

**SIXTH AMENDMENT TO THE HOME AGREEMENT BETWEEN THE CITY
OF HOLLYWOOD AND HOPE SOUTH FLORIDA, INC. FOR TENANT-BASED
RENTAL ASSISTANCE**

THIS SIXTH AMENDMENT to the March 21, 2014 Home Program Agreement, First Amendment dated June 23, 2015, Second Amendment dated October 19, 2016, Third Amendment dated August 29, 2018, Fourth Amendment dated October 1, 2019, Fifth Amendment dated February 11, 2020 and the Sixth Amendment for Tenant-Based Rental Assistance (the "Agreement"), is dated effective as of the ____ day of _____, 2021, (the "Effective Date") and is agreed to between the CITY OF HOLLYWOOD, FLORIDA ("CITY"), and Hope South Florida, Inc., a not-for-profit organization authorized to do business in the State of Florida, its successors and assigns (Subgrantee"). It is hereby mutually understood and agreed by and between the parties hereto that said Agreement is amended upon the terms, covenants, and conditions hereinafter set forth.

1. Article III of the Agreement entitled "Term" is hereby amended as follows:

The term of this Agreement shall commence on March 1, 2014 and shall expire on ~~March 31, 2020~~ September 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.

2. Subsection 4.1 of Article IV of the Agreement entitled "Allocation of Funds and Payments to Subrecipient" is hereby amended as follows:

4.1 The total amount of HOME funding under this Agreement shall not exceed ~~\$815,896.00~~ \$1,123,682.24 inclusive of a total administrative fee of ~~\$112,368.22~~ \$81,589.60. As of the date of this ~~Fifth~~ Sixth Amendment, the total remaining balance of HOME funds is \$383,951.74 ~~\$219,831.00~~ inclusive of administrative fees in the amount of ~~\$38,395.18~~ \$21,983.10. Documentation that supports the utilization of administrative funds must be maintained. HOME funds in the amount of \$345,556.57 ~~\$197,847.90~~ are for direct services. All HOME funds for direct services 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.

3. The attached Exhibits "A", "B", "C" and "D" shall replace the original Exhibits "A" through D" of the Agreement.
4. All other provisions of the March 21, 2014 Agreement, First Amendment dated June 23, 2015, Second Amendment dated October 19, 2016, Third Amendment dated August 29, 2018, Fourth Amendment dated October 1, 2019, Fifth Amendment dated February 11, 2020 not in conflict with this Sixth Amendment shall be and remain the same and in full force and effect.

EXECUTION

IN WITNESS WHEREOF, CITY and SUBGRANTEE, intending to be legally bound, have executed this Third Amendment to the Contract as of the day and year first above written.

CITY OF HOLLYWOOD, a municipal
corporation of the State of Florida

ATTEST:

PATRICIA A. CERNY, MMC
CITY CLERK

JOSH LEVY, MAYOR

APPROVED BY:

MELISSA CRUZ, DIRECTOR
FINANCIAL SERVICES
DEPARTMENT

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY for the use and reliance
of the City Of Hollywood, Florida, Only.

DOUGLAS R. GONZALES, CITY ATTORNEY

HOPE SOUTH FLORIDA, INC.

BY: _____
Signature

Title: _____

Print Name: _____

EXHIBIT "A"

SCOPE OF SERVICES

HOPE South Florida, Inc. proposes to use HOME funds for Tenant Based Rental Assistance (TBRA) to eligible households that provide a certified statement of a COVID-19 Health Emergency financial impact and/or that have been referred as part of the Broward County Continuum of Care system in accordance with 24 CFR 92.209(b) providing the preferences do not limit the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105 (a). Grantee responsibilities include but are not limited to:

Providing Tenant Based Rental Assistance (TBRA), security deposit, utility deposit, and counseling of prospective tenants regarding landlord/tenant responsibilities, methods of locating suitable units and equal housing opportunity laws and in all ways adhere to HUD 24 CFR Part 92.209 including disaster waiver allowances.

Eligible Households include those households who have incomes at or below 80% of the area median income adjusted for family size, as established by HUD. For each fiscal year, at least 90% of eligible households assisted through HOME TBRA must be at or below 60% of area median income, adjusted for family size.

