

HOLLYWOOD HOME PROGRAM AGREEMENT
BETWEEN
CITY OF HOLLYWOOD, FLORIDA
AND
SUBRECIPIENT
FOR
TENANT BASED RENTAL ASSISTANCE

THIS AGREEMENT is made and entered into this _____ day of _____, 2023, by and between the City of Hollywood, a municipal corporation of the State of Florida (hereinafter "City") and SUBRECIPIENT, a non-profit corporation authorized to do business in the State of Florida (hereinafter "Subrecipient") whose Federal I.D. No is _____ and Unique Entity Identifier (UEI) is _____.

ARTICLE I
DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the DEFINITIONS and IDENTIFICATIONS set forth below are assumed to be true and correct and are agreed upon by the parties.

CITY: means City of Hollywood, Florida, a municipal corporation of the State of Florida.

DEPARTMENT: means the Community Development Division of the City of Hollywood.

H.U.D.: means the United States Department of Housing and Urban Development.

ASSURANCES: means those assurances made by SUBRECIPIENT to CITY as specifically set forth in this Agreement.

CITY OF HOLLYWOOD HOME INVESTMENT PARTNERSHIPS PROGRAM or PROGRAM: means the Community Development Program applied for by CITY OF HOLLYWOOD, FLORIDA and awarded by the United States Department of Housing and Urban Development as authorized pursuant to the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended.

HOME FUNDS: means the HOME Investment Partnerships Funds; the funds given to SUBRECIPIENT pursuant to the terms of this Agreement.

BOARD: means the Community Development Advisory Board as established by the City Commission of the City of Hollywood, Florida in accordance with Resolution No. R-2015-168.

PROJECT(S): means the project or projects set forth in Article III hereof and Exhibit "A" entitled "Scope of Services".

CFR: means the Code of Federal Regulations, the codification of the general and permanent rules published in the Federal Register by the executive departments and agencies of the Federal Government.

RULES AND REGULATIONS OF H.U.D.: means 24 CFR Part 92, "HOME Investment Partnerships Program Regulations", 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", as amended from time to time.

SUBRECIPIENT: means «Company_Name», a nonprofit organization as sub grantee for the Project included in the City of Hollywood HOME Investment Partnerships Program.

TENANT BASED RENTAL ASSISTANCE (TBRA): shall mean the Project Activity as more specifically set forth in Exhibit "A".

COMMUNITY DEVELOPMENT APPROVAL: shall mean the written approval of the Community Development Division Manager after a submitted request or a report has been properly processed in accordance with the City's financial accounting procedures.

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 **PREAMBLE**

In order to establish the background, context and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Pursuant to 24 CFR Part 92 of the Rules and Regulations of H.U.D., the Project(s) was included in the City of Hollywood HOME Investment Partnerships program submission to H.U.D.

2.2 Under the Rules and Regulations of H.U.D., CITY is the administrator for the Program and the CITY is mandated to comply with various statutes, rules and regulations of the United States and the Rules and Regulations of H.U.D., as to the allocation and expenditure of funds as well as protecting the interests of certain classes of individuals who reside in the City of Hollywood, Florida.

2.3 CITY is mandated by H.U.D. to conduct all programs and activities relating to housing and community development in a manner which will affirmatively further fair housing.

2.4 Where applicable, CITY will fund only those SUBRECIPIENTS who have taken steps to promote fair housing in accordance with 24 CFR Part 100.

2.5 CITY is desirous of disbursing the funds to SUBRECIPIENT. However, as administrator for the Program, CITY desires to obtain the assurances from SUBRECIPIENT, and SUBRECIPIENT so assures CITY that SUBRECIPIENT will comply with the statutes, rules and regulations of the United States, the Rules and Regulations of H.U.D., the State of Florida, and applicable codes and regulations of CITY relating to the Project(s) and the Program, as a condition precedent to the release of such funds to SUBRECIPIENT.

2.6 This Agreement is subject to the availability of funds as more specifically described in Article IV of this Agreement.

ARTICLE III **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 IV **TERM OF AGREEMENT AND TERMINATION**

The term of this Agreement shall commence on _____, 20____ and shall expire on _____, 20____. As a condition precedent to the effectiveness of this Agreement, funds for this Activity must be timely released pursuant to the United States HUD HOME program. 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 V **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 \$ _____ in HOME funds inclusive of an administrative fee of \$ _____. Administrative funds will be reimbursed in accordance with "Exhibit B-1" for actual costs incurred in the administration of this contract. Documentation that supports the utilization of administrative funds must be maintained and submitted to the City prior to reimbursement. Subrecipient must submit to the City the required documentation set forth in Exhibit "B-1" with a completed Disbursement Request form attached hereto as

“Exhibit B-2” 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.

4.2 City and Subrecipient acknowledge and agree that the design of Program does not anticipate the receipt of “Program Income,” as defined in 24 CFR 92.2, by the Subrecipient. 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.

4.3 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.

