

DOCUMENT ROUTING FORM

① ✓

1/22/14

Ⓞ

NAME OF DOCUMENT: Chronic Homeless Housing Collaborative Project

Approved Comm. Mtg. on ~~12/17/13~~ 1/7/14, CAR# 13-~~1592~~1654

ITEM: M - PH - O - CR - 3 R

Routing Origin: CAO ENG. COMM. DEV. OTHER

Also attached: copy of CAR copy of document ACM Form # originals

By: _____ forwarded to: _____
Initials

1.) Approved as to Content: [Signature]
Department Director

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

Please Check the proper box: CIP FUNDED YES NO
Capital Improvement Projects

2.) Approved as to Funds Available: by [Signature] Date: 1.16.14
Finance Director

PKR match available oo
Amount Required by Contract/Agreement \$ _____ Dept./Div. _____

FUNDING SOURCE: Index/Sub-object _____ (see attached CAM _____) Project # _____

3.) City Attorney's Office: Approved as to Form # 1 Originals to City Mgr. By: _____

Harry A. Stewart [Signature] Cole Copertino _____ Robert B. Dunckel _____
Ginger Wald [Signature] D'Wayne Spence _____ Paul G. Bangel _____
Carrie Sarver _____ DJ Williams-Persad _____

4.) Approved as to content: Assistant City Manager:

By: _____ By: _____
Stanley Hawthorne, Assistant City Manager Susanne Torriente, Assistant City Manager

5.) City Manager: Please sign as indicated and forward # 1 originals to Mayor.

6.) Mayor: Please sign as indicated and forward # 1 originals to Clerk.

7.) To City Clerk for attestation and City seal.

INSTRUCTIONS TO CLERK'S OFFICE

8.) City Clerk: retains one original document and forwards 1 copy documents to StaceyD x5316
 Copy of document to _____ Original Route form to _____
 Attach _____ certified copies of Reso. # _____ Fill-in date

1/22

**CITY OF FORT LAUDERDALE
CHRONIC HOMELESS HOUSING COLLABORATIVE (CHHC) PROJECT
PARTICIPATION AGREEMENT**

THIS AGREEMENT made and entered into this 22nd day of January, 2014, by and between:

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

and

BROWARD PARTNERSHIP FOR THE HOMELESS, INC., a non-profit corporation organized under the laws of Florida whose usual place of business is 920 N.W. 7th Avenue, Fort Lauderdale, Florida 33311-7229, hereinafter referred to as "Participant".

WHEREAS, on September 18, 2012, the City Commission approved partnering with Broward County in its Continuum of Care grant application to the Department of Housing and Urban Development (HUD) for the FY 2012 grant funds (CAM #12-2213); and

WHEREAS, on December 17, 2013, after notification that the CHHC Project was selected by HUD for funding, the City Commission authorized City officials to accept and enter into an agreement with Broward County, in the amount of \$440,117 (CAM #13-1592); and

WHEREAS, the Participant is a non-profit corporation that operates a homeless assistance center, which provides numerous services to eligible homeless persons including temporary shelter, permanent housing, substance abuse counseling, case management and job training; and

WHEREAS, the Participant has agreed to participate with the City on the CHHC Project to provide supportive services to Project participants; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

ARTICLE I
PURPOSE

- 1.1 The purpose of this Agreement is to outline the guidelines by which the City will provide funds (hereinafter "Funds") to the Participant for the administration of the CHHC Project to provide permanent supportive housing to chronically homeless individuals and/or families.
- 1.2 The Participant shall provide CHHC Project participants with supportive services and case management in accordance with the CHHC Project application to HUD and as provided for in this Agreement.

ARTICLE II
SCOPE OF SERVICES

The Participant shall provide eligible CHHC Project participants with the appropriate supportive services and case management as described in the Scope of Services attached as **Exhibit "A."**

ARTICLE III
TERM AND TIME OF PERFORMANCE

The term of this Agreement shall be January 1, 2014 through December 31, 2014.

ARTICLE IV
FINANCIAL ASSISTANCE

- 4.1 The Participant shall be eligible to be reimbursed for up to \$84,630 for salary and fringe benefits for two Intensive Case Managers (ICM) to provide supportive services and case management in accordance with the terms of this Agreement. The Participant may be eligible to be reimbursed for up to an additional \$30,000 for supportive services and case management. All additional supportive services and case management expenditures must first be pre-approved by the City.
- 4.2 The Participant shall provide a cash match in the amount of \$40,664 in accordance with the Scope of Services attached as Exhibit A.
- 4.3 The Participant shall provide the City with a line item budget detailing expenditures of reimbursable Funds using format provided in forms attached as **Exhibit "B."** The Funds shall be released on a reimbursement or expense incurred basis. Participant shall submit monthly invoices to the City by no later than the tenth (10th) of each month. Payment shall be issued by the City within fifteen (15) business days of receipt and approval of a proper invoice from the Participant.

