

HOLLYWOOD HOME-ARP PROGRAM AGREEMENT
BETWEEN
CITY OF HOLLYWOOD, FLORIDA
AND
SUBRECIPIENT
FOR
ELIGIBLE SUPPORTIVE SERVICES TO QUALIFYING POPULATIONS

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 **FEDERAL ID** and Unique Entity Identifier (UEI) is **UEI #**.

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-ARP OR HOME-ARP PROGRAM: means the HOME-ARP Investment Partnerships American Rescue Plan Program (hereinafter "HOME-ARP" or "HOME-ARP Program"), with the goal of providing supportive services for qualifying individuals and families who are homeless, at risk of homelessness, or in other vulnerable populations that meet the definition of a "qualifying population".

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

SUBRECIPIENT: means **SUBRECIPIENT**, a nonprofit organization as sub grantee for the Project included in the City of Hollywood HOME-ARP Program.

ELIGIBLE SUPPORTIVE SERVICES: 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 in accordance with HUD CPD Notice 21-10, 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

3.1 Scope of Work. The Subrecipient agrees to provide to the City eligible services, activities, and/or programs in accordance with the HOME-ARP regulations set forth in the U.S. Department of Housing and Urban Development ("HUD") CPD-21-10 Notice ("Notice" or "HOME-ARP Notice"), the City's HOME-ARP programs as described in the City's HOME-ARP Allocation Plan and HOMR-ARP policies and procedures, this agreement and as described in Exhibit A, Scope of Services, and Exhibit B, Program Budget. Unless modified in writing as set forth in Article III by the parties hereto, the duties of the Subrecipient shall not be construed to exceed those services and duties specifically set forth in the Agreement.

3.2 Compliance with Approved Scope of Services. HOME-ARP Activities funded under this Agreement will be performed in accordance with the approved Scope of Services as described in Attachment A, the approved Program Budget in Attachment B, the terms of this agreement, and with the legal and administrative regulations governing federal, state, or other funds used in funding this agreement.

3.3 Qualifying Populations, Targeting, and Preferences. HOME-ARP requires that funds be used to primarily benefit individuals and families in the following specified "qualifying populations. The HOME-ARP Notice defines qualifying individuals or families as those that are (1) homeless, as defined in section 103(a) of the McKinney-Vento Homeless Assistance Act, as amended (42 U.S.C. 11302(a)) ("McKinney-Vento"); (2) at risk of homelessness, as defined in section 401 of McKinney-Vento; (3) fleeing, or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking; (4) part of other populations where providing supportive services or assistance would prevent a family's homelessness or would serve those with the greatest risk of housing instability; or (5) veterans and families that include a veteran family member that meet the criteria in one of (1)-(4) above. The Subrecipient agrees that activities funded under this Agreement will be in compliance with the Notice, the City HOME-ARP

Allocation Plan, and specified in the Scope of Services in Attachment A.

3.4 Eligible HOME-ARP Supportive Services. There are three categories specifically included as supportive services under HOME-ARP:

- (a) McKinney-Vento Supportive Services: McKinney-Vento Supportive Services under HOME-ARP are adapted from the services listed in section 401(29) of McKinney-Vento.
- (b) Homelessness Prevention Services: HOME-ARP Homelessness Prevention Services are adapted from eligible homelessness prevention services under the regulations at 24 CFR 576.102, 24 CFR 576.103, 24 CFR 576.105, and 24 CFR 576.106, and are revised, supplemented, and streamlined in Section VI.D.4.c.i in the HOME-ARP Notice.

3.5 Housing Counseling Services Housing counseling services under HOME-ARP are those consistent with the definition of housing counseling and housing counseling services defined at 24 CFR 5.100 and 5.111, respectively, except where otherwise noted. The requirements at 24 CFR 5.111 state that any housing counseling, as defined in 24 CFR 5.100, required under or provided in connection with any program administered by HUD shall be provided only by organizations and counselors certified by the Secretary under 24 CFR part 214 to provide housing counseling, consistent with 12 U.S.C. 1701x.