4.4 All services, materials and labor eligible for payment under this Agreement must be completed and processed for payment by October 10, 2026, or at such later date that may be approved by the City.

4.5 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 V 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.

4.6 City has the right to suspend or terminate this Agreement in the event that 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 VI

ADMINISTRATIVE AND PROGRAM REQUIREMENTS

5.1 Applicability of Uniform Administrative Requirements. In performing under this Agreement, the requirements of 2 CFR part 200 apply to the Subrecipient, except for the following provisions: §200.306, §200.307, §200.311 (except as provided in 24 CFR 92.257), §200.312, §200.329, §200.333, and §200.334. The provisions of 2 CFR 200.305 apply as modified by 24 CFR 92.502(c). If there is a conflict between definitions in 2 CFR 200 and 24 CFR part 92, the definitions in 24 CFR part 92 govern. While not intended to be an exhaustive list, Subrecipient acknowledges that the requirements of 2 CFR 200 include, inter alia, compliance with:

A. Procurement. Standards and procedures consistent with 2 CFR 200.318 through 200.326 related to the procurement of property or services with HOME funds;

B. Audit. The requirement under 2 CFR 200.501 that the Subrecipient must obtain a single- or program-specific audit if, during any given Subrecipient fiscal year, Subrecipient expends more than \$750,000.00 in federal funds;

The annual financial audit reports shall include but not be limited to the following:

- 1) The annual financial audit report shall include all management letters and Subrecipient's response to all findings, including corrective actions to be taken;
- 2) 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
- 3) The complete annual financial audit report, including all items specified
 - a. in this Article and as required by the applicable laws and regulations shall be sent directly to:

Director of Financial Services
City of Hollywood, Florida
2600 Hollywood Boulevard, Rm. 119
Hollywood, Florida 33020

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.

C. Cost Principles The cost principles included in 2 CFR 200 Subpart F, including that any costs charged to HOME be supported by adequate documentation, allocable to the program, necessary, and reasonable.

5.2 Administrative Funding. Within the funding limit provided in Article IV, Subrecipient may use HOME funds for administrative expenses associated with operating the Program. Eligible administrative costs include costs associated with activities described in the general management oversight and coordination requirements at 24 CFR 92.207(a) to the extent that such activities are allowable under this Agreement. These include, but may not be limited to, costs associated with coordinating and overseeing the Program; advertising and promoting the Program, including affirmatively marketing the Program pursuant to the requirements of 24 CFR 92.351; maintaining appropriate Program records, including financial records, and submitting progress, financial, and other reporting to the City; taking applications, conducting intake interviews, and otherwise processing applications that do not proceed; and conducting required unit inspections.

A. Treatment of Income Determination and Inspection Costs. Pursuant to 24 CFR 92.209(a), the Subrecipient may also use HOME project funding for its project-specific soft costs associated with determining the income eligibility and assistance amount for assisted tenants and completing property inspections of units occupied by assisted tenants.

Alternatively, the costs associated with determining the income eligibility and assistance amount for assisted tenants and completing property inspections of units occupied by assisted tenants, in whole or to the extent they exceed the limit established herein, may be charged as an administrative cost, provided that in no case may a single item of cost be charged both as an administrative expense and as a project-related soft cost as provided for herein.

5.3 Reversion of Assets. Upon receipt of the final payment by the City under this Agreement and after payment by the Subrecipient of any final eligible costs under this Agreement, the Subrecipient must transfer to the City any remaining HOME funds on hand and any accounts receivable attributable to the use of HOME funds to the City.

5.4 Compliance with Other Federal Requirements. Subrecipient must comply with all applicable federal requirements, including those listed in 24 CFR part 92, Subpart H and 24 CFR part 5, Subpart A, and the nondiscrimination requirements of section 282 of the Act, as amended. This includes, but is not limited to, compliance with:

A. Equal Opportunity and Fair Housing. In accordance with 24 CFR 92.350 and 92.351, no person shall on the ground of race, color, religion, sex, disability, familial status, national origin, or age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any Program activity funded in

whole or in part from HOME funds. In addition, Subrecipient shall develop and operate the Program in accordance with the requirement contained in 24 CFR 5.105, including but not limited to the following requirements:

- 1) The requirements of the Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR Part 100; Executive Order 11063, as amended by Executive Order 12259 (3 CFR 1958 B1963 Comp., P. 652 and 3 CFR 1980 Comp., P. 307) (Equal Opportunity in Housing) and implementing regulations at 24 CFR Part 107; and of the Civil Rights Act of 1964 (42 U.S. C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR Part 1;
- 2) The prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing Regulations at 24 CFR Part 146,
- 3) The requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR Part 8;
- 4) Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135;
- 5) The requirements of Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR 1964-65, Comp., p. 339) (Equal Employment Opportunity) and the implementing regulations issued at 41 CFR Chapter 60;
- 6) The requirements of 24 CFR 92.351, 2 CFR 200.321, Executive Orders 11625, as amended, and 12432 (concerning Minority Business Enterprise), and 12138, as amended (concerning Women's Business Enterprise); and
- 7) The requirements of 24 CFR 5.105(a)(2) requiring that HUD-assisted housing be made available without regard to actual or perceived sexual orientation, gender identity, or marital status and prohibiting subrecipients, owners, developers, or their agents from inquiring about the sexual orientation or gender identity of an applicant for, or occupant of, HUD-assisted housing for the purpose of determining eligibility for the housing or otherwise making such housing available. This prohibition on inquiries regarding sexual orientation or gender identity does not prohibit any individual from voluntarily self-identifying sexual orientation or gender identity.