Rent Assistance paid on behalf of an eligible household is limited to the difference between the established rent for the unit and 30% of the eligible household's gross monthly income. Utility allowances are permissible when calculating rent. Applicants are required to pay no less than \$50.00 per month to participate in the program.

Unless waived due to a presidential disaster HOPE South Florida, Inc. or a certified Housing Quality Standards (HQS) Inspector retained by HOPE South Florida, Inc. will perform all initial, annual, periodic and/or special unit inspections in accordance with the guidelines set forth in 24 CFR Sections 982.401 and 92.251.

Every month, HOPE South Florida, Inc. shall transmit to the City of Hollywood an invoice and supporting documentation authorizing payment for eligible Households. Households that are subsequently determined to be in eligible or who have served notice they have vacated must be removed from the next monthly submittal.

EXHIBIT “B”
BUDGET & REIMBURSEMENT SCHEDULE

Total HOME TBRA project funding is \$1,123,682.24 Subgrantee will be reimbursed on the basis of performance and eligible project expenses incurred in accordance with the terms and conditions set forth in the Agreement.

BUDGET

An evaluation shall be made of each client to determine the appropriate assistance needed to re-house the client. The following is a proposed budget of anticipated cost associated with Client evaluation and Client services:

	Total Budget	Remaining Balance
Rental subsidies, Security & Utility Deposits	\$1,011,314.02	\$345,556.57
Administrative Support	\$112,368.22	\$38,395.18
Total Budget	\$1,123,682.24	\$383,951.74

REIMBURSEMENT

Reimbursement will be based on performance and approval of eligible project expenses incurred. The process for requesting contract reimbursement is as follows:

The Subgrantee shall submit a summary invoice that clearly details project expenses per client in table form. Said summary invoice shall detail reimbursement request for each category as listed in the budget and/or is permitted by Exhibit “A”. The example below will satisfy the requirement but is not a mandatory format. The summary invoice shall be accompanied by canceled checks or other acceptable evidence of indebtedness. The invoice must be accompanied by a monthly performance report further described in Exhibit "C" attached.

EXHIBIT "C"
PERFORMANCE REPORTS

Beginning the first day of the second program month (March 1, 2021) and each month thereafter, HOPE South Florida, Inc. will submit program performance reports to the Community Development Division. The report shall explain any problems encountered with the project's implementation, the selection policy statement including any preferences for individual with special needs, clearly indicate the names of the continuum of care referral agency, and attendance of clients who are receiving rental subsidies. The performance report must include the following:

I. Beneficiary Information:

- a) Client last name
- b) Household size
- c) Hispanic or Latino
- d) Race
- e) Type Client (i.e.) single/not elderly/single parent/two parents, etc.
- f) Household Income (as a percentage of Area Median income)
- g) CIVID-19 Health Emergency Financial Impact (if applicable)

II. Unit and Contract Information:

- a) Number of bedrooms
- b) Security deposit amount
- c) Tenant rent
- d) TBRA subsidy
- e) Total rent
- f) Assistance paid to owner or tenant
- g) Newly assisted
- h) Lease term
- i) Utility deposit amount
- j) Administrative costs and supporting documents (including, but not limited to, Housing Quality Standards and Lead Based Paint Inspections)

EXHIBIT "D"

TIMETABLE/SCHEDULE FOR PROJECT(S)

Work Task	Completion Date
Identification of and relationship building with landlords in Hollywood area using, list of landlords who accept Section 8 vouchers, and other resources. Screening of clients for intake	Ongoing
Commence recruitment of homeless families in Hollywood for program, assignment to case management and review and update of any established care plans as appropriate	Ongoing
Start placement of clients in apartments. Assist with move in needs (security and utility deposits, donation of furniture and household items from thrift stores if needed, etc.)	Ongoing
Provide tenant based rental assistance, security deposits and utility deposits	Ongoing
A minimum of 50% of households who are receiving assistance will be living in and maintaining their own apartment	09/30/22

** These are the anticipated work tasks and completion dates*