HUD has used its discretion in HOME-ARP to include eligible costs for supportive services that are necessary to assist the qualifying populations, prevent homelessness, or to enable qualifying households to obtain and maintain housing. The list of eligible costs associated with McKinney-Vento Supportive Services and Homelessness Prevention Services is in HUD CPD Notice 21-10 Section VI.D.4.C.i. The Subrecipient will provide Supportive Services that meet the eligible activities as described in the City HOME-ARP Allocation Plan for the activity as described in Exhibit A.

City or Subrecipient shall not make modifications in this Agreement or in Attachment A, Scope of Services, or Attachment B, Program Budget, except in writing as an amendment to the Agreement. Modifications shall be agreed to by both parties, with scope of work, schedule, and compensation to be negotiated at the time the modification is proposed by either party. Modifications that do not meet these requirements shall not be binding, and no further compensation will be allowed for any work performed.

ARTICLE IV
TERM OF AGREEMENT AND TERMINATION

The term of this Agreement shall commence on **Beginning Date** and shall expire on **Ending Date**. 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

5.1 The maximum amount of the City's HOME-ARP funding contribution under this Agreement shall not exceed **\$Total Agreement** in HOME funds inclusive of a Non-Profit Operating expense of **\$Operating Expense** and Non-Profit Capacity Building expenses of **\$Building Expense**. The City shall provide HOME-ARP Funds for eligible program and administrative expenses incurred to provide the programs and services as described in Exhibit A, Scope of Services, and outlined in the approved Program Budget, described in Exhibit B, upon determining satisfactory performance of eligible activities described in Article I of this Agreement.

5.2 Payment Procedures. Payments will be made to the Subrecipient quarterly, as necessary, during the period of this Agreement on a reimbursement basis. Prior to release of any payment, and by the 15th day of each quarter's final month, Subrecipient shall present to the to the City's designee, a billing statement requesting payment and certifying that services have been provided in compliance with the terms of this Agreement and that the incurred costs for which reimbursement is sought constitute eligible expenditures under this Agreement. No payment to the Subrecipient will be released without the City having first received such a billing statement and all required supporting documentation.

Once all documentation is received by the City, payment will be made to Subrecipient within 30 days after the receipt of billing for each service rendered during the month or months and required monthly reports. City has the right to appeal or ask for clarification on any Subrecipient billing within 30 days of receipt of billing. Until said appeal is resolved or clarification is accepted, no interest will accrue on that portion of the billing. In the event of a contested billing, only that portion so contested shall be withheld, and the undisputed portion shall be paid in accordance with this Article.

5.3 Eligible Expenses. All items of cost for which Subrecipient seeks reimbursement from the City must be contained in the Program Budget that is Attachment B to this Agreement and must be eligible costs that comply with the cost principles as specified in Article III. Any amendments to the approved Program Budget must be both requested and approved in writing.

5.4 Use of Funds. Funds provided to the Subrecipient under this Agreement shall be used only for the provision of the services described in the Scope of Services in Attachment A. Any funds paid to Subrecipient and found subsequently not to have been used or needed for said services, shall be returned to the City immediately.

5.5 Procurement. The Subrecipient shall comply with 24 CFR Part 85, 24 CFR Part 84.40-48 and with current City policies concerning the purchase of equipment or materials and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, equipment, etc.) shall revert to the City upon termination of this Agreement.

5.6 Reversion of Assets. Equipment purchased all or in part with HOME-ARP funds if sold, the Subrecipient shall return proceeds to the City. If costs were shared, pro-rate the amount of HOME-ARP funds to be returned to the City. Excess unused equipment purchased with HOME-ARP funds must be returned to the City or the Subrecipient shall pay the City the current fair market value for retained equipment less the percentage of non-HOME-ARP funds used to acquire the equipment

ARTICLE VI ADMINISTRATIVE AND PROGRAM REQUIREMENTS

6.1 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:

- i. The annual financial audit report shall include all management letters and Subrecipient's response to all findings, including corrective actions to be taken;
- ii. 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
- iii. 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:

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-ARP 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.

