



COMMISSION AGENDA ITEM  
DOCUMENT ROUTING FORM

P ③ ✓ 3/22/17 C  
**RUSH**

Today's Date: 3/21/17

DOCUMENT TITLE: HOWPA – Amendment #001 Participation Agreement – Legal Aid Service of Broward County, Inc.

COMM. MTG. DATE: 6/7/16 CAM #: 16-0612 ITEM #: PH-2 CAM attached: ☒ YES ☐ NO

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

CIP FUNDED: ☐ YES ☒ NO

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

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

Date to CCO: 3/21/17 LS  
Initials

3) City Clerk's Office: # of originals: 3 Routed to: Gina Ri/CMO/X5013 Date: 3/21/17

4) City Manager's Office: CMO LOG #: Mar 83 Date received from CCO: 3/21/17

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 \_\_\_ originals to ☐ Mayor ☒ CCO Date: 3/22/17

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: Mario DeSantis / HCD / Ext. 4775 (Name/Dept/Ext)

Attach \_\_\_ certified Reso # \_\_\_\_\_ ☐ YES ☒ NO Original Route form to CAO

**\*\*Please scan an executed copy to Shaniece Louis\*\***

**CITY OF FORT LAUDERDALE  
HOUSING OPPORTUNITIES for PERSON with AIDS (HOPWA) PROGRAM  
AMENDMENT #001 TO THE FY2016-FY2017 PARTICIPATION AGREEMENT  
WITH**

Legal Aid Service of Broward County, Inc, a non-profit corporation  
organized under the laws of Florida whose usual place of business is  
Legal Aid Service of Broward County, Inc.

THIS is an AMENDMENT, with an effective date of October 1, 2016, entered into on December 15, 2016 to the Participation Agreement (the "Agreement") dated October 1, 2015 by and between the City of Fort Lauderdale (also known as the "City") and Legal Aid (also known as the "Participant").

WHEREAS, the City receives Housing Opportunities for Persons with AIDS (HOPWA) funding from the U.S. Department of Housing and Urban Development (HUD) to undertake particular activities, including the provision of housing and support services to eligible individuals; and

WHEREAS the City previously issued Request for Proposal (RFP) #855-1150 in 2015 seeking qualified non-profit organizations to provide housing and certain supportive services to eligible persons under the HOPWA grant; and

WHEREAS, Participant will provide Non-Housing Support Services; and

WHEREAS, Participant is a non-profit corporation that has among its purposes significant activities related to providing services or housing to persons with Acquired Immunodeficiency Syndrome or related diseases; and

WHEREAS, Participant submitted a response to the RFP to provide activities including the provision of housing and services to eligible individuals in response to the RFP ("Proposal") which is on file with the City Housing and Community Development (HCD) Division and is incorporated herein as if fully set forth;

WHEREAS the City approved CAM 15-0437 on July 7, 2015 awarding HOPWA funding to Participant; and

WHEREAS, the City and Participant entered into a Participation Agreement on October 1, 2015 and under the Agreement, the City may extend the term for no more than two (2) one year terms based on availability of funds and other criteria;

WHEREAS, pursuant to CAM 16-0612 on June 7, 2016, the City Commission of the City of Fort Lauderdale approved the 2016-2017 Annual Action Plan of the 2016-2020 Consolidated Plan for HOPWA;

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

1. Paragraph 3.10 is deleted and replaced with the following:

The Participant agrees to attend **all** HOPWA training, workshops, seminars, conferences, and meetings provided by the City. Additionally, Participant agrees to have staff view all HOPWA relevant webinars located on HUD Exchange <https://www.hudexchange.info/programs/hopwa/>.

2. Paragraph 3.11 is amended to add the following:

Participant who is funded for Short Term Rent, Mortgage and Utilities (STRMU) must complete Housing Quality and Standards (HQS) inspection on **Rent and Mortgage** applications for eligible clients. Should a unit fail HQS for STRMU assistance, the first payment to the associated landlord may be made to prevent the client from becoming homeless. However, no subsequent payments can be made to the landlord until the unit passes HQS and the first page of the passed HQS is scanned into Provide Enterprise.

3. Paragraph 5.1 is deleted and replaced with the following:

The term and effective date of this Agreement shall be from October 1, 2016 through September 30, 2017. The City may approve the extension of this Agreement for one (1) one-year period based upon Participant's performance, ability to achieve stated outcomes and funding availability. The request for an extension will be presented to the City Commission as part of the Annual Action Plan process. The Community Services Board (CSB) and HCD will discuss the performance of each Participant and present a recommendation to the City Commission.

4. Paragraph 6.1 is deleted and replaced with the following:

The Funds provided under this Agreement for Fiscal Year 2016-2017 shall not exceed \$180,000 (refer to Exhibits A: Budgets and Scope of Work and Exhibit 2 C: Performance Indicators). All Funds must be expended during the term of this Agreement. Any remaining funds shall be de-obligated by the City of Fort Lauderdale as appropriate.

