

HOME-ARP PROGRAM AGREEMENT FOR TENANT BASED RENTAL ASSISTANCE AND SUPPORTIVE SERVICES

THIS Agreement ("Agreement") made and entered into this _____ day of _____, 2024, by and between the City of Fort Lauderdale, a Florida municipal corporation ("City") and **Housing Opportunities, Mortgage Assistance, & Effective Neighborhood Solutions, Inc. d/b/a H.O.M.E.S., Inc.**, a Florida Not-for-Profit corporation ("Subrecipient"), ("Party" or collectively "Parties");

WHEREAS, the City Commission of the City of Fort Lauderdale, Florida at its meeting of **May 7, 2024**, authorized by motion the execution of this Agreement between Subrecipient and City authorizing the award of HOME Investment Partnerships Program - American Rescue Plan ("HOME - ARP") funds for the development and operation of a Tenant Based Rental Assistance Program and to provide Supportive Services, Request for Proposals (RFP) Event No. 224, incorporated herein, (the "Agreement");

WHEREAS, the City has been designated by the United States Department of Housing and Urban Development ("HUD") as a participating jurisdiction for the receipt and use of funds as provided by the HOME Investment Partnerships Program - American Rescue Plan ("HOME - ARP") as set forth in HUD-CPD-21-10;

WHEREAS, the City has entered into an agreement with HUD for a grant for the execution and implementation of a HOME-ARP Program pursuant to section 217 of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended (42 U.S.C. 12701 et seq.) ("NAHA"); and

WHEREAS, the Subrecipient and the City agree that the total amount for this Project Activity shall not exceed a total HOME-ARP budget funding allocation of \$250,000, which shall equal to \$150,000 for a Tenant Based Rental Assistance (TBRA) Program and \$100,000 for Supportive Services, to cover a period of two (2) consecutive years;

WHEREAS, the Subrecipient represents that it possesses the requisite skills, knowledge, qualifications and experience to provide the services set forth in Exhibit "A" attached hereto and incorporated herein by reference, and agrees to perform said services for the City; and

NOW, THEREFORE, the City and the Subrecipient, in consideration of the mutual promises, covenants, and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, agree as follows:

ARTICLE 1 - DEFINITIONS

Whenever used in this Agreement or in other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural forms:

- 1.1 Agreement – This written Agreement between the City and the Subrecipient covering the services to be performed including other Contract Documents that are attached to or

incorporated in the agreement.

- 1.2 City – The City of Fort Lauderdale, Florida, including but not limited to its employees, agents, officials, representatives, contractors, subcontractors, volunteers, successors and assigns, with whom the Subrecipient has entered into the Agreement.
- 1.3 City Manager's Approval - The written approval of the City Manager or designee after a submitted request or a report has been properly processed in accordance with the City's financial accounting procedures.
- 1.4 Department - The City of Fort Lauderdale's Developmental Services, Division of Housing and Community Development.
- 1.5 HOME-ARP - The HOME Investment Partnerships Program - American Rescue Plan as set forth in Exhibit "C".
- 1.6 HUD - The United States Department of Housing and Urban Development.
- 1.7 Subrecipient - The corporate entity with who the City has entered into this Agreement, including but not limited to its employees, agents, representatives, contractors, subcontractors, and their subcontractors.
- 1.8 Supportive Services – The Project Activity as more specifically set forth in Exhibit "A".

All other terms used herein shall be as defined in HUD-CPD-21-10, which is incorporated herein by this reference as though set forth in full in this Agreement.

ARTICLE 2 - SCOPE OF SERVICES

Subrecipient shall be responsible for administering the Project Activity as more specifically set forth in Exhibit "A" and in accordance with the applicable HOME Investment Partnerships-American Rescue Plan regulations as more specifically set forth in HUD-CPD-21-10.

ARTICLE 3 – TERM OF AGREEMENT

The term of this Agreement shall be for a period of two (2) consecutive years which shall commence on **May 7, 2024**, and shall expire on **May 6, 2026**. As a condition precedent to the effectiveness of this Agreement, funds for this Project Activity must be timely released pursuant to the United States HUD Home Investment Partnership Act Grant to the City. If such condition precedent fails to occur, then this Agreement shall become null, and void and the parties shall be discharged from their respective obligations thereunder. This Agreement may be extended upon the approval of the City and acceptance by Subrecipient.

