

**HOME PROGRAM AGREEMENT
BETWEEN
CITY OF FORT LAUDERDALE
AND
HOPE SOUTH, FLORIDA, INC.
FOR TENANT BASED RENTAL ASSISTANCE**

THIS AGREEMENT is made and entered into this 1st day of August 2020, by and between the City of Fort Lauderdale, a municipal corporation of the State of Florida (hereinafter "City") and Hope South Florida, Inc., a non-profit corporation authorized to do business in the State of Florida (hereinafter "Subrecipient") whose Federal I.D. No. is M-19-MC.-12-0205 CFDA#14-239

WITNESSETH:

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 ("HOME Program") as set forth in 24 CFR Part 92; and

WHEREAS, the City has entered into an agreement with HUD for a grant for the execution and implementation of a HOME Program pursuant to the Cranston-Gonzalez National Affordable Housing Act of 1990; and

WHEREAS, Subrecipient and the City agree that the total amount for this Project Activity shall not exceed the budget allocation of \$290,000.00; and

WHEREAS the Subrecipient and the City agrees that an amount of \$80,000.00 will be provided by the City for case management services to cover a period of two years \$40,000 for each year of satisfactory performance.

WHEREAS, 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, in consideration of the mutual promises, covenants and agreements set forth herein and other valuable consideration, the receipt of which is acknowledged, the City and Subrecipient hereby agree as follows:

**ARTICLE I
DEFINITIONS**

The following terms for purposes of this Agreement shall have the following meanings:

City shall mean the City of Fort Lauderdale, Florida.

City Manger's Approval shall mean 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.

Department shall mean the City Manager's Office Division of Housing and Community Development.

Director shall mean the City Manager or designee

HOME shall mean the HOME Investment Partnerships Program.

HUD shall be the United States Department of Housing and Urban Development.

Tenant Based Rental Assistance shall mean the Project Activity as more specifically set forth in Exhibit "A".

Subrecipient for the purpose of this agreement shall mean Hope South Florida, Inc

All other terms used herein shall be as defined in 24 CFR 92.2, which is deemed as being incorporated herein by reference as though set forth in full in this Article.

ARTICLE II 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 Partnership Act of 1990 regulations as more specifically set forth in 24 CFR Part 92. Further, the Subrecipient shall comply with the Timetable/Schedule for Project(s) as more specifically set forth in Exhibit "D" attached hereto and incorporated herein by reference. The Project Activity set forth in Exhibit "A" shall meet all requirements set forth in 24 CFR Sections 92.251 through 92.258.

ARTICLE III TERM

The term of this Agreement shall commence on August 1, 2020 and shall expire on July 30, 2022 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 IV ALLOCATION OF FUNDS AND PAYMENTS TO SUBRECIPIENT

4.1 The maximum amount of the City's HOME funding contribution under this Agreement shall not exceed \$290,000.00 in HOME funds inclusive of an administrative fee of \$29,000.00. Administrative funds will be disbursed in advance for actual costs incurred in the administration of this contract. Documentation that supports the utilization of administrative funds must be maintained. Prior to advancing the Administrative fee, Subrecipient must submit to the City the required documentation set forth in Exhibit "C" attached hereto and incorporated herein by reference. All HOME 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 funds shall be used in accordance with 24 CFR Part 92 including but not limited to the applicable uniform administrative requirements as set forth in Section 92.505. City shall not be responsible or liable to Subrecipient for any payments beyond the maximum funding set forth herein for eligible expenditures and encumbrances.

The City shall provide total of \$80,000.00 for case management services over a two-year period as follows. \$40,000.00 from the City's general fund budget for FY 20-20-2021 and \$40,000.00 from Community Development Block Grant for FY2021-2022 contingent on satisfactory performance in year one.

4.2 Affordability. All tenant-based rental assisted with HOME funds shall meet the affordability requirements of 24 CFR Sections 92.252 or 92.254, as applicable. If the tenant based rental housing does not meet the affordability requirements the Subrecipient will be required to repay the funds to City.

