____
Name Signature

Project Summary (three to four sentences summarizing the services your agency proposes to provide):

Please complete questions 1 through 7 below using additional sheets of paper.
Describe the methods your agency would use to provide the following Housing

1. Counseling Services types(detail personnel and their specific role in relation to service delivery and discuss specific approaches and activities with regard to implementing a service work program), and indicate performance goals your agency proposes to accomplish within each of the service types.

A. Housing Consumer Education
B. Home Purchase Counseling
C. Anti-Predatory Lending

2. Of the personnel indicated above, specifically describe their qualifications or experience they possess or would be required to possess to perform their function. Also, please indicate length of time each person has been employed by your organization. (Attach a complete list of proposed personnel and an organizational chart of the agency.)

3. What will be the agency's proposed objectives to measure or evaluate performance in each of the three service types (clients contacted, service unit provided, service outcome, etc.)?

4. Detail your project implementation schedule. Include dates.

PROPOSED BUDGET

Housing Counseling Proposed Funding Request:	\$
	\$
Administrative Overhead:	\$
Total Funding Request:	\$

Attach a detailed line item budget.



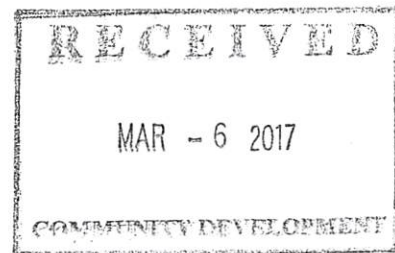
New Visions CDC

Creating Communities, Impacting Lives

Proposal for Housing Counseling Services

City of Fort Lauderdale

March 6, 2017



7 Components of New Visions Community Development Corporation, Inc.

- **Housing**
- **Healthcare**
- **Entrepreneurship**
- **Veterans**
- **Youth**
- **Job Creation**
- **Safety**

Accomplishments

- ✓ From inception, New Visions has counseled 18,500 First-Time Homebuyers and Foreclosure clients.
- ✓ New Visions has educated 5,000 students about homebuyer education.
- ✓ New Visions has built 69 homes and placed 69 participants into newly built homes with down-payment assistance.
- ✓ New Visions has assisted 163 clients through partner participation.
- ✓ Acquisition rehabbed and sold distressed properties in Florida.
- ✓ Expanded services to St. Lucie County.
- ✓ City of Fort Lauderdale Housing & Down Payment Assistance Program
- ✓ City of Fort Lauder Home Maintenance & Rehabilitation Program

**REQUEST FOR PROPOSAL
TO PROVIDE HOUSING COUNSELING SERVICES
February 6, 2017**

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It is projected that approximately \$22,357.80 in State Housing Initiatives Partnerships (SHIP) Program funds for 2016/2017 will be available to fund requested services over a twelve month contract period beginning April 1, 2017 and ending March 31, 2018. Based on satisfactory performance and dependent upon Fort Lauderdale receiving SHIP funding for the 2017/2018 program year, the contract may be extended for an additional year upon recommendation of City staff and the Affordable Housing Advisory Committee. This Housing Counseling Services is separate from the First-Time Homebuyer Workshop.

The City is requesting proposals for providing Housing Counseling Services including: Housing Consumer Education, Home Purchase Counseling, and Anti-Predatory Lending Counseling included in Part I.

Parts III and III contain: (1) an outline of the proposal evaluation process and proposal review criteria and (2) a project proposal submittal form. Applicants are urged to submit final proposals early and to seek technical assistance as needed.

One original and three copy of the proposal must be received at HCD, 914 NW 6th Street (Sistrunk) Suite 103, Fort Lauderdale, Florida 33311 by March 6, 2017

Contact Avis A Wilkinson, HCD Housing Administrator at (954) 828-4513 or [Avis A. Wilkinson](mailto:Awilkinson@fortlauderdale.gov) at awilkinson@fortlauderdale.gov for additional information.

Please complete questions 1 through 7 below using additional sheets of paper.
Describe the methods your agency would use to provide the following Housing

1. **Counseling Services types(detail personnel and their specific role in relation to service delivery and discuss specific approaches and activities with regard to implementing a service work program), and indicate performance goals your agency proposes to accomplish within each of the service types.**
 - A. **Housing Consumer Education**
 - B. **Home Purchase Counseling**
 - C. **Anti-Predatory Lending**

2. **Of the personnel indicated above, specifically describe their qualifications or experience they possess or would be required to possess to perform their function. Also, please indicate length of time each person has been employed by your organization. (Attach a complete list of proposed personnel and an organizational chart of the agency.)**

3. **What will be the agency's proposed objectives to measure or evaluate performance in each of the three service types (clients contacted, service unit provided, service outcome, etc.)?**

4. **Detail your project implementation schedule. Include dates.**

New Visions Community Development Corporation, Inc

March 6, 2017



New Visions Community Development Corporation, Inc

March 6, 2017

Part I

Description of Requested Services

New Visions CDC is a Lead HUD Housing Counseling Agency in Broward County and we offer Home-purchase Counseling, Housing Consumer Education and Anti-Predatory Lending information to our prospects.

