

**CITY OF FORT LAUDERDALE
HOUSING OPPORTUNITIES for PERSON with AIDS (HOPWA) PROGRAM
AMENDMENT #002 TO THE FY2016-FY2017 PARTICIPATION AGREEMENT
WITH**

Mount Olive Development Corporation (MODCO) a non-profit corporation organized under the laws of Florida whose usual place of business is MODCO .

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 MODCO (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 HOPWA –Project Based Rental Assistance Program.

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 3.20 is amended to add the following:

Participant must retain all client termination files on premises. Termination files shall not be destroyed.

4. 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.

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

The Funds provided under this Agreement for Fiscal Year 2016-2017 shall not exceed \$493,000 (refer to Exhibits A: Budgets and Scope of Work and Exhibit 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 \$511,000. Any additional funds provided to the Participant in subsequent years do not increase the base amount of funding for future years. HOPWA awarded funds that exceed the baseline award of \$511,000 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 15th. Once the Participant has submitted their final budget revisions, they should notify the Housing & Community Development Division of their request.

6. 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.

7. 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>.

8. Unless modified herein, all other terms and conditions of the Agreement remain unchanged and in full force and effect.
9. 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 . 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:

- A. Mandatory Disclosures 200.113
- B. Conflict of interest 200.112
- C. Internal Controls 200.303
- D. Risk Management 200.331
- E. Credit or Discount 200.406
- F. Required Certifications 200.415
- G. Cost Principles 200.43
- H. 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 1 day of October 2016.

PARTICIPANT

WITNESSES:

**MOUNT OLIVE DEVELOPMENT
CORPORATION (MODCO)**

Witness #1 Signature Above

By

Dr. Rosalind Osgood, CEO

Witness #1 Print Name Above

Witness #2 Signature Above

Witness #2 Signature Above

ATTEST:

(CORPORATE SEAL)

Secretary

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 1 day of October 20 16
by Dr. Rosalind Osgood and President CEO of Mt. Olive Dev Corp a
non-profit corporation, on behalf of the corporation. Who are ☒ personally known to
me or ☐ have produced _____ as identification.

(SEAL)



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

Name of Notary Typed, Printed or Stamped

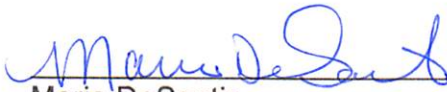
My Commission Expires: 1/22/2020


Commission Number: FF 920994

CITY


WITNESSES:

CITY OF FORT LAUDERDALE


Mario DeSantis

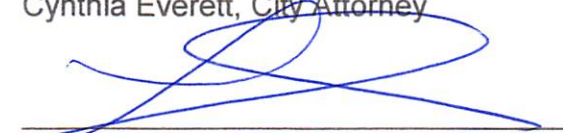

Rachel Williams

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

Project Based Rent (PBR)

Line Item Budget SUMMARY

MODCO

Fiscal Year October 1, 2016 thru September 30, 2017

Award Amount \$493,000.00

CATEGORY	Monthly Costs	Annual Costs
Programs/Service (Facility Based, PB, PHP or STRMU or	\$ 18,333.33	\$ 220,000.00
Personnel ¹	\$ 12,168.13	\$ 146,017.59
Fringe Benefits ¹	\$ 2,464.23	\$ 29,570.73
Travel	\$ 114.35	\$ 1,372.19
Supplies	\$ 279.17	\$ 3,350.00
Equipment	\$ -	\$ -
Other Cost Allocation	\$ 4,304.74	\$ 51,656.87
Other Non Allocation	\$ 1,009.65	\$ 12,115.81
Total HOPWA Administrative \$ Costs Requested	\$ 2,409.73	\$ 28,916.81
Total All Categories (Program and Administration)	\$ 41,083.33	\$ 493,000.00
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.		

¹ HOPWA Salary and Fringe cost are billed 100% of HOPWA Time and Effort Reports.

Congratulations! Your requested HOPWA Administrative costs do not exceed the allowable 7% of the total program cost.

Congratulations! The projected budget equals the award amount.

Insert Exhibit A
SCOPE OF SERVICES and Budget Summary

Project-Based Rent (PBR)

(A.1 - A.6)

PROJECT BASED RENT (PBR)

- A.1 Project Based Rent is the provision of housing support whereas rental subsidies are provided to residents of certain units with a specific building. When residents move, the rental subsidy remains with the unit to be used by the next eligible client. Tenants receiving project-based rental assistance give up the right to that assistance upon moving from the project.
- A.2 Participant must provide supportive services that include but are not limited to: Health, mental health assessment, housing placement, intensive alcohol abuse treatment and counseling, daycare, nutritional services, intensive care when required, case management and assistance in gaining access to local, state and federal government benefits and services. Participant must provide safe and sanitary housing that is in compliance with all applicable state and local housing codes, licensing requirements, and any other requirements in the jurisdiction where the housing is located.
- A.3 Participant will provide this housing at the following location(s):

[REDACTED]

- A.4 The Funds provided under this activity shall not exceed **\$ 493,000.** All funds for this activity must be expended by the expiration of this contract. Participant agrees to provide PBR services for 30 or more clients per month for the term of this agreement.
- A.5 Participant must determine the cost per month for services that are not over the Fair Market Value of housing as provided by HUD.

A.6 Participant agrees that each person receiving assistance under this program or residing in any housing assisted under this program, must pay as rent an amount determined in accordance with Section 3(a) of the United States Housing Act of 1937 and Section 8 Housing guidelines. Under these authorities according to 24CFR§574.310(d), each resident must pay as rent the higher of:

- **Thirty percent (30%) of the family's monthly adjusted income (adjustment factors include the age of the individual, medical expenses, size of the family and child care expenses);**
- **Ten percent (10%) of the family's monthly gross income; or the family is receiving payments for welfare assistance from a public agency and a part of the payment, adjusted in accordance with the family's actual housing costs, is specifically designated by the agency to meet the family's housing costs, the portion of the payment that is designated.**
- **Participants must assure that funds will not be utilized to make payments for a service that will be provided for under another third-party benefits program or by an entity that provides services on a prepaid basis.**

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Exhibit C
Performance Indicators

All HOPWA funded agencies will ensure:

Eighty percent (80%) of eligible clients receiving any HOPWA assistance will achieve their initial housing plan goals by designated target dates; and

1. Eighty percent (80%) of eligible clients will receive assistance with completing a realistic monthly budget and receive the appropriate follow up to ensure adherence to the budget to further client's goal of self-sufficiency.
2. Eighty percent (80%) of eligible clients will maintain regular appointments with Primary Care Physician or have contact appropriate medical provider, medical case manager, benefits coordinator, consistent with the client's individual service plan.
3. Eighty-five percent (85%) of clients will be assessed for alternative housing resources and referred as appropriate.
4. Eighty percent (80%) of clients will apply for available and appropriate benefits.

Exhibit C
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4. Eighty percent (80%) of clients will apply for available and appropriate benefits.



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

P (3) 3/22/17 (L)

RUSH

Today's Date: 3/21/17

DOCUMENT TITLE: HOWPA – Amendment #002 Participation Agreement – MODCO

COMM. MTG. DATE: 6/7/16 CAM #: 16-0412 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 21 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 0 original and forwards 3 original(s) to: Mario DeSantis / HCD / Ext. 4775 (Name/Dept/Ext)

Attach ___ certified Reso # _____ ☐ YES ☒ NO Original Route form to CAO

Pending Redaction

****Please do not make any copies of this document as it needs to be redacted once executed. Please return the documents to Mario who will redact the necessary pages and return the document to you for scanning/logging purposes****