B. Lobbying Disclosure Requirements. In accordance with the requirements of 24 CFR part 87, the Subrecipient certifies, to the best of its knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the

making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- 3) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all such lower-tier parties shall certify and disclose accordingly; and
- 4) Subrecipient acknowledges that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. Drug-Free Workplace. The drug-free workplace requirements of 2 CFR part 2429;

D. Debarred or Suspended Entities. By signing this Agreement, Subrecipient certifies that it is not presently listed by any federal agency as debarred, suspended, or proposed for debarment from any federal contract activity. If during the term of this Agreement this information changes, Subrecipient shall notify City without delay. Such notice shall contain all relevant particulars of any debarment, suspension, or proposed debarment. Further, in carrying out its responsibilities hereunder, Subrecipient will not employ, contract with, or otherwise make use of subcontractors, service providers, consultants, or any other party that is debarred, suspended, or proposed for debarment from any federal contract activity.

E. Environmental Review. The City completed the environmental review process for the Program, determining that the activities included are Categorical Excluded Not Subject to the requirements of 24 CFR 58.5. None of the requirements in 24 CFR 58.6 apply to the Program, so no further action is necessary under the applicable requirements of 24 CFR part 58, and the activity may proceed.

F. Lead Based Paint. Subrecipient will ensure that all assisted units in properties which were originally constructed prior to 1978 pass a visual assessment pursuant to the requirements of 24 CFR 35.

G. Conflict of Interest. Pursuant to 24 CFR 92.356, no employee, agent, consultant, officer, or elected official or appointed official of the City or the Subrecipient, individually known as a “**Covered Person**,” that exercises or has exercised any functions or responsibilities with respect to HOME-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to HOME-assisted activities, is eligible to receive HOME assistance under the Program or to have a financial interest or financial benefit in any contract, subcontract, or other agreement with respect to the HOME-funded activities contemplated in this Agreement, or the proceeds from such activities. This provision shall apply to both Covered Persons and those with whom they have business or immediate family ties, during their tenure with the City or Subrecipient or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, and in-laws of a Covered Person. In the event a Covered Person, or a person with whom the Covered Person has business or family ties, is otherwise eligible and applies to the Program, Subrecipient will immediately notify the City. City, in its sole discretion, may pursue an exception from HUD under the provisions of 24 CFR 92.356(d) to allow participation notwithstanding the conflict of interest. Only HUD may grant such an exception; neither the City nor the Subrecipient may grant such an exception on its own. Moreover, the City and Subrecipient shall comply with the conflict of interest requirements in 2 CFR 200.317 and 2 CFR 200.318 in the procurement of property and services.

H. Consultant Activities. Subrecipient will comply with the reasonable rate of compensation requirements in accordance with 24 CFR 92.358.

I. Faith-based organizations. Faith-based organizations are eligible to participate in the HOME program on the same basis as any other organization but must comply with the requirements of 24 CFR 5.109.

5.5 VAWA Regulations. The City and Subrecipient both acknowledge and agree that each are subject to the requirements of 24 CFR 92.359 and 24 CFR 5, Subpart L, which implements provisions of the Violence Against Women Reauthorization Act of 2013 (VAWA). Subrecipient also agrees to follow and implement the applicable VAWA requirements contained in the City’s Program Guidelines and the City’s Emergency Transfer Plan, as required by 24 CFR 92.359(g), for all applicants to the Program, and all TBRA recipients for the period that tenant based rental assistance is provided. Moreover, the Subrecipient agrees that all leases that are approved by the Subrecipient shall contain

the City's required VAWA lease term/addendum, as described in 24 CFR 92.359(e) and the City's Program Guidelines.

5.6 Recordkeeping. Subrecipient shall maintain detailed records of all its activities under this Agreement, including records on all persons served pursuant to this Agreement, and all required Program records applicable to TBRA assistance that are described in 24 CFR 92.508. Representatives of the City, HUD (including HUD's Office of Inspector General), the Comptroller General of the United States (aka the U.S. Government Accountability Office or "**GAO**"), or their designees may examine any records or information accumulated pursuant to this Agreement. All confidential information shall be treated as such by all aforementioned City, HUD, or GAO representatives or designees. Subrecipient will maintain administrative and financial records as required by 24 CFR 92.508, applicable to the activities to be carried out under this Agreement, including but not necessarily limited to:

A. General Administrative and Financial Records

- 1) Information about contractors, vendors, and other service providers to include, but not necessarily be limited to, verification of non-debarment and suspension, verification of qualifications and experience, legally binding contracts and agreements, invoices and payment records, and related correspondence (see 24 CFR Part 24 and 2 CFR part 2424);
- 2) Financial information including, but not necessarily limited to, audits and related correspondence, accounting and financial records, indirect cost analyses, and internal controls and reconciliations;
- 3) Financial records identifying the source and use of funds for each person assisted under the Program pursuant to this Agreement, as well as well as underlying documentation (e.g. timesheet records, invoices/receipts, proof of payment, etc.) for all costs charged to HOME;
- 4) Records demonstrating compliance with the Uniform Administrative Requirements of 2 CFR 200, as applicable;

B. TBRA Recipient Records. TBRA recipient records in accordance with 24 CFR 92.508(a)(3) that demonstrate that each HOME-assisted tenant met the requirements of the HOME program including but not limited to:

- 1) Full descriptions of each tenant or family assisted with Program funds, including the location (address of each unit) and the form of TBRA assistance (e.g., rental assistance, utility assistance, etc.);

- 2) The source and application of funds for each TBRA recipient, including supporting documentation in accordance with 2 CFR 200 and records to document the eligibility and permissibility of the TBRA recipient's costs;
- 3) Records, consistent with the Program Guidelines, demonstrating that each TBRA-assisted unit meets the Program's property standards;
- 4) Records demonstrating that each assisted tenant or family is income eligible in accordance with 24 CFR 92.203;
- 5) Copies of all Rental Assistance Contracts between the Subrecipient and TBRA recipients and their property owners.

C. Records of Other Federal Requirements. Other records that include documentation of compliance with other federal requirements in accordance with 24 CFR 92.508 that includes the following requirements to the extent applicable to the Program:

- 1) Documentation of Subrecipient's efforts to affirmatively further fair housing, including both marketing efforts and records on the extent to which each racial and ethnic group and single-headed households (by gender of household head) applied for, participated in, or benefited from the Program;
- 2) Records concerning lead-based paint in accordance with 24 CFR Part 35;
- 3) Records related to compliance with the VAWA provisions of 24 CFR 92.359, including but not limited to evidence proper notices were provided to applicants and TBRA recipients and summaries of requests for VAWA protections and actions taken; and
- 4) Records supporting any requests for exceptions to the conflict of interest provisions in accordance with 24 CFR 92.356.

5.7 Record Retention. All Program records shall be maintained by the Subrecipient for a minimum of five (5) years beyond the final payment under this Agreement. Notwithstanding, if there are litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have commenced before the expiration of the retention periods outlined, such records must be retained until completion of the actions and resolution of all issues, or the expiration of the retention period, whichever occurs later.

ARTICLE VII
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 require 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 VIII
SUBCONTRACTS

7.1 In the event that Subrecipient determines that it is necessary to subcontract any or all the construction work required under this Agreement, then Subrecipient shall obtain the prior approval of the Manager for such subcontracting work prior to execution of any subcontract. Upon approval, Subrecipient shall provide the Manager 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.

7.2 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. Any and 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.

7.3 Any and all subcontracts shall include the following provision:

Subrecipient'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 REQUIREMENTS**

Subrecipient shall provide, at its sole expense, and maintain in full force and effect for the term of this Agreement and any extensions thereof, the insurance coverages set forth below. Subrecipient shall provide the Director, at the time of execution of this Agreement, with Certificates of Insurance, reflecting evidence of the required insurance, along with the Insurance Agent's certification document which certifies that the insurance requirements have been met and there are no exclusions. These Certificates shall contain a provision that coverage afforded under these policies will not be cancelled, will not expire and will not be materially modified until at least thirty (30) days prior written notice has been given to the City. Policies shall be issued by companies authorized to

do business under the laws of the State of Florida and shall have adequate Policyholders and Financial ratings in the latest ratings of A.M. Best and be part of the Florida Insurance Guarantee Association Act. Insurance shall be in force until all work and services required to be performed under the terms of this Agreement are satisfactorily completed as evidenced by the formal acceptance by the City. In the event the Insurance Certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the Subrecipient shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of this Agreement and extension thereunder is in effect. All Certificates of Insurance shall include the City of Hollywood, Florida as an additional insured.

Insurance Coverage is as follows:

- (a) General Liability insurance with a minimum limit of \$1,000,000 for bodily injury and property damage. Said insurance shall list the City of Hollywood as additional insured.
- (b) Automobile Liability covering all owned, non-owned, and hired vehicles used in the services in an amount not less than \$300,000 combined single limit. Said insurance shall list the City of Hollywood as additional insured.
- (c) Workers Compensation Insurance to cover all workers providing services. Limits of liability: Statutory-State of Florida. The City of Hollywood shall be listed as a certificate holder. For non-construction entities with less than (4) employees, workers compensation insurance is not required by the State of Florida. The company can provide an exemption certificate or sign a letter stating they have less than four employees.