Housing Consumer Education: Our First-Time Homebuyers Workshop are held every 3rd Saturday of the month and assist the clients in the process of completing all/requested counseling services or some of their homebuyer education requirements (Certificates of Attendance).

Homebuyer Education: New Visions CDC's program is designed to assist individuals of low to moderate-income communities throughout Broward County in becoming homeowners through training and counseling services. Clients receive a six-part training about homeownership and securing a home loan. The clients also benefit from free one-on-one counseling sessions with trained housing counselors for Pre- and Post purchase housing counseling.

1. **Homebuyer's Club:** New Visions CDC's Club offers budget and credit awareness and an opportunity for clients to prepare themselves if not quite ready to purchase a home. The post purchase support program offers home repair and maintenance workshops. Foreclosure prevention seminars, refinancing and default mortgage and loss mitigation counseling services is available.

Counseling services to be provided will include, but not limited to the following:

New Visions CDC begins each cycle of our education workshops with an orientation session.

The purpose of the orientation session is to:

- Provide an overview of the homeownership process
- Assist client with understanding the procedures
- Introduction of the Vision Team of Partners
- Assist clients with understanding the subsidy programs and how they work

March 6, 2017



5. A home inspector details the home inspection process
6. A fair housing agent explains how to detect discrimination and where to report it
7. Credit and Budgeting is explained in detail by a HUD Certified Counselor
8. Post Education – maintaining the home, self-help of home maintenance are discussed
9. How to Avoid Foreclosure

Relationship between Group and One-on-One Counseling Intake

Home Purchase Counseling:

Step 2: One-one-One Counseling Sessions

Clients come to New Visions CDC either by referral or in response to outreach activities, or by word of mouth from clients who have already been successful in using our services. When a person initially comes to New Visions CDC, the client is at that time signed up for the homebuyer education class, the client completes the intake process and a one-on-one session is scheduled.

The client's is given or email an application and a list of required documents that will be needed for their One-on-One appointment. During the assessment the client's income, budget, credits is assessed and a pre-qualification is prepared to determine the readiness of the client. Once the readiness is determined, the client's documents are then packaged and forwarded to a lender. If the client is not ready, the client is then given instructions on improving their credit and registered for the homebuyers club. One-on-One counseling session continue as a follow-up and club meetings is maintained until the individual is ready for purchase or has decided not to purchase. Following the pre-purchase process, post-purchase counseling is conducted to assist the client in maintaining what they now have.

The project will benefit low to moderate income homebuyer's and residents within the Ft. Lauderdale community (with emphasis on the 33311 area); will reduce barriers and provide educational services of programs offered by grass roots, faith-based and other community organizations.

New Visions Community Development Corporation, Inc

March 6, 2017



(a) Proposed methods of service delivery for each of the service types

(b) Proposed service objectives and performance measures

(c) Detailed community education and outreach plan

Please see detailed outline below.

(d) Outline of Program

Please see detailed outline below.

2. Track Record of Agency:

(a) Staff and agency experience in providing requested services

New Visions Community Development Corporation, Inc

March 6, 2017

(b) Ability of agency to implement services work program

The agency has been doing homeownership services to first-time homebuyers for the past 20 years, we are also developers we have built over 69 homes, place home-owners into homes that the our agency has built, partnered with other developers and processed their clients by doing housing counseling services for financially assessment, income certified first-time homebuyers, administrated down payment assistance for lead agencies & our own clients, and we are CDBG certified through Broward County .

4. Provide copies of HUD or Neighborworks Certifications

See Attachments

New Visions Community Development Corporation, Inc

March 6, 2017



Number of bilingual housing counselors (1)

Volunteer Ms. Marie Etienne - 2 Years Experience 1 Year with NVDCDC

Average years of Housing Counseling management experience (5.6 yrs)

Average years of housing counseling (7.8)

Average years of related experience (20 yrs)

Percentage of counselors who have participated in 2 or more formal trainings 100%

1. (c) and (d)

NEW VISIONS COMMUNITY DEVELOPMENT CORPORATION, INC.