ARTICLE V
ANNUAL AUDIT

- 5.1 The Participant shall arrange for an annual audit of its operations and financial management systems, in accordance with 24 CFR Part 84.26. The Participant shall pay for this audit at its own expense. The audit shall indicate compliance or non-compliance with HUD regulations. The 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.
- 5.2 The Participant shall comply with the requirements and standards of OMB Circular Nos. A-110, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations"; and A-122, "Cost Principles for Non-profit Organizations"; and A-133 "Audits of States, Local Governments and Non-Profit Organizations" that applies to agencies expending \$500,000 or more in federal funds in the last fiscal year and requires that such agencies have a single audit. A "single audit" refers to an agency-wide audit, as opposed to a program specific audit. The Participant shall arrange for an annual audit of its operations and financial management systems, in accordance with 24 CFR Part 84.26.
- 5.3 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 that regard use of the Funds disbursed hereunder.

ARTICLE VI
PROCUREMENT

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

ARTICLE VII
INSURANCE AND INDEMNIFICATION

- 7.1 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 ten (10) 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.

- 7.2 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 performing its obligations 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.

ARTICLE VIII **FURNISHINGS / EQUIPMENT / PROPERTY/SUPPLIES**

- 8.1 The Participant agrees that any equipment and/or furnishings purchased with Funds obtained through this Agreement shall be continuously well-maintained and kept in good condition and repair during their useful life. All equipment and furnishings shall be kept in a secure location to prevent loss, damage, or theft. All equipment and furnishings acquired by the Participant using Funds shall become the property of the City upon the dissolution of Participant or upon Participant's failure to maintain its eligibility to participate in the CHHC Project.
- 8.2 Participant agrees to maintain property records that include a description of the equipment and furnishings purchased with Funds, listing the location and general condition of said property, and a serial or other identification number. Such records shall also include the source of the property, who holds title, the acquisition date, the cost of the property, and the percentage of Federal participation in the cost of the property, and property disposition. Such records shall be provided to the City on a monthly basis throughout the term of this Agreement. The report shall be year-to-date property record log, which will show items purchased using Funds from the effective date of this Agreement.
- 8.3 The Participant agrees that all equipment and furnishings purchased with Funds obtained through this Agreement shall be subject to a physical inventory. The results of said inventory must be reconciled with any existing property records on an annual basis.
- 8.4 Participant agrees that the items of equipment, supplies, and furnishings obtained

as a result of this Agreement shall not be sold, transferred, or otherwise disposed of, without the prior written consent of the City.

ARTICLE IX RECORDS

- 9.1 The Participant shall adhere to the standards and other requirements as set forth in the Agreement Between Broward County and City of Fort Lauderdale For Fort Lauderdale Chronic Homeless Housing Collaborative and the Broward County Provider Handbook, attached jointly hereto.
- 9.2 The Participant will report to the City on a monthly basis throughout the term of this Agreement on services provided and beneficiaries of those services. The Participant will be responsible for maintaining all records necessary to document compliance with the provisions of 24 CFR Part ~~570~~ ^{583.301} as now in effect, and as may be amended from time to time. *JR*
- 9.3 The records shall be available for inspection by the City or HUD representatives during all normal business hours. Records pertaining to this Agreement shall be maintained by the Participant and made available, in Broward County, Florida, for the duration of the grant term and retained for a period of five (5) years beyond the last day of the grant term. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the five (5) year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the five (5) year period, whichever is later.
- 9.4 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 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 Funds provided in this Agreement.
- 9.5 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 thirty (30) calendar days of City's written request at no cost or expense to City.