For purposes of this Agreement, the base HOPWA award is the amount provided in the Agreement for the 2016-2017 fiscal year. Any additional fund provided to the Participant in subsequent years does not increase the base amount of funding for future years.

For purposes of this Agreement, the original baseline HOPWA award was \$100,000. Any additional funds provided to the Participant in subsequent years do not increase

baseline award of \$100,000 contract amount are provided on a year-to-year basis and are not guaranteed in future years.

Budget modifications / revisions shall be submitted annually through P.E. on or before October 15<sup>th</sup>. Once the Participant has submitted their final budget revisions, they should notify the Housing & Community Development Division of their request.

5. Paragraph 8.1 is deleted and replaced with the following:

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. 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.

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 \$750,000 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.

If the Participant's total federal income does not meet the requirements of the federal regulations, the Participant shall arrange for an annual audit of its operations and financial management systems, and the audit shall include compliance testing of the Housing Opportunities for Persons with AIDS (HOPWA) Program. The Participant shall pay for this audit at its own expense. The audit shall indicate compliance or non-compliance with HUD regulations. This audit shall be initiated within forty-five (45) days of the end of Participant's fiscal year in which fiscal year Participant received funds pursuant to this Agreement. The Participant shall provide a copy of the final audit report to the City within thirty (30) days of receipt, but not later than six (6) months after the end of the audit period.

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

If as a result of an audit or monitoring by the City and/or the 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.

All Participant records with respect to any matters covered by this Agreement shall be made available to the City, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Participant within thirty (30) days after receipt by the Participant. Failure of the Participant to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments 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 and OMB Circular A- 133.

6. Paragraph 11.10 is amended to add the following:

Participant's confidentiality policy must comply with the HOPWA Confidential Users Guide <https://www.hudexchange.info/resources/documents/HOPWA-Confidentiality-User-Guide.pdf>.

7. Unless modified herein, all other terms and conditions of the Agreement remain unchanged and in full force and effect.

8. Paragraph 16.1 is deleted and replaced with the following:

The Code of Federal Regulations (CFR) annual edition is the codification of the general and permanent rules published in the Federal Register by the departments and agencies of the Federal Government produced by the Office of the Federal Register (OFR) and the Government Publishing Office.

The Federal government modified several of its circulars which govern recipients and sub-recipients by combining eight (8) circulars and regulations into one now termed "Super" or "Omni" Circular 2 C.F.R. 200 [http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl) . The uniform grant guidance has a major emphasis on "strengthening accountability" by improving policies that protect against waste, fraud and abuse. Significant emphasis is on improper payments.

Participant should pay special attention to:

1. Mandatory Disclosures 200.113
2. Conflict of interest 200.112
3. Internal Controls 200.303
4. Risk Management 200.331

5. Credit or Discount 200.406
6. Required Certifications 200.415
7. Cost Principles 200.43
8. Improper Payments 200.53

Participant will be required to adhere to 2 C.F.R. 200 and update their policy and procedures accordingly. These policies will be reexamined during the required annual monitoring.

10. Paragraph 16.2 add:

Participant must comply with U.S. Department of Labor changes to the Fair Labor Standards Act (FLSA). The Act outlines the rules for overtime eligibility and overtime pay. The new FLSA regulations are effective on December 1, 2016. Please refer to:

- <https://www.dol.gov/whd/flsa/>
- <https://www.dol.gov/whd/overtime/final2016/nonprofit-guidance.pdf>

The City will be monitoring the Participant for FLSA compliance as part of the HOPWA annual monitoring process. The Participant who is unable to provide proper documentation with the FLSA requirements will be issued a finding(s). Furthermore, the Project Sponsor may be subject to recapture of funds by the City of Fort Lauderdale (COFL) and the COFL may not approve further reimbursements until the participant fulfils the requirement.



IN WITNESS WHEREOF, the parties hereto have set their hands and seals the 17<sup>th</sup> day of January ~~2016~~ 2017.

PARTICIPANT

WITNESSES:

Legal Aid Service of Broward County, Inc

Janina Evans  
Witness #1 Signature Above

By Anthony J. Karrat  
Anthony J. Karrat, Esq., Executive Dir.

Janina Evans  
Witness #1 Print Name Above

Paola Ramirez  
Witness #2 Signature Above

Paola Ramirez  
Witness #2 Signature Above

ATTEST:

(CORPORATE SEAL)

Brian Cernero  
Secretary

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of January 20 17.  
by Anthony J. KARRAT and Brian Cernero as  
Executive Director and Secretary of Legal Aid Serv. of Broward a  
non-profit corporation, on behalf of the corporation. Who are ☒ personally known to  
me or ☐ have produced \_\_\_\_\_ as identification.