Rating Factor 3: Soundness of Approach/Scope of Housing Counseling Services

New Visions Community Development Corporation, Inc

March 6, 2017



initially comes into New Visions CDC, the client is at that time signed up for the group homebuyer education class. During the class, the client completes the group intake process, class requirements and a one on one session is scheduled.

Whereas the group sessions give an overview of general home purchase processes and introduces the client to practices, professionals and possible challenges in the process. The client participating in individual one-on-one sessions may address personal needs in a face to face private and confidential setting with complete attention from the certified counselor. Tailor made action plans and objectives are created for the clients particular set of circumstances.

Rating Factor 3: Soundness of Approach/Scope of Housing Counseling Services

- (3) Projected Performance - Work Plan n
- (a) Counseling and Education Services

Outlined below is New Visions overall Housing Program strategy.

Strategy One: In accordance with Broward County Comprehensive Plan, FY 2010-2014,

Priority IIA (Low to Moderate Income Housing)

Increase the number of low and moderate Income home ownership opportunities and expand the affordable housing stock that is available to first time home buyers. Proposed Outcome -

Availability, Accessibility, Affordability

It is expected that the outcome of this work plan will be support for ongoing housing programs that address the needs of residents whether existing homeowners or prospective first time homebuyers.

New Visions has partnered with local government, (Broward County and City of Ft. Lauderdale, other local nonprofits and with for profit agencies to provide support for our homeownership and housing counseling programs. In excess of 7,500 individuals have received assistance through these programs.

New Visions Community Development Corporation, Inc

March 6, 2017



New Visions CDC

New Visions Community Development Corporation, Inc

March 6, 2017

Our rental counseling program assists our rental clients in locating safe and decent rental housing as well as determining if it is within budget. Staff liaisons with realtors, the Housing Authority, area complexes as well as private homeowners to maintain an accurate list of affordable housing. When contacted concerning privately owned properties, we also research potential rentals for proof of ownership and availability and signs of predatory lending. Renters aspiring homeownership often need landlords to report rental payment history for credit purposes. This can be a great tool for participants in our Homebuyers Club preparing for home purchase. We conform to the standard time for these activities

Non Delinquent Post Purchase Counseling -Offered in English, Spanish, Creole & ASL The post purchase Counseling Program offers tax and homestead, refinancing and default mortgage assistance as needed. Clients are made aware of possible scams and are inquiry is made if clients have been approached by modification or mortgage scams. Special attention is given to First-time Homebuyers to ensure that they do not fall into budgeting or credit problems after obtaining a mortgage.

(ii) Education Services

Homebuyer Education - Offered in English, Spanish, Creole & ASL

New Visions CDC's HBE program is designed to assist individuals of very-low to moderate- income throughout Broward County in becoming homeowners through education and counseling. Clients

New Visions Community Development Corporation, Inc

March 6, 2017



Affordable housing needs identified include pre purchase counseling and non delinquency post purchase counseling/education, homebuyer education, fair housing education, rental housing

counseling, homeless/displacement counseling. To address these concerns we propose to do the following:

Strategy One - Outreach to individuals with insufficient housing and housing concerns and through group and one-on-one counseling educate and assist them with obtaining safe, affordable and decent housing. This begins with outreach:

- **Interface with potential and existing clients via social media including developing a website, Facebook, and Twitter accounts.**
- **Market first time Homebuyer Education Program through public service announcements on local radio and television stations.**
- **Email addresses are obtained from all potential clients and supporters. Appointment reminders, monthly newsletters, calendars and event announcements are sent by email.**
- **Continued partnership with governmental agencies i.e. Broward County, City of Ft. Lauderdale for referrals of clients seeking housing assistance.**
- **Host meetings of area Home Owners Associations, local Realtor Associations and Green Building Council for networking purposes and to increase awareness of our programs.**

New Visions Community Development Corporation, Inc

March 6, 2017



Housing Consumer Education and Anti-Predatory Lending Class Schedule. Classes are Mondays - Thursdays, with Fridays as Administrative Days.

DATES	TIMES	FACILITATING BANKS
January 21, 2017	9:00AM-5:00 PM	Bank of America
February 18, 2017	9:00AM-5:00 PM	HSBC Bank
March 18, 2017	9:00AM-5:00 PM	Chase Bank
April 15, 2017	9:00AM-5:00 PM	BB&T Bank
May 20, 2017	9:00AM-5:00 PM	Florida Community Bank
June 17, 2017	9:00AM-5:00 PM	City National Bank
July 15, 2017	9:00AM-5:00 PM	SunTrust Bank



HUD APPROVAL AS A HOUSING COUNSELING AGENCY

The U. S. Department of Housing and Urban Development approves the following named entity as a Local Housing Counseling Agency. The entity has (1) met the Department's initial approval criteria and (2) submitted an acceptable housing counseling work plan to serve its target community.