ARTICLE X DEFAULT

- 10.1 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 a bankrupt or insolvent, or shall file any petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation, wage earner's plan, assignment for the benefit of creditors, receivership, dissolution or similar relief under any present or future Federal Bankruptcy Act or any other present or future applicable Federal, State or other local law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Participant for all or any part of the properties of Participant; or if within ten (10) days after commencement of any proceeding against the Participant, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, debtor relief or similar relief under any present or future Federal Bankruptcy Act or any other present or future Federal, State or other local law, such proceeding shall not have been dismissed or stayed on appeal; or if, within ten (10) days after the appointment, without the consent or acquiescence of the Participant or of any endorser of the Agreement, of any trustee, receiver, or liquidator of the Participant or any endorser of the Note, or of all or any portion of the Property, such appointment shall not have been vacated or stayed on appeal or otherwise; or if within ten (10) days after the expiration of any such stay, such appointment shall not have been vacated.
 - (3) Participant's breach, violation or failure to perform any of the obligations or any of the covenants and conditions contained herein.
- 10.2 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.
- 10.3 If as a result of an audit or monitoring by the City of Fort Lauderdale and/or the Department of Housing & Urban Development's (HUD) Community Planning Division (CPD) or Office of Inspector General (OIG) or any other governing agency, results in a finding or ruling that the Participant provided funding of an ineligible activity or unallowable expense, the City shall be entitled to recover immediately upon demand from the Participant or any party joining in or consenting to this Agreement, all ineligible or unallowable sums paid by the City to Participant pursuant to this Agreement.

ARTICLE XI
GENERAL CONDITIONS

11.1 Participant certifies that it will administer its programs in compliance with 24 CFR ~~6 & 3-576.21~~ thru 576.67, Federal Regulations and the following laws, regulations, and Executive Orders, when applicable:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000 et seq.), and effectuating regulations in 24 CFR Part 1. This law states that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development. And the General HUD Program Requirements, 24 CFR Part 5.
2. Section 109 of the Housing and Community Development Act of 1974, as amended, and hereinafter referred to as "Act", requires that no person in the United States shall on the ground of race, color, religion, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with community development funds made available pursuant to the Act. Implementing regulations can be found at 24 CFR Part 6.
3. 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.
4. 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.
5. 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."

6. 24 CFR Part 70 applies to volunteers.
7. E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR Part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
8. 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.*
9. No employee, officer, or agent of the Participant shall participate in the selection, award, or administration of a contract supported by Funds if a real or apparent conflict of interest 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 at 24 CFR 570.201-204; and provision of loans to individuals, businesses, and other private entities.
10. The 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.
11. All applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*). The Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act (33

U.S.C. 1251 et seq.), as amended, if the grant amount is in excess of \$100,000. Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).

12. The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), if the procurement contract amount is in excess of \$100,000. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated Funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

13. The Section 3 Clause, identified at 24 CFR Part 135.38:
 - A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

 - B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

 - C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s)

taking applications for each of the positions; and the anticipated date the work shall begin.

- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

ARTICLE XII TERMINATION OF AGREEMENT

- 12.1 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.
- 12.2 In accordance with 24 CFR 84.61, suspension or termination may occur if Participant materially fails to comply with any term of this Agreement.
- 12.3 In accordance with 24 CFR 84.61, this Agreement may be terminated for convenience.
- 12.4 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.
- 12.5 Any notice by either party under this Agreement should be deemed sufficient if given in writing and hand delivered and receipted for or sent by registered or certified mail, postage prepaid and return receipt requested, to the appropriate

parties indicated below:

City

Lee R. Feldman
City Manager

As to the City:

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

Participant

Frances M. Esposito
Chief Executive Officer

As to the Participant:

Broward Partnership for the
Homeless, Inc.
920 N.W. 7th Avenue
Fort Lauderdale, FL 33311-7229

**ARTICLE XIII
SEVERABILITY**

If any section, subsection, clause, sentence, or provision of this Agreement shall be held invalid for any reason, the remainder of this Agreement shall not be affected thereby.

**ARTICLE IXIV
INTEGRATION**

This Agreement shall constitute the entire agreement between City and Participant; 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.

**ARTICLE XV
ASSIGNMENT**

Participant may not assign any interest in this Agreement without prior written consent of City.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

WITNESSES:

Safecan Ali

Miranda J. H. A.

CITY OF FORT LAUDERDALE

By J. P. [Signature]
Mayor

By [Signature]
City Manager

ATTEST:

Jonda K Joseph
City Clerk

Approved as to form:

[Signature]
Asst. City Attorney

WITNESSES:

BROWARD PARTNERSHIP FOR THE HOMELESS, INC., a Florida non-profit corporation.

By Frances M. Esposito
Frances M. Esposito, Chief Executive Officer

Michael J. Calderin
MICHAEL J. CALDERIN
[Witness print name]

Sue Ellen Boatright
Sue Ellen Boatright
[Witness print name]

(CORPORATE SEAL)

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 13th day of January 2013, by Frances M. Esposito, as Chief Executive Officer of Broward Partnership for the Homeless, Inc. Who is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

Laura J Turk

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

Laura J Turk

Name of Notary Typed, Printed or Stamped

My Commission Expires: 9-27-2016

EE 202591

Commission Number