ARTICLE 4 - ALLOCATION OF FUNDS AND PAYMENTS TO SUBRECIPIENT

- 4.1 The maximum amount of the City's HOME-ARP funding contribution under this Agreement shall not exceed Two Hundred and Fifty Thousand Dollars (\$250,000) for Tenant Based

Rental and Supportive Services over a two-year period as follows using 2021-2022 HOME-ARP funds. The Subrecipient must submit to the City the required documentation set forth in Exhibit "C" attached hereto and incorporated herein by this reference. All HOME ARP Funds shall be solely used by Subrecipient for the Project Activity described in Exhibit "A" and expended in accordance with the Budget set forth in Exhibit "B" attached hereto and incorporated herein by reference. Subrecipient hereby acknowledges and agrees that all HOME-ARP funds shall be used in accordance with HUD-CPD-21-10 including but not limited to the applicable uniform administrative requirements as set forth in 24 CFR Section 92.505. The city shall not be responsible or liable to Subrecipient for any payments beyond the maximum funding set forth herein for eligible expenditures and encumbrances.

- 4.2 Affordability: All Tenant Based Rental and Supportive Services with HOME-ARP funds shall meet the affordability requirements of HUD CPD Notice 21-10 section VI(d), as applicable.
- 4.3 It is hereby acknowledged that if the project activity includes program income (proceeds generated from the use of the funds), then said program income will be remitted by the Subrecipient to the City. Subrecipient shall not be entitled to retain any program income.
- 4.4 Subrecipient shall submit its reimbursement request to the City on a monthly basis. The subrecipient shall be paid by the City in accordance with the expenditure of funds procedure set forth in Exhibit "B" attached hereto and incorporated herein by reference, and in accordance with the requirements set forth in 24 CFR Section 92.502.
- 4.5 All services, materials and labor eligible for payment under this Agreement must be completed and processed for payment by **May 6, 2027**, or at such later date that may be approved by the City.
- 4.6 Payment to Subrecipient shall be contingent upon the following:
 - 3.6.1 Subrecipient provides City with annual independent audits in order for the City to determine the Subrecipient's ability to fiscally manage the Project Activity in accordance with Federal, State, Local and City requirements. The Subrecipient shall bear all costs and expenses for each audit. Each annual audit shall be submitted to the City no later than 120 days prior to the end of the City's Fiscal Year (September 30th). The annual independent audits shall adhere to the requirements set forth in Article 6 herein.
 - 4.6.2 All reporting requirements, deadlines, and reporting approvals as set forth in this Agreement and in Exhibit "C" attached hereto and incorporated herein by reference must be complied with prior to Subrecipient receiving any payments for its services.
- 4.7 City has the right to suspend or terminate this Agreement if Subrecipient fails to comply with any applicable terms and conditions to this Agreement or laws and regulations referenced herein. Upon expiration or termination of this Agreement, all HOME-ARP funds remaining on hand on the date of expiration or termination shall remain as City HOME-ARP funds and Subrecipient shall not be entitled to said funds.