New Visions Community Development Corp.

The Department approved this housing counseling agency to provide the following types of housing counseling in accordance with their counseling work plan.

- Financial Management/Budget Counseling
- Mortgage Delinquency and Default Resolution Counseling
- Pre-purchase Counseling
- Rental Counseling
- Non-Delinquency Post Purchase Workshops
- Pre-purchase Homebuyer Education Workshops
- Resolving/Preventing Mortgage Delinquency Workshops

October 17, 2014
Date of Approval

October 16, 2017
Date Approval Expires

Cheryl W. Appline

Cheryl W. Appline
Director, Oversight and Accountability
Office of Housing Counseling

CERTIFICATE OF COMPLETION

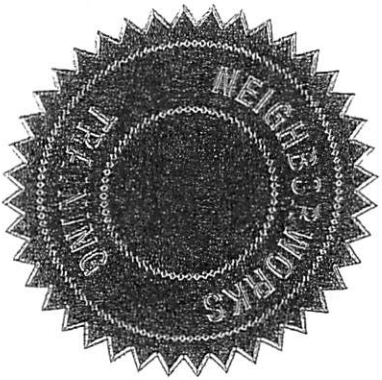
Nikki Austin-Shipp

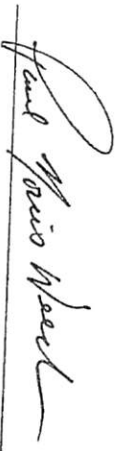
has satisfactorily completed
Homeownership Counseling Certification for Program Managers and
Executive Directors

at the

NeighborWorks Training Institute
Washington, DC

December 12 - 16, 2016





PAUL WEECH
President and Chief Executive Officer



JOHN McCLOSKEY
Vice President, Training

Working Together for Strong Communities®

Certificate of Completion



Certifies That

Jacqueline ROBOTHAM

Successfully completed 2.0 of Continued Education Hours for attending
Housing Affordability Webinar on 01-25-17

Cora R. Fulmore

Cora R. Fulmore, The Counselor's Corner, LLC

January 31, 2017

Date

Expires three years from this date.

Certificate of Completion



Certifies That

Jacqueline ROBOTHAM

Successfully completed 2.0 Hours of Continued Education Hours for attending
Rights/Responsibilities of Tenancy Webinar on
06-23-16

Cora R. Fulmore

Cora R. Fulmore, The Counselor's Corner, LLC

July 15, 2016

Date

Certificate of Completion



Certifies That

Jacqueline ROBOTHAM

Successfully completed 2.0 of Continued Education Hours for attending
**Rental Eviction and Mortgage Delinquency
Webinar on 02-11-16**

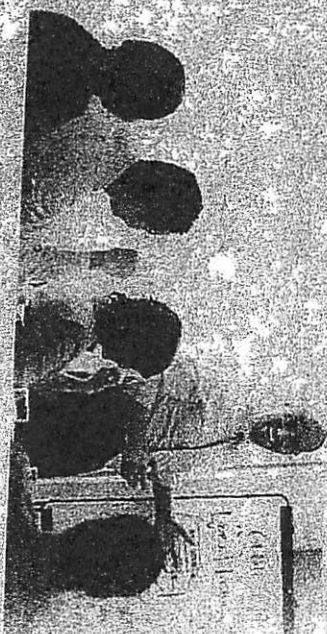
Cora R. Fulmore

Cora R. Fulmore, The Counselor's Corner, LLC

February 19, 2016

Date

NCRC
National Training Academy



**NCRC TRAINING ACADEMY CERTIFICATE
OF COMPLETION**

This Certificate is Awarded to


Jacqueline Robotham

**FH201: Affirmatively Furthering
Fair Housing**

Fl. Lauderdale, FL

Conducted on November 18-19, 2015

Certification is valid three years from date of its issuance. It is valid only when housing counseling is performed by or in partnership with a community-based organization.


John E. Taylor
President and CEO

Samira Cook-Gaines
Samira Cook-Gaines
Chief of Civil Rights and Economic Empowerment



CERTIFICATE OF COMPLETION

Jacqueline Robotham

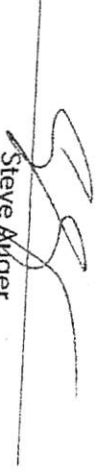
HAS SUCCESSFULLY COMPLETED

Special Needs Assistance with SFPD Funds

A WORKSHOP PRESENTED BY

The Florida Housing Finance Corporation Affordable Housing Catalyst
Program and the Florida Housing Coalition Inc.