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. 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 July 30, 2022, or at such later date that may be approved by the City.

4.6 Payment to Subrecipient shall be contingent upon the following:

a. Subrecipient providing 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 VI herein.

b. 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, conditions to this Agreement, laws and regulations referenced herein. Upon expiration or termination of this Agreement, all HOME funds remaining on hand on the date of expiration or termination shall remain as City HOME funds and Subrecipient shall not be entitled to said funds.

ARTICLE V 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 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. A-122, OMB Circular A-87 and as provided in 24 CFR Section 92.508(b).

5.4 Subrecipient shall maintain record 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:

a. 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.

b. 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, or contractors, to HUD, 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 timeframe 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 VI REPORTS

6.1 Subrecipient shall provide City with monthly reports based upon the reporting schedule set forth in Exhibit "C". Subrecipient shall comply with any additional reporting requirements as set forth in 24 CFR Part 92 and Exhibit "C" of this Agreement.

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 required reports and/or corrected reports within 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 24 CFR Part 92, including but not limited to Section 92.509, with respect to Subrecipient's use of the HOME funds.

ARTICLE VII 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 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 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 A-133, as amended, 24 CFR 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 funds awarded pursuant to this Agreement. The annual financial audit reports shall include but not be limited to the following:

- a. The annual financial audit report shall include all management letters and Subrecipient's response to all findings, including corrective actions to be taken;
- b. 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
- c. 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 Blvd Ste 103
Fort Lauderdale, Florida 33311

7.4 In the event the financial audit shows that the entire HOME 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 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 VIII 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 Director for such subcontracting work prior to execution of any subcontract. Upon approval, Subrecipient shall provide the Director 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 VII 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:

Sub recipient's contractor shall indemnify and hold harmless City, its officers, agents and employees, 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 Sub recipient's contractor, and other persons employed or utilized by Sub recipient'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, Sub recipient'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.

b. To the extent permitted by law, the indemnification provided above shall obligate Sub recipient'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.

c. In order to insure the indemnification obligation noted above, Sub recipient'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 X herein.

ARTICLE IX INDEMNIFICATION

Subrecipient shall at all times hereafter indemnify, hold harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend City, its officers, agents, servants, and employees 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 X 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 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. Exceptions and exemptions will be allowed by the City's Risk Manager, 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
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

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, co-insurance 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 coverages 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 XII 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 XIII TERMINATION

13.1 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.

13.2 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 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 funds.

13.3 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.

13.4 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 XIV NOTICE

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:

As to the City:

Christopher J. Lagerbloom, ICMA-CM
City Manager
100 North Andrews Avenue

Fort Lauderdale, Florida 33302

As to the Subrecipient:

Kim Saiswick
Registered Agent for Hope South Florida, Inc.
2761 NE 29th Avenue
Fort Lauderdale, Florida 33334

With a copy to:

Dr. Ted Greer, Jr.
Chief Executive Officer, Hope South Florida, Inc.
1100 N. Andrews Avenue
Fort Lauderdale, Florida 33311

ARTICLE XV MISCELLANEOUS PROVISIONS

15.1 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.

15.2 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.

15.3 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.

15.4 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.

15.5 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 Director. 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.

15.6 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.

15.7 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.

(INTENTIONALLY LEFT BLANK)

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

WITNESSES:

THE CITY OF FORT LAUDERDALE, A
MUNICIPAL CORPORATION OF
FLORIDA

Donna Varisco

By: [Signature]
CHRISTOPHER J. LAGERBLOOM, ICMA-CM
City Manager

Donna Varisco
Witness Name – Printed or Typed

Aimee Llauro

Aimee Llauro
Witness Name - Printed or Typed

Date: 10/13/20

Approved as to form:
Alain E. Boileau, City Attorney

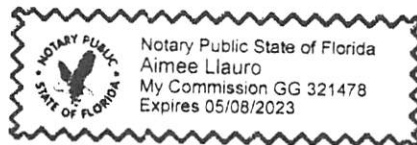
[Signature]
James Brako, Assistant City Attorney
ALAIN BOILEAU

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online, this 13 day of October, 2020, by Christopher J. Lagerbloom, ICMA-CM, City Manager, of the City of Fort Lauderdale, who is personally known to me and did not take an oath.