ARTICLE 5 - RECORDKEEPING

- 5.1 Subrecipient shall comply with the Performance Report requirements set forth in Exhibit “C.”
- 5.2 Subrecipient shall maintain records enough to meet the requirements set forth in 24 CFR Section 92.508(a)(3) and 24 CFR Section 92.509. All records and reports required herein shall be retained by Subrecipient and made accessible as provided for in Chapter 119, Florida Statutes, and in accordance with 24 CFR Section 85.42 and 24 CFR Section 92.508(c) and (d).
- 5.3 Subrecipient shall comply with the requirements set forth in OMB Circular No. A122, OMB Circular A-87 and as provided in 24 CFR Section 92.508(b).
- 5.4 Subrecipient shall maintain records specific to each individual rental unit so that all disbursements of funds with regard to the project activities can be reconciled with each new rental unit.
- 5.5 All original reports and records shall be retained by Subrecipient for a five (5) year period following the date of termination of this Agreement or of the submission of the final close-out report, whichever is later, with the following exceptions:
 - 5.5.1 If any litigation, claim or audit was started before the expiration of the five (5) year period and extends beyond the five (5) year period, the records shall be maintained until litigation, claims or audit findings involving the records and/or reports have been resolved.
 - 5.5.2 Records relating to real property acquisition shall be retained for the period of affordability required under 24 CFR Section 92.254.
- 5.6 All records, including supporting documentation of all program costs, shall be sufficient to determine compliance with the requirements and objectives set forth in Exhibit “A” and all other applicable laws and regulations.
- 5.7 Subrecipient, its employees, officers, or agents, including any and all subcontractors and consultants to be paid from funds provided pursuant to this Agreement shall allow access to its records at reasonable times to the City, its employees, agents, contractors, HUD, or the Comptroller General. For purposes of this subsection, “reasonable” shall be construed according to the circumstances, but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday. “Agents” shall include, but not be limited to, City employees and auditors retained by the City.
- 5.8 In the event that during the five (5) year retention period for records and the time set forth in subsection 4.5, Subrecipient is dissolved then, Subrecipient shall submit all original reports and records as set forth in this Article and this Agreement to City prior to Subrecipient’s dissolution date.

ARTICLE 6 - REPORTS

- 6.1 Subrecipient shall provide City with monthly reports. The Subrecipient shall comply with any additional reporting requirements as set forth in HUD-CPD-21-10.
- 6.2 Subrecipient shall provide City with a close-out report thirty (30) days after the completion of the Project Activity. In the event this Agreement is terminated, then Subrecipient shall provide City with a close-out report within thirty (30) days from the date of termination.
- 6.3 If all required reports and copies as prescribed in this Agreement are not sent to the City or are not completed in the manner required by this Agreement or applicable regulations, the City may withhold any further payments to the Subrecipient unless the Subrecipient submits the require reports and/or corrected reports within ten (10) days of written notice by the City.
- 6.4 Upon ten (10) business days' notice from the City, Subrecipient shall provide such additional program updates or any other programmatic information necessary to evaluate the impact of the program/Project Activity and demographical information on the clientele as required by the funding source.
- 6.5 Subrecipient shall provide any and all reports necessary for the City to meet its reporting requirements pursuant to HUD-CPD-21-10, including but not limited to Section 92.509 with respect to Subrecipient's use of the HOME-ARP funds.

ARTICLE 7 - AUDIT REQUIREMENTS

- 7.1 Subrecipient agrees to maintain financial procedures and support documents in accordance with generally accepted accounting principles in order to account for the receipt and expenditure of HOME-ARP funds under this Agreement.
- 7.2 Subrecipient shall provide the City or other authorized representatives or employees with the records, reports, or financial statements upon request for the purpose of auditing and monitoring the HOME-ARP funds awarded pursuant to this Agreement and applicable laws and regulations.
- 7.3 Subrecipient shall provide the City with an annual financial audit report which meets the applicable requirements of the Office of Management and Budget (OMB) Circular A133, as amended, 24 CFR Part 44, and to the extent applicable, the U.S. Single Audit Act of 1984, 31 U.S.C. Sections 7501-7507, for the purposes of auditing and monitoring the HOME ARP funds awarded pursuant to this Agreement. The annual financial audit reports shall include but not be limited to the following:
 - 7.3.1 The annual financial audit report shall include all management letters and Subrecipient's response to all findings, including corrective actions to be taken; and

- 7.3.2 The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and grant revenue by the sponsoring City and Agreement number; and
- 7.3.3 The complete annual financial audit report, including all items specified in this Article and as required by the applicable laws and regulations shall be sent directly to:

Housing and Community Development Manager
914 Sistrunk Boulevard, Suite 103
Fort Lauderdale, Florida 33311

- 7.4 In the event the financial audit shows that the entire HOME-ARP funds, or any portion thereof, was not expended in accordance with the conditions set forth in this Agreement and pursuant to any applicable law or regulation, Subrecipient shall be held liable for reimbursement to the City of all HOME-ARP funds not expended in accordance with this Agreement or applicable laws or regulations. Subrecipient shall reimburse the City within thirty (30) days after receipt of the written notice from the City of such non-compliance.
- 7.5 Subrecipient shall retain all financial records, reports, supporting documents, statistical records, and any other documents pertinent to this Agreement for a period of five (5) years after the date of submission of the final expenditures report. However, if litigation or an audit has been initiated prior to the expiration of the five (5) year period, the records shall be retained until the litigation or audit findings have been resolved.
- 7.6 Subrecipient shall have all audits completed by an independent public account (IPA) who shall either be a certified public accountant, or a public accountant licensed under Chapter 473, Florida Statutes. The IPA shall certify that the audit complied with the applicable provisions referenced in this Agreement and in accordance with the applicable laws and regulations.