December 8, 2015


Steve Auger
EXECUTIVE DIRECTOR
FLORIDA HOUSING FINANCE CORPORATION




Jainie Ross
PRESIDENT
FLORIDA HOUSING COALITION

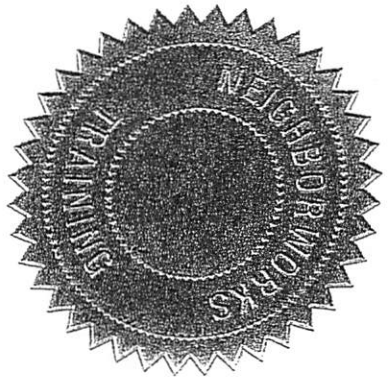


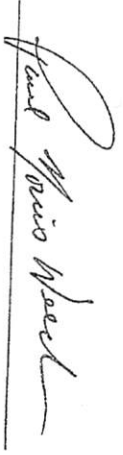
CERTIFICATE OF COMPLETION

Jacqueline Robotham

has satisfactorily completed
Building Competency for HUD Housing Counseling Certification
at the

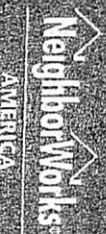
NeighborWorks Training Institute
Philadelphia, PA
August 17 - 18, 2015




PAUL WEECH
President and Chief Executive Officer


JOHN McCLOSKEY
Vice President, Training

Working Together for Strong Communities®



NeighborWorks® Center for Homeownership Education and Counseling

CERTIFICATE OF COMPLETION

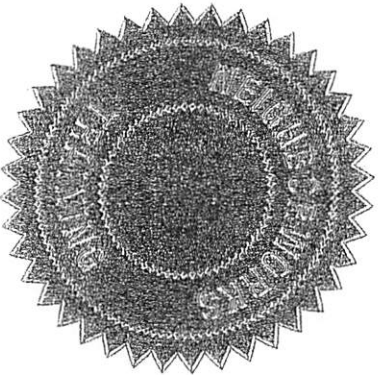
Carrie Latimer

has satisfactorily completed
Financial Coaching: Helping Clients Reach Their Goals

at the
Placed-Based Training

Miami, FL

August 25 - 26, 2015



A handwritten signature in black ink, appearing to read "John McCloskey".

JOHN McCLOSKEY
Vice President, Training Division
NeighborWorks® America

A handwritten signature in black ink, appearing to read "Jayna L. Bower".

JAYNA L. BOWER
Senior Director
NeighborWorks® Center for
Homeownership Education and Counseling
(NCHCE)

Working Together for Strong Communities



AMERICA

New Visions Community Development Corporation, Inc

March 6, 2017



1. Counseling Services types (detail personnel and their specific role in relation to service delivery and discuss specific approaches and activities with regard to implementing a service work program), and indicate performance goals your agency proposes to accomplish within each of the service types.

A. Housing Consumer Education

B. Relationship between Group and One-on-One Counseling Intake

C. Anti-Predatory Lending

3. Of the personnel indicated above, specifically describe their qualifications or experience they possess or would be required to possess to perform their function. Also, please indicate length of time each person has been employed by your organization. (Attach a complete list of proposed personnel and an organizational chart of the agency.)

Knowledge, Experience and Capacity - STAFF

Average years of counseling 15 yrs

Nikki Austin-Shipp- Executive Director, Counselor, and NeighborWorks Housing Certified - 10 Years
Experience 8 Months NVDCDC

Jacqueline Robotham – Program Manager, Counselor - 25 Years Experience 10 Years with NVDCDC

New Hire – Counselor- Bilingual

Carrie Latimer ASL - 9 Years Experience and Months with NVDCDC

Volunteer Ms. Fernandez. Spanish - 2 Years Experience 6 Months with NVDCDC

Number of part-time housing counselors Carrie Latimer (1)

New Visions Community Development Corporation, Inc

March 6, 2017



HUD APPROVAL AS A HOUSING COUNSELING AGENCY

The U. S. Department of Housing and Urban Development approves the following named entity as a Local Housing Counseling Agency. The entity has (1) met the Department's initial approval criteria and (2) submitted an acceptable housing counseling work plan to serve its target community.

New Visions Community Development Corp.

The Department approved this housing counseling agency to provide the following types of housing counseling in accordance with their counseling work plan.