ARTICLE XI **INDEPENDENT CONTRACTOR**

Subrecipient is and shall be, in the performance of the Project Activity under this agreement an independent contractor, and not an employee, agent, or servant of the CITY. Services provided by Subrecipient shall be performed by employees of Subrecipient and subject to supervision by Subrecipient, and shall not be deemed officers, employees, or agents of CITY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to Subrecipient's sole direction, supervision and control. Subrecipient, its agents, officers or employees are not entitled to any stipend, benefit or privilege of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of Subrecipient,

which policies of Subrecipient shall not conflict with CITY, HUD., or Federal policies, rules or regulations relating to the use of HOME funds provided for herein. The City and the Subrecipient are not partners, joint ventures or affiliated entities. Subrecipient has no authority to bind the City nor is the City a guarantor or promisor of any obligation of Subrecipient.

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**

8.1 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.

8.2 **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.

8.3 **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.

8.4 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:

<u>For City:</u>	CITY OF HOLLYWOOD Community Development Division 2600 Hollywood Boulevard, Old Library Building Hollywood, Florida 33020
<u>For City Attorney</u>	Office of the City Attorney Hollywood City Hall 2600 Hollywood Blvd. Room 407 Hollywood, Florida 33020
<u>For Subrecipient:</u>	«Signatory_Name», «Signatory_Title» «Company_Name» «Mailing_Address» «City» «Email_Address»
With a copy to:	Registered Agent: «Registered_Agent» E-mail Address: «RA_Email_Address»

ARTICLE XV
MISCELLANEOUS PROVISIONS

9.1 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.

9.2 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 its obligations to Subrecipient.

9.3 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.

9.4 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.

9.5 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.

HOLLYWOOD HOME PROGRAM AGREEMENT WITH SUBRECIPIENT FOR TENANT BASED RENTAL ASSISTANCE

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: CITY OF HOLLYWOOD, Florida through its CITY COMMISSION, signing by and through its Mayor, authorized to execute same by Commission action on the _____ day of _____, 2023 and «Signatory Name» signing by and through its «Signatory Title» duly authorized to execute same.

AGREEMENT BETWEEN THE CITY OF HOLLYWOOD AND «Company_Name» FOR HOME FUNDING

ATTEST:

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

PATRICIA A. CERNY, MMC
CITY CLERK

By: _____
JOSH LEVY, MAYOR

Date: _____

APPROVED AS TO FORM:

APPROVED BY:

DOUGLAS R. GONZALES
CITY ATTORNEY

DAVID KELLER, DIRECTOR OF
FINANCIAL SERVICES

SUBRECIPIENT

«Company_Name»

By:

Print Name:

Title:

(President or other authorized Officer)

Date: _____

EXHIBIT "A"

SCOPE OF SERVICES

Subrecipient proposes to use HOME FUNDS for Tenant Based Rental Assistance (TBRA) to serve an anticipated twenty or more HOME TBRA eligible households per month that have been referred as part of the Broward County Continuum of Care system or by the City 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.

As part of this Agreement, the city is providing a total of \$ in HOME funding. Project expenses (i.e. direct costs of assisting TBRA recipients) will total \$ and up to \$ in HOME administration funding for allowable administrative expenses. HOME funding shall be used to provide monthly rental and utility assistance to or on behalf of TBRA recipients and, as applicable, security deposit and/or utility deposit assistance to TBRA recipients entering a new unit.

Units occupied by TBRA recipients must be located within the incorporated limits of Broward County and comply with the Program's property standards as defined in the Program Guidelines.

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

Subrecipient responsibilities include but are not limited to:

1. Providing Tenant Based Rental Assistance (TBRA), security deposit and utility deposit assistance; and counseling of prospective tenants regarding landlord/tenant responsibilities, methods of locating suitable units and equal housing opportunity laws.
2. Reviewing individual applications, including income determinations, in accordance with the City's Program Guidelines and the HOME requirements in 24 CFR part 92.
 - a) Eligibility is determined by comparing the household's anticipated gross annual income for the next twelve months to the income limits for the appropriate household size. (The definition of annual income as defined in Section 8 of the United States Housing Act of 1937.) Verification of income should be completed in accordance with the rule of the Section 8 Housing Choice Voucher Program. A self-affidavit executed by the household is acceptable if third party verification cannot be obtained.
 - b) Written certification of income eligibility must be obtained prior to occupancy. If applicants or household members that are being assisted have given false information, Subrecipient must notify the City of Hollywood and rental assistance must be terminated.

c) Eligible Households who receive assistance under this Agreement and who are currently on a waiting list for a Section 8 Housing Choice Voucher Program cannot be removed from that waiting list and must be transitioned from the HOME TBRA program to the Section 8 program if a Housing Choice Voucher becomes available to them.

4. Rental assistance is limited to an initial twelve-month period and an additional twelve-month period upon re-certification of eligibility. No TBRA application shall be accepted by Subrecipient after expiration of this contract unless otherwise extended in writing by the City of Hollywood.

5. Subrecipient is responsible for developing, maintaining, and adhering to policies and procedures for the TBRA program in accordance with 24 CFR 92.2.