ARTICLE 8 - SUBCONTRACTS

- 8.1 In the event that Subrecipient determines that it is necessary to subcontract any or all the work required under this Agreement, then Subrecipient shall obtain the prior approval of the City for such subcontracting work prior to execution of any subcontract. Upon approval, Subrecipient shall provide the City with a copy of the executed subcontract within ten (10) days of execution. If said subcontract is not approved by the Subrecipient, Subrecipient shall remain obligated to complete the Scope of Services and work required.
- 8.2 Any and all subcontracts shall include a provision that the subcontractor shall be bound by the terms and conditions of this Agreement and all Federal, State and Local laws and regulations relating to the Project Activity. Said Agreement shall be attached to the subcontract and incorporated therein. All contracts, subcontracts or agreements entered into by Subrecipient shall contain language comparable to the provisions in Article 7 herein

so as to assure access by authorized parties to the pertinent records of any contractor or subcontractor.

8.3 Any and all subcontracts shall include the following provision:

- 8.3.1 Subrecipient's contractor shall, at its sole cost and expense, indemnify and hold harmless the City, its representatives, agents, employees and elected and appointed officials from and against any and all claims, causes of actions, demands, liabilities, damages, losses, expenditures and costs, including but not limited to, reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Subrecipient's contractor, and other persons employed or utilized by Subrecipient's contractor in the performance of the Agreement between Subrecipient and City, incorporated herein by reference. These indemnifications shall survive the term of the Agreement between Subrecipient and City and this Agreement, to the extent permitted by law, in the event that any action or proceeding is brought against City by reason of any such claim, demand or cause of action, Subrecipient's contractor shall, upon written notice from City, resist and defend such action or proceeding by counsel satisfactory to the City. Such obligation to indemnify and hold harmless shall continue notwithstanding any negligence or comparative negligence on the part of the City relating to such loss or damage and shall include all costs, expenses and liabilities incurred by the City in connection with any such claim, suit, action or cause of action, including the investigation thereof and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof. Nothing in this Agreement shall be construed to affect in any way the City's rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in Section 768.28, Florida Statutes.
- 8.3.2 To the extent permitted by law, the indemnification provided above shall obligate Subrecipient's contractor to defend, at its own expense, to and through appellate, supplemental, or bankruptcy proceedings, or to provide for such defense, at City's option, any and all claims of liability and all suits and actions of every name and description covered by this Article, which may be brought against the City, whether services were performed by Developer's Contractor or persons employed or utilized by Developer's Contractor.
- 8.3.3 In order to ensure the indemnification obligation noted above, Subrecipient's contractor shall, at a minimum, provide, pay for, and maintain in full force at all times during the term of the Agreement (unless otherwise provided), the insurance coverage set forth in Article 10 herein.

ARTICLE 9 - INDEMNIFICATION

Subrecipient shall, at its sole cost and expense, at all times, hereafter indemnify and hold harmless at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend the City, its representatives, agents, employees and elected and appointed

officials from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses caused or alleged to be caused by the intentional or negligent act of, or omission of, Developer, its employees, agents, servants, subcontractors, or officers, accruing, resulting from, or related to the subject matter of this Agreement, including without limitation, any and all claims, losses, liabilities, expenditures, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event of a lawsuit or other proceeding is brought against City by reason of such claim, cause of action or demand, Developer shall, upon written notice from City, resist and defend such lawsuit or proceeding by counsel satisfactory to City or, at City's option, pay for an attorney selected by the City Attorney to defend City. To the extent considered necessary by the Director and City Attorney, any sums due Subrecipient under this Agreement may be retained by City until all of City's claims for indemnification under this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by City. Such obligation to indemnify and hold harmless shall continue notwithstanding any negligence or comparative negligence on the part of the CITY relating to such loss or damage and shall include all costs, expenses and liabilities incurred by the CITY in connection with any such claim, suit, action or cause of action, including the investigation thereof and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof. Nothing in this Agreement shall be construed to affect in any way the City's rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in Section 768.28, Florida Statutes. The provisions and obligations of this section shall survive the expiration or earlier termination of this Developer Agreement.