- Financial Management/Budget Counseling
- Mortgage Delinquency and Default Resolution Counseling
- Pre-purchase Counseling
- Rental Counseling
- Non-Delinquency Post Purchase Workshops
- Pre-purchase Homebuyer Education Workshops
- Resolving/Preventing Mortgage Delinquency Workshops

October 17, 2014
Date of Approval

October 16, 2017
Date Approval Expires

Cheryl W. Appline

Cheryl W. Appline
Director, Oversight and Accountability
Office of Housing Counseling

Certificate of Adoption



Homeownership
Done Right.®

This is to certify that

New Vision Community Development Corporation

Having successfully met the qualifications and high performance standards for

Homeownership Counseling

is officially recognized as an Adopter of

The National Industry Standards for Homeownership Education and Counseling.

The National Industry Standards Committee

Initial Adoption Date: 06/22/2010

Certificate Issued: 6/22/2016

Certificate valid for one year from the date of issuance.

An organization's adoption status may be rescinded at any time for failure to adhere to the National Industry Standards Guidelines and Code of Ethics.
For an agency's most current adoption status, please visit www.homeownershipstandards.org

CERTIFICATE OF COMPLETION

Nikki Austin-Shipp

has satisfactorily completed
Homeownership Counseling Certification for Program Managers and
Executive Directors

at the

NeighborWorks Training Institute

Washington, DC

December 12 - 16, 2016



A handwritten signature in cursive script, reading "Paul Weech".

PAUL WEECH
President and Chief Executive Officer

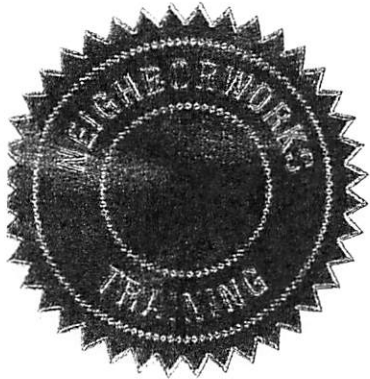
A handwritten signature in cursive script, reading "John McCloskey".

JOHN McCLOSKEY
Vice President, Training

Working Together for Strong Communities®

NeighborWorks
AMERICA

NCHEC Certification in Homeownership Counseling



Is awarded to

Jacqueline Robotham

Presented 28th day of January 2017

for completing the specified training and satisfying the requirements established by NCHEC.

Certification is valid for three years from date of issuance. It is valid only when housing counseling is performed by or in partnership with a community-based organization.

A handwritten signature in black ink, appearing to read "J.M.", positioned above a horizontal line.

JOHN McCLOSKEY
Vice President, Training Division
NeighborWorks® America

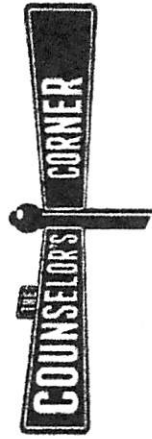
A handwritten signature in black ink, appearing to read "Jayna L. Bower", positioned above a horizontal line.

JAYNA L. BOWER
Senior Director
NeighborWorks® Center for
Homeownership Education and Counseling (NCHEC)

Working Together for Strong Communities

The logo for NeighborWorks America, featuring the text "NeighborWorks" in a bold, sans-serif font with a registered trademark symbol, and "AMERICA" in a smaller, all-caps font below it. The text is set against a dark background with a white outline.

Certificate of Completion



Certifies That

Jacqueline ROBOTHAM

Successfully completed 2.0 of Continued Education Hours for attending

Housing Affordability Webinar on 01-25-17

Cora R. Fulmore

Cora R. Fulmore, The Counselor's Corner, LLC

January 31, 2017

Date

Expires three years from this date.

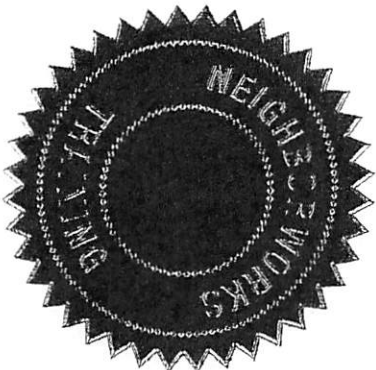
CERTIFICATE OF COMPLETION

Jacqueline Robotham

has satisfactorily completed
Advanced Foreclosure: Case Study Practicum

at the
NeighborWorks Training Institute
Washington, DC

December 15 - 16, 2016



Paul Weech

PAUL WEECH
President and Chief Executive Officer

John McCloskey

JOHN McCLOSKEY
Vice President, Training

Working Together for Strong Communities®



Certificate of Completion



Certifies That

Jacqueline ROBOTHAM

Successfully completed 2.0 Hours of Continued Education Hours for attending

Rights/Responsibilities of Tenancy Webinar on

06-23-16

Cora R. Fulmore

Cora R. Fulmore, The Counselor's Corner, LLC

July 15, 2016

Date


NeighborWorks® Center for Homeownership Education and Counseling

CERTIFICATE OF COMPLETION

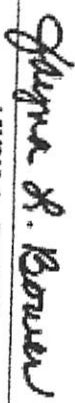
THIS CERTIFIES THAT
Jacqueline Robotham

has successfully completed the course
Counseling Clients Seeking Rental Housing

March 7, 2016



JOHN MCCLOSKEY
Vice President, Training Division
NeighborWorks America



JAYNA L. BOWER
Director
NeighborWorks Center for
Homeownership Education and Counseling
NCHEC