6. Subrecipient is responsible for marketing and advertising the Program pursuant to the City's affirmative marketing plan, in accordance with the requirements in 24 CFR 92.351, including the requirements to (i) identify those portions of the population of the City that are least likely to apply, (ii) establish specific marketing actions (e.g. advertising in specialty publications, native languages, etc.) intended to reach such populations, and (iii) maintain records of the results of such activities;

7. Subrecipient is responsible for obtaining and maintaining the following documentation for each Eligible Household applying to receive TBRA:

a) Hollywood HOME Application for Rental Assistance

b) Hollywood HOME Income and Rent Worksheet

c) HOME Rental Assistance Coupon, Hollywood HOME Lease Addendum and Request for Unit Approval

d) Signed Hollywood HOME RENTAL ASSISTANCE CONTRACT between Subrecipient and landlord.

8. The Grantee must maintain income verifications for each tenant. Each tenant must be re-certified for income eligibility every twelve months or if there is a change in household income.

9. Rental assistance under this program is portable and is available to Eligible Households to rent the unit of their choice within Broward County and provided it does not already receive any form of rental assistance. The assistance is conditioned upon the execution of a Lease Addendum between the landlord and the Eligible Household.

10. Subrecipient must disapprove a lease if the rent is not reasonable, based on rents that are charged for comparable unassisted rental units.

11. Every month, Subrecipient will transmit to the City of Hollywood a Monthly Invoice and supporting documentation authorizing payment for all Eligible Households. Households that are

subsequently determined to be ineligible or who have served notice they have vacated must be removed from the next monthly submittal.

12. Subrecipient will apply its stated method of continued program participation, including annual income certification and unit inspections, as documented in their policies and procedures.

13. Subrecipient must develop local occupancy standards that specify the number of bedrooms needed by households of various sizes and composition. Direction may be found under Federal Register Docket No. FR-4405-N-01, Fair Housing Enforcement— Occupancy Standards Notice of Statement of Policy.

14. Assisted units may be publicly or privately owned; however, units covered under a project-based rental assistance agreement or Public Housing Authority units are not eligible. Units in a project partially covered by a project-based rental assistance agreement are eligible, provided that there is not project-based assistance available for the unit in question.

15. Subrecipient will be required to inspect units at initial occupancy and certify to the City of Hollywood that the unit meets minimum HUD Housing Quality Standards (HQS).

16. Units in cooperative housing developments are ineligible for assistance under this Agreement.

17. The landlord shall execute a Landlord Agreement to Participate and a Lease Addendum with the tenant.

18. The lease term must be for twelve months with an option to renew and subsidy payments to the landlord under the HOME TBRA program shall not exceed twenty-four months from the date of initial occupancy, upon re-certification of eligibility, and in no event exceed the actual period of occupancy, if less than twenty-four months. The tenant shall be solely responsible for any damages caused by breaching the lease that exceed the security deposit.

The lease may not contain the following provisions:

- a. Agreement by the tenant to be sued or to admit guilt, or a judgment in favor of the owner in a lawsuit brought in connection with the lease.
- b. Agreement by the tenant that the owner may take, hold, or sell the personal property of household members without notice to the tenant and a court decision on the rights of the parties (this does not apply to personal property left by the tenant after move-out).
- c. Agreement by the tenant not to hold the owner or its agents legally responsible for any action or failure to act, whether intentional or negligent.
- d. Agreement by the tenant that the owner may institute a lawsuit without notice to the tenant.

- e. Agreement that the owner may evict the tenant (or other household members) without a civil court proceeding where the tenant has the right to present a defense, or before a court decision on the rights of the tenant and the owner.
- f. Agreement by the tenant to waive a trial by jury.
- g. Agreement by the tenant to waive the tenant's right to appeal or otherwise challenge a court decision.
- h. Agreement by the tenant to pay attorney fees or other legal costs, even if the tenant wins in court.

19. Subrecipient must establish standards for when a landlord may elect to terminate or refuse to renew the lease of a TBRA household. These standards must be in writing. They must also be included within the lease and/or in the contract between the PJ and the tenant.

20. Rental assistance calculations may be prorated during the initial month. Leases should begin on the first day of the actual tenant occupancy. If the lease is executed for any day other than the first of the month, Subrecipient is responsible for paying the prorated subsidy portion of the rent for that month from proceeds provided by the City of Hollywood.

21. Certain lease provisions are prohibited under the Regulations. These provisions are contained in the Lease Addendum which shall be executed by the landlord and tenant.

22. The amount of rental assistance paid on behalf of an Eligible Household is limited to the difference between the established rent for the unit and thirty percent (30%) of the Eligible Household's gross monthly income. Example: \$500 rent and \$12,000 annual gross income would require a subsidy of: $(\$12,000/12 \text{ months}) \times .30 = \300 (tenant payment) \$500 rent minus \$300 tenant payment = \$200 monthly subsidy Exclusions are permissible when calculating income, (e.g., dependents, disability, elderly, and child care). Utility allowances are permissible when calculating rent.