The City gives as independent and specific consideration the sum of **\$10.00** for the granting of this indemnification/hold harmless. The receipt and sufficiency of this consideration is acknowledged by Subrecipient.

ARTICLE 10 - INSURANCE

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 with a certificate of insurance evidencing such coverage. The Participant's insurance coverage shall be primary insurance for all applicable policies. 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 municipal corporation, its officials, employees, and volunteers are to be covered 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

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

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

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 anniversary of expiration of this Agreement or the third anniversary of acceptance of work 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. The City's Risk Manager will allow exceptions and exemptions, 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 and the City's officers, 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, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

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 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 named 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, event dates, 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, coinsurance 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 adding 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, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers 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 contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Participant must provide to the City confirmation of coverage renewal via an updated certificate 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 coverage 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 Part.

ARTICLE 11 - MAINTENANCE OF EFFORT

The intent and purpose of this Agreement is to increase the availability of Subrecipient's services. This Agreement is not a substitute for nor replaces existing or planned projects or activities of Subrecipient. Subrecipient agrees to maintain a level of activities and expenditures planned or existing for projects similar to those being assisted under this Agreement which is not less than that level existing prior to this Agreement.

ARTICLE 12 - TERMINATION

- 12.1 In the event of termination of this Agreement, Subrecipient shall not be relieved of liability to the City for any and all damages sustained by City but virtue of any breach of a contract by Subrecipient. The City may withhold any payments due to Subrecipient until such time as the exact amount of damages due to the City from Subrecipient is determined.
- 12.2 Termination for Cause by City: In the event that Subrecipient fails to (a) perform any of its obligations under this Agreement; (b) comply with any of the terms and conditions of this Agreement; (c) adhere to the all applicable Federal, State and Local laws and regulations governing this Agreement and the Project Activity, or (d) properly or effectively use the HOME ARP Funds, the City shall have the right to suspend payment and terminate this Agreement in whole or in part, by providing at least five (5) days prior written notice of such suspension of payment and termination. Such suspension and/or termination is in accordance with 24 CFR Section 85.43. If payments are withheld, City shall specify in writing the actions that must be taken by Subrecipient to cure the violation and the amount of time for curing the violation. If the Subrecipient cures the violation, then the City may resume payments to the Subrecipient, however, if Subrecipient fails to cure the violation then this Agreement shall terminate, and the City shall retain any and all HOME-ARP funds.
- 12.3 Termination for Convenience by City: At any time during the term of this Agreement, the City may, at its option for convenience, terminate this Agreement upon thirty (30) days prior written notice to Subrecipient. If the City terminates this Agreement for convenience, the City shall pay Subrecipient for all eligible services and allowable expenditures pursuant to this Agreement and applicable laws and regulations until the effective date of said termination. In the event that the grant to the City under Title II, the Cranston-Gonzalez National Affordable Act of 1990 is suspended or terminated, then this Agreement shall be suspended or terminated effective on the date HUD specifies.
- 12.4 The Department will have the right under this Agreement to suspend or terminate payments until Subrecipient complies with any applicable additional conditions that may be imposed by the City or the State of Florida at any time during the term of this Agreement.

ARTICLE 13 - NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, either by hand with proof of delivery, by electronic mail with receipt of delivery, or sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

To the City: Rachel Williams
Housing and Community Development Manager
City of Fort Lauderdale
914 Sistrunk Boulevard, Suite 103
Fort Lauderdale, Florida 33311
Telephone: (954)828-5391
Email: rwilliams@fortlauderdale.gov

With copies to: City Manager
City of Fort Lauderdale
101 NE 3rd Avenue, Suite 2100
Fort Lauderdale, Florida 33301

City Attorney
City of Fort Lauderdale
1 East Broward Boulevard, Suite 1605
Fort Lauderdale, Florida 33301