Working Together for Strong Communities



Certificate of Completion



Certifies That

Jacqueline ROBOTHAM

Successfully completed 2.0 of Continued Education Hours for attending
**Rental Eviction and Mortgage Delinquency
Webinar on 02-11-16**

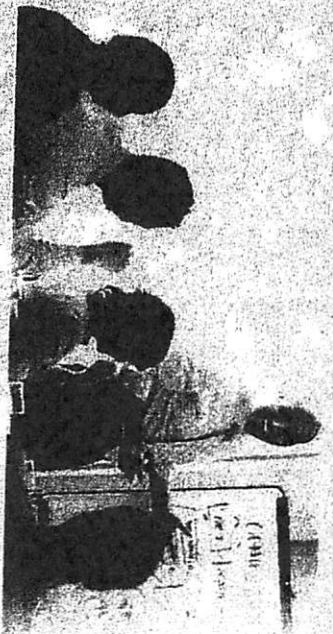
Cora R. Fulmore

Cora R. Fulmore, The Counselor's Corner, LLC

February 19, 2016

Date

NCRRC
National Training Academy



**NCRRC TRAINING ACADEMY CERTIFICATE
OF COMPLETION**


This Certificate is Awarded to

Jacqueline Robotham

**FH203: It is the Law: Fair Housing,
Fair Lending and Civil Rights**

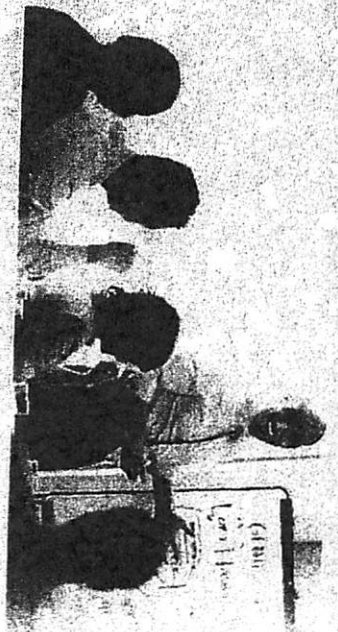
*Conducted on November 17, 2015
Ft. Lauderdale, FL*

*Certification is valid three years from date of its issuance. It is valid only when
housing counseling is performed by or in partnership with a community-based organization.*


John E. Taylor
President and CEO

Samira Cook Gaines
Samira Cook-Gaines
Chief of Civil Rights and Economic Empowerment

NCRRC
National Training Academy



**NCRRC TRAINING ACADEMY CERTIFICATE
OF COMPLETION**

This Certificate is Awarded to

Jacqueline Robotham

**FH201: Affirmatively Furthering
Fair Housing**

Fl. Landerdale, FL

Conducted on November 18-19, 2015

*Certification is valid three years from date of its issuance. It is valid only when
housing counseling is performed by or in partnership with a community-based organization.*

John E. Taylor
President and CEO

Samira Cook Gaines

Chief of Civil Rights and Economic Empowerment



RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

Florida Department of
**Business &
Professional
Regulation**

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF REAL ESTATE

THE SALES ASSOCIATE HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

ROBOTHAM, JACQUELINE J

880 WYOMING AVE
FT. LAUDERDALE FL 33312

LICENSE NUMBER: SL3033893

EXPIRATION DATE: MARCH 31, 2018

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



CERTIFICATE OF COMPLETION

Jacqueline Robatham

HAS SUCCESSFULLY COMPLETED

Special Needs Assistance with SFPD Funds

A WORKSHOP PRESENTED BY

The Florida Housing Finance Corporation Affordable Housing Catalyst
Program and the Florida Housing Coalition Inc.

December 8, 2015


Steve Anger
EXECUTIVE DIRECTOR
FLORIDA HOUSING FINANCE CORPORATION




Jaimie Ross
PRESIDENT
FLORIDA HOUSING COALITION





Certificate of Achievement

This certificate acknowledges that

Jacqueline Robotham

has participated in and successfully completed Freddie Mac's CreditSmart®
September 2015 curriculum instructor training.