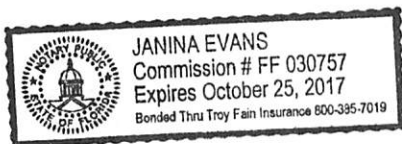
(SEAL)

Janina Evans  
Notary Public, State of Florida (Signature  
of Notary taking Acknowledgment)

Janina Evans  
Name of Notary Typed, Printed or Stamped

My Commission Expires: 10/25/17

Commission Number: 030757




CITY

WITNESSES:

CITY OF FORT LAUDERDALE

  
\_\_\_\_\_  
Mario DeSantis

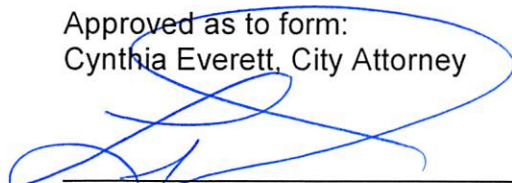
  
\_\_\_\_\_  
Avis Wilkinson

By   
\_\_\_\_\_  
Jonathan Brown, Housing & Community  
Development Manager

By   
\_\_\_\_\_  
Lee R. Feldman, City Manager

Date 3.22.17

Approved as to form:  
Cynthia Everett, City Attorney

  
\_\_\_\_\_  
Assistant City Attorney

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**Exhibit A**

**Budget and Scope of Work**  
**Legal Aid Service of Broward County, Inc.**  
**Fiscal Year October 1, 2016 thru September 30, 2017**  
**Award Amount \$180,000.00**

<b>CATEGORY</b>	<b>Monthly Costs</b>	<b>Annual Costs</b>
Programs/Service (Facility Based, PB, PHP or STRMU or	\$ -	\$ -
Personnel <sup>1</sup>	\$ 11,676.93	\$ 140,123.14
Fringe Benefits <sup>1</sup>	\$ 2,269.16	\$ 27,229.87
Travel	\$ -	\$ -
Supplies	\$ -	\$ -
Equipment	\$ -	\$ -
Other Cost Allocation	\$ -	\$ -
Other Non Allocation	\$ -	\$ -
<b>Total HOPWA Administrative \$ Costs Requested</b>	<b>\$ 1,053.92</b>	<b>\$ 12,646.99</b>
<b>Total All Categories (Program and Administration)</b>	<b>\$ 15,000.00</b>	<b>\$ 180,000.00</b>
A maximum of 7% of the total program cost may be allocated toward the Administration of the Program. The HOPWA Administrative cost cannot be added as additional funds to the total Program cost.		

<sup>1</sup> HOPWA Salary and Fringe cost are billed 100% of HOPWA Time and Effort Reports.

**Your requested HOPWA Administrative cost exceeds the allowable 7% of the total program cost. Please review your administrative cost and make appropriate corrections**

**Congratulations! The projected budget equals the award amount.**

## EXHIBIT A

### SCOPE OF SERVICES

#### Non-Housing Support Services

(A1 - A.5)

#### Non-Housing Support Services

A1. Legal Aid will provide legal advice and/or direct legal representation to clients only for the following issues:

1. Foreclosure;
2. Eviction;
3. Three Day Writ;
4. Unit Habitability and Safety issues;
5. Land Lord and Tenant issues on executed contracts; and
6. Review unsigned lease for HOPWA clients prior to signing.

All HOPWA clients must be income certified. If a client has an active HOPWA enrollment record, Legal Aid may serve the client without a referral. However, Legal AID must send an e-mail to the respective Housing Case Manager and the supervisor within 48 hours of the contact with client.

If the client has an inactive HOPWA, Legal Aid will e-mail the respective Housing Case Manager and supervisor within 48 hours of meeting with client. The e-mail shall include the activation date which is the date Legal AID contacted client.

If there is no HOPWA enrollment record, the client must be income verified. Legal Aid has two options:

1. The client must schedule an appointment with either Care Resource (954) 567-7141 and SunServe (954) 764-5150 to enroll the client and determine eligibility; or
2. Legal Aid has the option to take walk-ins; however, Legal cannot bill HOPWA/CITY for staffs time until client has open housing enrollment record and is certified as being HOPWA eligible. The client must schedule an appointment with either Care Resource (954) 567-7141 or SunServe (954) 764-5150 to enroll the client to determine eligibility. Legal Aid will indicate the date the client was initially seen and that date will become enrollment date.

A.2 Participant will provide this service at the following location:

491 North State Road 7, Plantation, FL 33317

A.3 The Funds provided under this activity shall not exceed \$180,000. All funds for this activity must be expended by the expiration of this contract. Participant agrees to provide Non Housing Support Services for 105 unduplicated clients for the term of this agreement.

A.4 HCM is intended to facilitate efficient client enrollment in housing services. This is a client service that is NOT intended to duplicate or replace Ryan White Part A Medical Case Management. As such, Participant must demonstrate an ability to provide the service in a manner, which is separate from Medical Case Management services.

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## **EXHIBIT C**

### **Performance Indicators**

1. Sixty percent (60%) of clients who are represented will avoid eviction and/or negotiate a lease termination.
2. Sixty percent (60%) of homeowners facing foreclosure who are represented will avoid foreclosure, negotiate a settlement or obtain additional time to relocate to alternative housing.
3. Sixty percent (60%) of eligible clients will have their Landlord/Tenant disputes or disagreements on executed (signed) leases resolved.
4. Sixty percent (60%) of eligible clients will have resolution on unit habitability issues.

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