To the Subrecipient: Linda Taylor
Executive Director
Housing Opportunities, Mortgage Assistance, & Effective
Neighborhood Solutions, Inc. d/b/a HOMES, Inc.
690 NE 13th Street, Suite 101
Fort Lauderdale, FL 33304
Telephone: (954) 563-5454

ARTICLE 14 - MISCELLANEOUS PROVISIONS

- 14.1 The parties hereby agree and acknowledge that this Agreement shall be governed by the applicable Federal, State and Local laws, regulations, and policies for this HOME project.
- 14.2 The validity of this Agreement is subject to the truth and accuracy of all of the information and representations made by Subrecipient, and in all materials submitted or provided by Subrecipient in this Agreement, in any subsequent submission or response to the City's request(s), or in any submission or response required to fulfill and comply with the requirements of this Agreement and all applicable laws and regulations. Such information, representations and materials are incorporated herein by reference. The lack of accuracy thereof or any material changes shall, at the option of the City, and within thirty (30) days prior written notice to Subrecipient, be cause for termination of this Agreement and release the City from all of its obligations to Subrecipient.
- 14.3 This Agreement shall be governed by the laws of the State of Florida. Any and all legal action between the parties arising out of the Agreement will be brought in Broward County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by

statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

- 14.4 Severability: If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.
- 14.5 Conflict of Interest: Subrecipient hereby covenants that no person who presently exercises any functions or responsibilities in connection with this Agreement, Scope of Services and Project Activity, has any personal financial interest, direct or indirect, in the Project Activity during their tenure or for one (1) year thereafter, as set forth in 24 CFR Section 92.356 which would conflict in any manner or degree with the performance of this Agreement and that no person having any conflict of interest shall be employed or subcontracted. Any possible conflict of interest on the part of Subrecipient or its employees shall be disclosed in writing to the City. It shall not be deemed a conflict as long as all purchasing for consumable equipment, capital equipment, and services are obtained in conformance with this Article.
- 14.6 Non-Discrimination: Subrecipient shall not discriminate against any person or family on the grounds of race, color, national origin, age, sex, religion, sexual orientation, family status, handicap, nor against persons or families on the basis of their having minor children. Subrecipient, further agrees to meet the equal opportunity and fair housing requirements as set forth in 24 CFR Section 92.350.
- 14.7 Each and every provision of any law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon application of either party this Agreement shall forthwith be amended to make such insertion.

ARTICLE 15 – PUBLIC RECORDS

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2023), TO THE PARTICIPANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 1 EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

Subrecipient shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the 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 (2023), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if Subrecipient does not transfer the records to the City.
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of Subrecipient or keep and maintain public records required by the City to perform the service. If Subrecipient transfers all public records to the City upon completion of this Agreement, Subrecipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure Requirements. If Subrecipient keeps and maintains public records upon completion of this Agreement, Subrecipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

CITY

CITY OF FORT LAUDERDALE, a Florida
municipal corporation

By: _____
GREG CHAVARRIA
City Manager

Date: _____

ATTEST:

By: _____
DAVID R. SOLOMAN
City Clerk

Approved as to Legal Form and Correctness:
Thomas J. Ansbrosio, City Attorney

By: _____
PATRICIA SAINTVIL-JOSEPH
Assistant City Attorney

SUBRECIPIENT

**HOUSING OPPORTUNITIES, MORTGAGE
ASSISTANCE, & EFFECTIVE
NEIGHBORHOOD SOLUTIONS, INC. D/B/A
H.O.M.E.S., INC.**, a Florida Not-for-Profit
corporation

WITNESSES:

Signature

Print Name

By: _____

LINDA TAYLOR
Executive Director

ATTEST:

Signature

Print Name

By: _____

Secretary

(CORPORATE SEAL)

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2024, by **Linda Taylor**, as **Executive Director**, for **Housing Opportunities, Mortgage Assistance, & Effective Neighborhood Solutions, Inc. D/B/A H.O.M.E.S., Inc.**, a Florida Not-For-Profit corporation.