23. Applicants whose subsidy calculations is less than \$50.00 per month is not eligible to receive TBRA.

24. Applicants whose tenant calculations is less than \$5.00 per month is not eligible to receive TBRA.

25. Issues not covered in this agreement are to be handled in accordance with HUD 24 CFR Part 92.

26. The Subrecipient agrees to aid in the dissemination of information and promotional materials relative to City of Hollywood initiatives. This includes, but is not limited, to making available information and promotional materials relative to City of Hollywood initiatives in the Subrecipient offices and/or project sites. In addition, the Subrecipient shall provide a complete mailing list of clientele with the exception of the clients where confidentiality is mandatory. The Subrecipient

shall provide such information in a form sufficient so that the City may direct-mail information and promotional materials. The Subrecipient shall make available staff that can provide referral services complete with appropriate contact person for City of Hollywood initiatives.

27. Either Subrecipient or a certified Housing Quality Standards (HQS) Inspector retained by Subrecipient, will perform all initial, annual, periodic and/or special unit inspections. Inspections shall be in accordance with the guidelines set forth in 24 CFR Sections 982.401 and 92.251.

28. Subrecipient shall adhere to lead based paint program requirements for all units in accordance with 24 CFR Part 35. This requirement applies to tenants requesting security/utility deposits as well as to those applying for rental assistance coupons. During initial and periodic inspections, an inspector acting on behalf of the Subrecipient and trained in visual assessment for deteriorated paint surfaces in accordance with the procedures established by HUD shall conduct a visual assessment of all painted surfaces in order to identify any deteriorated paint (24 CFR Part 35.1215(a)(1)). The visual assessment must take place as part of the initial and periodic inspections required by HUD (24 CFR Part 35, Section 92.209(i)). Tenant Based Rental Assistance cannot be provided until the unit passes the lead-based paint visual inspection.

29. If assisted occupancy has commenced prior to an annual or periodic inspection, and the visual assessment inspection reveals deteriorated lead-based paint, the owner shall stabilize each deteriorated paint surface in accordance with 24 CFR Part 35.1330(a) and (b). Such paint stabilization must be completed within 30 days of notification to the owner of the results of the visual assessment. Depending upon the scope of work undertaken to stabilize the paint, and if necessary, the owner at his/her expense, is responsible for relocating the tenants to a comparable, safe, and sanitary dwelling free of lead-based paint while the work is taking place. Paint stabilization is considered complete when clearance is achieved in accordance with 24 CFR Part 35.1340. The owner shall provide a notice to the occupants in accordance with 24 CFR 35.125(b)(1) and (c) describing the results of the clearance examination and send a copy to the Subrecipient.

30. Subrecipient shall provide lead-based paint disclosure information to all tenants and landlords. Optional blood level verification forms will be provided to tenants with children under the age of 6 who have selected units that were constructed prior to 1978. Addresses of tenants with children under the age of 6 living in pre-1978 structures will be provided to the Local Health Department quarterly. (Refer to 24 CFR 35.1225).

31. Subrecipient shall be fully obligated and liable under the provisions of this Agreement, notwithstanding its designation of any third party or parties for the undertaking of part or the entire program being assisted under this Agreement.

32. Subrecipient shall perform annual on-site inspections of rental housing occupied by tenants receiving HOME funds for tenant based rental assistance to determine compliance with the property standards set forth in 24 CFR Section 92.251.

33. During the term of a Rental Assistance Contract with a TBRA recipient and property owner, Subrecipient shall address questions, concerns, or disputes between TBRA recipients and property owners, provide clarifications of Program Guidelines, federal, and HOME requirements, and otherwise work with TBRA recipients and owners to ensure effective and compliant delivery of assistance.

34. The City of Hollywood monitoring agents will monitor the performance of Subrecipient as it relates to this Agreement on a periodic basis.

EXHIBIT "B"

BUDGET & REIMBURSEMENT SCHEDULE

Total HOME TBRA project funding is \$ _____ to provide rental or utility assistance or security or utility deposits. Subrecipient will be paid ten percent (10%) of the agreement amount or \$ _____ for the administration of the program, as described in "Exhibit B-1" and the remaining balance of the agreement based on 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:

Rental subsidies, Security & Utility Deposits	\$
Administrative Support	\$
Total Budget	\$

REIMBURSEMENT

Reimbursement will be based on performance and approval of eligible project expenses incurred.

