

**CITY OF FORT LAUDERDALE
HOUSING OPPORTUNITIES for PERSON with AIDS (HOPWA) PROGRAM
AMENDMENT # 3 TO THE FY2015-FY2016 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 491 N. State Rd 7, Plantation, FL 33317, hereinafter referred to as "Participant".

THIS is an AMENDMENT, with an effective date of October 1, 2017, entered into on January 21, 2018, to the Participation Agreement (the "Agreement") dated October 1, 2017 by and between the City of Fort Lauderdale (also known as the "City") and *Legal Aid Service of Broward County, Inc.* (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 17-0822 on July 11, 2017 and CAM 17-1456 on December 19, 2017, the City Commission of the City of Fort Lauderdale approved the 2017-2018 Annual Action Plan of the 2015-2019 Consolidated Plan to fund the identified HOPWA agencies;

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.

Beginning April 1, 2018, all HQS inspections must be performed by the City of Fort Lauderdale's HQS Inspector.

For new units, clients may not move into the unit nor sign a lease until the unit passes inspection and client receives written move in authorization. The sub-recipients must submit the request for inspection to the City using the following guidelines

- New Tenant Based Rental Voucher: 30-45 days prior to initial occupancy
- New Project Based: 4 weeks
- New Facility Based: 48 hours prior to move in
- Short-term Rent Mortgage and Utility 7 days
- Permanent Housing Placement 30-45 days
- Emergencies will require 48 hours

For units that are being renewed, clients cannot sign and renew the lease until unit passes inspection and client receives written move in authorization. The sub-recipients must submit the request to the City for inspection using the following guidelines:

- Continuing Tenant Based Rental Voucher: 60 days prior to the expiration of the Lease;
- Continuing Project Based: 2-3 weeks; or
- Continuing Facility Based: 2-3 weeks.

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, 2017 through September 30, 2018. 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 agency 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 2017-2018 shall not exceed \$180,000. 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 2017-2018 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 \$150,000. 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 \$150,000 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 1st. 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:

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 fulfills the requirement.

11. Paragraph 16.3 add:

Program Income

According to 2 CFR 200.307 program income is "gross income earned by a recipient that is directly generated by a sponsored activity or earned as a result of the award." While there are four ways to account for program income, HOPWA grant agreements require that grantees and project sponsors commit program income to the grant in accordance with the addition method as provided in 2 CFR 200.307(e)(2). Under the addition method, program income funds are added to the funds committed to the project by the federal agency or its grantee and used to further eligible project or program objectives.

As such, program income must be added to the grantee and project sponsor's total HOPWA budgets. The total HOPWA-eligible expenses can include reasonable depreciation costs on project property, including real estate or other fixed assets (subject to the requirements of 2 CFR 200.426). To the extent available, the grantee or project sponsor must spend funds available from program income before drawing down grant funds (2 CFR 200.305(b)(5)).

The Participant is responsible for certifying and entering the household's income in Provide Enterprise to determine the client's portion of the rent. The monthly aggregate client portion will be subtracted from each submitted monthly invoice

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals the _____ day of _____ 2018.

PARTICIPANT

WITNESSES:

Legal Aid Service of Broward County, Inc,

Paola Ramirez

Witness #1 Print Name Above

By Anthony J. Karat

Anthony J. Karat, Esq., Executive Dir.

[Signature]
Witness #1 Signature Name Above

Coretta McClain

Witness #2 Print Name Above

[Signature]
Witness #2 Signature Name Above

ATTEST:

(CORPORATE SEAL)

[Signature]
Secretary

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 5th day of September 2018 by Anthony J. Karat and Sherylle Francis 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)

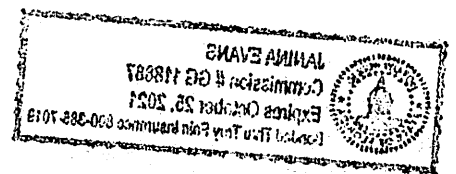
[Signature]
Notary Public, State of Florida (Signature of Notary taking Acknowledgment)

Janina Evans
Name of Notary Typed, Printed or Stamped

My Commission Expires: 10/25/21

Commission Number: _____





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

CITY OF FORT LAUDERDALE, A Florida municipal corporation

WITNESSES:

Signature

Witness print/type name

By

Lee R. Feldman, City Manager

Date

ATTEST

By

Jeffrey A. Modarelli, City Clerk

APPROVED AS TO FORM:

Alain E. Boileau, City Attorney

By

Lynn Solomon, Assistant City Manager

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COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

306

10/23/18

Today's Date: 10/15/18

DOCUMENT TITLE: HOPWA Amendment #3 to FY2015-16 Participation Agreement – Legal Aid Service of Broward County, Inc.

COMM. MTG. DATE: 12/19/17 CAM #: 17-1456 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: 10/18/18

LS
Initials

3) City Clerk's Office: # of originals: 3 Routed to: Gina Ri/CMO/X5013 Date: 10/18/18

4) City Manager's Office: CMO LOG #: Out-82 Date received from CCO: 10/19/18

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

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

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

Comments/Questions: _____

Forward 3 originals to ☐ Mayor ☒ CCO Date: 10/22/18

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 original and forwards original(s) to: Rachel Williams / HCD/ Ext/ 5141 (Name/Dept/Ext)

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

please email an executed copy to Shaniece Louis