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name
of Notary Public)

Personally Known _____ OR Produced Identification _____
Type of Identification Produced: _____

EXHIBIT A

SCOPE OF SERVICES

Responsibilities include but are not limited to:

1. Providing Tenant Based Rental Assistance (TBRA), security deposit and utility deposit assistance; and counseling of prospective tenants regarding landlord/tenant responsibilities, methods of locating suitable units and equal housing opportunity laws.
2. Eligible Households include those individuals and families in qualifying populations.
 - a) Eligibility is determined by comparing the household's anticipated gross annual income for the next twelve months to the income limits for the appropriate household size. (The definition of annual income as defined in Section 8 of the United States Housing Act of 1937, as amended.) Verification of income should be completed in accordance with the rule of the Section 8 Housing Choice Voucher Program. A self-affidavit executed by the household is acceptable if third party verification cannot be obtained.
 - b) Written certification of income eligibility must be obtained prior to occupancy. If applicants or household members that are being assisted have given false information, Subrecipient. must notify the City of Fort Lauderdale and rental assistance must be terminated.
3. Rental assistance is limited to an initial twelve-month period and an additional twelve-month period upon re-certification of eligibility. No TBRA application shall be accepted by Subrecipient. after expiration of this contract unless otherwise extended in writing by the City of Fort Lauderdale.
4. Subrecipient. is responsible for developing, maintaining and adhering to policies and procedures for the TBRA program in accordance with HUD-CPD-21-10. (Exhibit 1).
5. Subrecipient is responsible for obtaining and maintaining the following documentation for each Eligible Household applying to receive TBRA:
6. The Subrecipient must maintain income verifications for each tenant. Each tenant must be re-certified for income eligibility every twelve months.
7. Rental assistance under this program is portable and is available to Eligible Households to rent the unit of their choice provided it does not already receive any form of rental assistance. The assistance is conditioned upon the execution of a Lease Addendum between the landlord and the Eligible Household.
8. Every month, Subrecipient. will transmit to the City of Fort Lauderdale a Monthly Invoice and supporting documentation authorizing payment for all Eligible Households. Households that are subsequently determined to be ineligible or who have served notice they have vacated must be removed from the next monthly submittal.

9. Subrecipient. will apply its stated method of continued program participation, including annual income certification and unit inspections, as documented in their policies and procedures.
10. Subrecipient. will be required to inspect units at initial occupancy and certify to the City of Fort Lauderdale that the unit meets minimum HUD Housing Quality Standards (HQS).The Housing Quality Standards with be conducted in accordance with the waivers and
11. Provide a broad range of supportive services to individuals and families that meet one of the qualifying populations as defined in CPD 21-10.

Eligible Supportive Services:

There are three categories specifically included as supportive services under HOME-ARP:

- McKinney-Vento Supportive Services: McKinney-Vento Supportive Services under HOME ARP are adapted from the services listed in section 401(29) of the McKinney-Vento Homeless Assistance Act (“McKinney-Vento Supportive Services”) (42 U.S.C. 11360(29)).
- Homelessness Prevention Services: HOME-ARP Homelessness Prevention Services are adapted from certain eligible homelessness prevention services under the Emergency Services Grant (ESG) regulations at 24 CFR Part 576.
- Housing Counseling Services: Housing counseling services under HOME-ARP are those consistent with the definition of housing counseling and housing counseling services defined at 24 CFR 5.100 and 5.111, respectively, except that homeowner assistance and related services are not eligible HOME-ARP activities.

EXHIBIT B

BUDGET & REIMBURSEMENT SCHEDULE

Total HOME-ARP TBRA project funding is \$150,000 and \$100,000 for Supportive Services upon full execution of the agreement and subsequently reimbursed the remaining balance of the agreement on the basis of performance and eligible project expenses incurred in accordance with the terms and conditions set forth in the Agreement.

BUDGET

An evaluation shall be made of each client to determine the appropriate assistance needed to re-house the client. The following is a proposed budget of anticipated cost associated with Client evaluation and Client services:

Rental Subsidies, Security & Utility Deposits	\$150,000.00
Supportive Services	\$100,000.00
Total Budget	\$250,000.00

REIMBURSEMENT

Reimbursement will be based on performance and approval of eligible project expenses incurred. The process for requesting contract reimbursement is as follows:

The Subrecipient shall submit a summary invoice that clearly details project expenses per client in table form. Said summary invoice shall detail reimbursement request for each category as listed in the budget and/or is permitted by Exhibit "A".