EXHIBIT B-1
CONDITIONS PRECEDENT TO CITY'S DISBURSEMENTS

I. METHOD OF PAYMENT

A. Reimbursement

Unless otherwise stated, all Agreement funds will be released on a reimbursement basis. The Disbursement Request forms (**Exhibit B-2**) may be submitted no more often than monthly and Subrecipient may not request disbursement until such time as there is a need for reimbursement of eligible costs. No disbursement shall be made until the operating expenses are incurred and reimbursement requests have been approved by the CITY. The time-period for the CITY to process the disbursement request from submission of the request to availability of a check is **approximately 30 business days.**

The CITY's obligation to fund the disbursements to Recipient for the Services shall be limited to expenses incurred by Recipient **on or after DATE.**

B. Required Documentation

Subrecipient may use HOME funds for administrative expenses associated with operating the Program. Eligible administrative costs include costs associated with activities described in the general management oversight and coordination requirements at 24 CFR 92.207(a) to the extent that such activities are allowable under this Agreement. These include, but may not be limited to, costs associated with coordinating and overseeing the Program; advertising and promoting the Program, including affirmatively marketing the Program pursuant to the requirements of 24 CFR 92.351; maintaining appropriate Program records, including financial records, and submitting progress, financial, and other reporting to the City; taking applications, conducting intake interviews, and otherwise processing applications that do not proceed; and conducting required unit inspections.

Disbursement requests must be accompanied by receipts, cancelled checks, bank statements corresponding with cancelled checks, invoices, written bids, phone quotes and any other reasonable and legible documents to support the expenditure and amount of disbursement requested as may be deemed appropriate by the CITY in the CITY's sole discretion.

Requests for reimbursement of wages, salaries and fringe benefits must include copies of employee timesheets, demonstrating the number of hours worked per day and per week. Each timesheet must include the name of employee, title, amount to be reimbursed for employee, and must be signed by the employee and his or her supervisor. If a full-time employee is paid partially with HOME Funds, a time distribution sheet reporting the

number of hours spent working on HOME projects and on other non-HOME projects must be submitted. All requests for reimbursement of salary, wages and fringe benefits must be accompanied by timesheets (as indicated above) or copy of payroll register, a copy of the paycheck and corresponding bank statement reflecting the payment.

Disbursement requests for reimbursement of mileage must be accompanied by a log that identifies the employee, "from" where he or she traveled, "to" location, "number of miles", beginning and ending "odometer readings" and "purpose of trip." The mileage log must be signed by the employee and his or her supervisor. Mileage reimbursement will be the IRS Standard Mileage Rate.

Disbursement requests of allowable costs (i.e. rental or utility assistance or security or utility deposits), Subrecipient shall submit copies of the executed Rental Assistance Contract and records demonstrating payment by the Subrecipient (e.g. copies of cancelled checks) and all required information in accordance with Exhibit B-2. Recipient's failure to provide the CITY with the above required documentation to receive payment under this Agreement shall result in a denial of Recipient's disbursement request.

All reimbursement requests will be reviewed by staff for accuracy, completeness, and compliance with program guidelines. **SUBRECIPIENT** may be contacted with questions or for requests for additional documentation needed.

ADDITIONAL PROVISIONS

A. Requests for Disbursement

For each request for a disbursement, Recipient shall submit to the CITY a completed written disbursement request (each, a "Disbursement Request") on a copy of the Disbursement Request Form (**Exhibit B-2**). Recipient shall attach to each Disbursement Request such invoices, receipts and other documents required by CITY evidencing that the costs and expenses were actually incurred and paid for by Recipient and were expended on an authorized public service activity.

B. Conditions to Disbursements

General Conditions. The CITY shall have no obligation to make any disbursement, (a) unless the CITY is satisfied, in its sole and absolute discretion, that each and every condition precedent to the making of such disbursement has been satisfied, or (b) if an event of default or an event which, with the giving of notice or the passage of time, or both, would constitute an event of default, has occurred or is continuing.

EXHIBIT B-2
DISBURSEMENT REQUEST FORM

Beginning the first day of the second program month (, 2023) and each month thereafter, Subrecipient 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)

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)

The Community Development Division may provide a worksheet for accurate reporting.

EXHIBIT C
MONTHLY STATUS REPORT

To: Community Development Division
2600 Hollywood Blvd.- Old Library
Hollywood, FL 33020

Recipient: _____

Project/Program Name: _____

Report Period: _____ to _____ Date Submitted: _____

Person Completing Report: _____

Contact Phone: _____ Contact _____

Email: _____

PROGRESS REPORT: Describe progress to-date:

Provide a self-evaluation tool for improving the TBRA program for low and moderate-income persons. Include quantitative and qualitative measurements of success. Include copies of meeting notes, brochures, programs, promotional materials, or other information pertinent to the Contract.

HOW FUNDS WERE SPENT:

Copies of all canceled checks and bank statements during that report period must be attached to the monthly report to verify the payment of previously submitted invoices and billings. Account for all checks, including any voided checks.

ADDITIONAL COMMENTS: _____

I certify that to the best of my knowledge the data reported herein is true and correct.

Signed _____ Date: _____

Title: _____

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	Date and Ongoing
Commence recruitment of homeless families or those at-risk of homelessness in Hollywood for program, assignment to case management and review and update of any established care plans as appropriate	
Start placement of clients in units. Assist with move in needs (security and utility deposits, donation of furniture and household items from thrift stores if needed, etc.)	
Provide tenant based rental assistance, security deposits and utility deposits	Ongoing

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