[Signature]
Notary Public, State of Florida

Aimee Llauro
Name of Notary Typed, Printed or Stamped

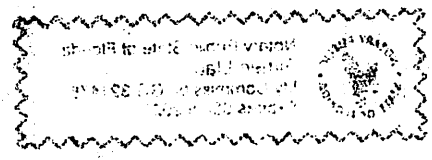


Personally Known _____ OR Produced Identification _____

Handwritten text at the top of the page, mostly illegible due to fading and noise.

Handwritten text in the upper right quadrant, including what appears to be a signature and some illegible notes.

Handwritten text in the center of the page, possibly a date or a specific reference.



Handwritten text in the lower right quadrant, including a date 'JAN 10 1961' and other illegible markings.

PARTICIPANT

HOPE South Florida, Inc, a Florida not for profit corporation

WITNESSES:

[Signature]
Donna English
[Witness print name]

[Signature]
Gekisha Smith
[Witness print name]
(CORPORATE SEAL)

By [Signature]
Dr. Ted Greer, Jr, Chief Executive Officer

Attest: [Signature]
Secretary

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me, me by means of ☐ physical presence or ☐ online, this 28th day of September 2020 by Dr. Ted Greer Jr. and Donise Brown, Esq. as CEO and BOB Secretary of Hope South Florida a ☒ non-profit corporation, on behalf of the corporation. Who are ☒ personally known to me or ☐ have produced _____ as identification.

Laura Mutnick
Notary Public, State of Florida
Laura mutnick
Name of Notary Typed, Printed or Stamped



Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

200
10/13/2020

Today's Date: 10/2/2020

DOCUMENT TITLE: Home Program Agreement between COFL and Hope South Florida, Inc. for Tenant Based Rental Assistance (TBRA)

COMM. MTG. DATE: 6/16/2020 CAM #: 20-0445 ITEM #: PH-1 CAM attached: ☒ YES ☐ NO

Routing Origin: CAO Router Name/Ext: Sonia X5598 Action Summary attached: ☒ YES ☐ NO

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.

1) Dept: HCD Router Name/Ext: Simone Flores # of originals routed: 2 Date to CAO: 9/18/2020

2) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 2

Is attached Granicus document Final? ☒ YES ☐ NO Approved as to Form: ☒ YES ☐ NO

Date to CCO: 10/12/20

ALAIN BOILEAU
Attorney's Name

AB
Initials

3) City Clerk's Office: # of originals: 2 Routed to: Donna V./Aimee L./CMO Date: 10/12/2020

4) City Manager's Office: CMO LOG #: Oct 27 Document received from: _____

Assigned to: CHRIS LAGERBLOOM ☐ TARLESHA SMITH ☐ GREG CHAVARRIA ☐
CHRIS LAGERBLOOM as CRA Executive Director ☐

☐ APPROVED FOR C. LAGERBLOOM'S SIGNATURE ☐ N/A FOR C. LAGERBLOOM TO SIGN

PER ACM: T. Smith (Initial/Date) PER ACM: G. Chavarria (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward 2 originals to ☐ Mayor ☒ CCO Date: 10/13/2020

5) Mayor/CRA Chairman: Please sign as indicated. Forward _____ originals to CCO for attestation/City seal (as applicable) Date: _____

6) City Clerk: Forward _____ originals to CAO for FINAL APPROVAL Date: _____

7) CAO forwards _____ originals to CCO Date: _____

8) City Clerk: Scan original and forwards 2 originals to: Simone Flores Ext. 4516 HCD

Attach _____ certified Reso # _____ ☐ YES ☐ NO

Original Route form to _____