Date Exam Passed: **October 20, 2015**

Danny Gardner
VP of Single-Family Affordable Lending and Access to Credit
Freddie Mac



We make home possible™

CERTIFICATE OF COMPLETION

Jacqueline Robotham

has satisfactorily completed
Building Competency for HUD Housing Counseling Certification

at the
NeighborWorks Training Institute
Philadelphia, PA
August 17 - 18, 2015



A handwritten signature in cursive script, reading "Paul Weech".

PAUL WEECH
President and Chief Executive Officer

A handwritten signature in cursive script, reading "John McCloskey".

JOHN McCLOSKEY
Vice President, Training

Working Together for Strong Communities®



2014 CERTIFICATE IN
COMMUNITY REAL ESTATE DEVELOPMENT
AT THE UNIVERSITY OF SOUTH FLORIDA

Certificate of Completion

awarded to:

JACQUELINE ROBOTIAM

in recognition of successful completion of all course requirements on April 5, 2014

Angela Crist
Director, FIOG

Paula Casan
Lead Facilitator, CREED



NeighborWorks® Center for Homeownership Education and Counseling

CERTIFICATE OF COMPLETION

Carrie Latimer

has satisfactorily completed

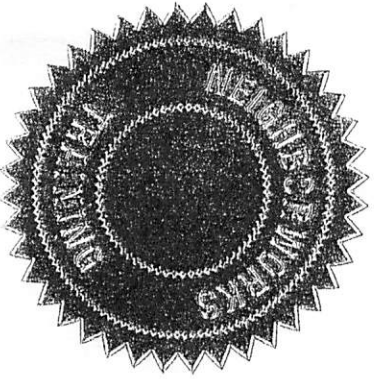
Financial Coaching: Helping Clients Reach Their Goals

at the

Placed-Based Training

Miami, FL

August 25 - 26, 2015



JOHN McCLOSKEY
Vice President, Training Division
NeighborWorks® America

JAYNA L. BOWER
Senior Director
NeighborWorks® Center for
Homeownership Education and Counseling
(NCHEC)

Working Together for Strong Communities





PROPOSED BUDGET

Housing Counseling Proposed Funding Request:	\$ 19,004.13
	\$
Administrative Overhead:	\$ 3,353.67
Total Funding Request:	\$ 22,357.80

Attach a detailed line item budget.

PART I

DESCRIPTION OF REQUESTED SERVICES

This section includes a description of services and proposed goals for service areas.

Housing Counseling Services: There are three (3) categories of services proposed for funding for the 2016/2017 program year.

Housing Consumer Education: includes budgeting, credit repair (fact to face counseling if required), money management and home maintenance workshop.

Home Purchase Counseling: provide home purchase and money management instructions with emphasis on foreclosures prevention.

Anti-Predatory Lending Counseling: assist homeowners in understanding home equity and/or home improvement loans, refinancing loans and other loans.

Proposed Goal: Services to a minimum of 25 clients with certificates.

P32
7/18/17

COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

RUSH

Today's Date: 5/18/17

DOCUMENT TITLE: City of Fort Lauderdale Housing Counseling Funding Agreement

COMM. MTG. DATE: 5/16/17 CAM #: 17-0142 ITEM #: CM-12 CAM attached: YES NO

Routing Origin: CAO Router Name/Ext: Shaniece Louis / Ext. 5036

CIP FUNDED: YES NO

2) City Attorney's Office # of originals attached: 3 Approved as to Form: YES NO

Date to CCO: 7/17/17 LS
Initials

3) City Clerk's Office: # of originals: 3 Routed to: Gina Ri/CMO/X5013 Date: 7/17/17

4) City Manager's Office: CMO LOG #: Sul-61 Date received from CCO: 7/17/17

Assigned to: L. FELDMAN S. HAWTHORNE C. LAGERBLOOM
L. FELDMAN as CRA Executive Director

APPROVED FOR LEE FELDMAN'S SIGNATURE N/A FOR L. FELDMAN TO SIGN

PER ACM: S. HAWTHORNE (Initial/Date) C. LAGERBLOOM
(Initial/Date) PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward 3 originals to Mayor CCO Date: 7/17/17

5) Mayor/CRA Chairman: Please sign as indicated. Forward originals to CCO for attestation/City seal (as applicable) Date: _____

INSTRUCTIONS TO CLERK'S OFFICE

City Clerk: Retains 1 original and forwards 2 original(s) to: Avis Wilkinson / HCD/ Ext. 4513 (Name/Dept/Ext)

Attach certified Reso # YES NO Original Route form to CAO

please email executed copy to Shaniece Louis

RUSH

201
5/18/15

1/1/15

1/1/15

1/1/15

1/1/15

1/1/15

1/1/15