ARTICLE VII REPORTING AND RECORDKEEPING

7.1 Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in the HOME-ARP Notice that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- (a) Records providing a full description of each activity undertaken, including compliance with standards for Supportive Services in the HOME-ARP Notice;
- (b) Records evidencing that all HOME-ARP funds used for supportive services benefit individuals and families in qualifying populations;
- (c) Records, where applicable, demonstrating compliance with the termination of assistance requirement as described in the HOME-ARP Notice;
- (d) Records of the types of services provided under the Subrecipient program and the amounts spent on these services;
- (e) Financial records of HOME-ARP expenditures.

7.2 Access to Records. Subrecipient further agrees that City, HUD, and the Comptroller General of the United States or any of their duly authorized representatives, shall, at any time during normal business hours, as often as deemed necessary, have access to and the right to audit, examine, and reproduce such records and further agrees to include the above provision in all subcontracts. The Subrecipient shall furnish and cause each of its own subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

7.3 Record Retention. The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of project completion. Notwithstanding the above, If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.

7.4 Beneficiary Data. The following beneficiary data collected shall include:

1. Number of households served.
2. Housing Status
3. Veteran status
4. Ethnicity
5. Race

6. Household Size

7. Household Type

7.5 Quarterly Reporting. The Subrecipient shall provide to the City Community Development Department, by the 15th day of the month following the end of each calendar quarter a narrative report on the progress of their program/service in meeting the objectives and outcomes noted in the Program Description Attachment A to this Agreement, and summary information for the program's beneficiaries listed above. This report should outline outstanding achievements, as well as problems or issues of concern that have been encountered.

7.6 Project Monitoring. The City will monitor the performance of the Subrecipient against the goals and performance standards identified in this Agreement to include on-site monitoring visits. Any deficiencies noted in monitoring reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above monitoring requirements will constitute a violation of this contract and may result in the withholding of future payments.

7.7 Close outs. The Subrecipient's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over HOME-ARP funds, including program income.

7.8 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:

- (a) 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;

- (b) 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,
- (c) The requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR Part 8;
- (d) Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135;
- (e) 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;
- (f) 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
- (g) 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.

7.9 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:

- (a) 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;

- (b) 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;
- (c) 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
- (d) 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.

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

7.11 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.

7.12 Environmental Review. The City completed the environmental review process for the Program, determining that the activities included are Categorically 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.

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.

7.13 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.

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

7.15 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.

7.16 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.

7.17 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

- i. 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);
- ii. Financial information including, but not necessarily limited to, audits and related correspondence, accounting and financial records, indirect cost analyses, and internal controls and reconciliations;
- iii. 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;
- iv. 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:

- i. 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.);
- ii. 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;
- iii. Records, consistent with the Program Guidelines, demonstrating that each TBRA-assisted unit meets the Program's property standards;
- iv. Records demonstrating that each assisted tenant or family is income eligible in accordance with 24 CFR 92.203;
- v. 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:

- i. 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;
- ii. Records concerning lead-based paint in accordance with 24 CFR Part 35;
- iii. 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
- iv. Records supporting any requests for exceptions to the conflict of interest provisions in accordance with 24 CFR 92.356.

7.18 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 VIII GENERAL PROVISIONS

8.1 Certification Regarding Federal Assistance. Subrecipient certifies that the federal financial assistance amounts contained in the budget are the only amounts of federal assistance that is being contributed to this project. Subrecipient further certifies that if other governmental assistance is sought in the future, Subrecipient will promptly notify City.

8.2 Certification Regarding Lobbying. Subrecipient certifies, to the best of its knowledge and belief, that

- (a) 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 any 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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (b) 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for any subcontracts or sub-awards and that all

Subrecipients certify and disclose accordingly.

8.3 Employees, Contractors, and Agents. Pursuant to one or more written agreements, Subrecipient shall require Subrecipient's officers, managers, employees, contractors, subcontractors, agents, representatives, or any other person or entity hired, engaged, or otherwise used by Subrecipient to carry out the Subrecipient's obligations under this Agreement ("Employees, Contractors, and Agents") to comply with the applicable requirements in this Agreement in all respects, including but not limited to following all applicable laws and licensure requirements. Pursuant to one or more written agreements, Subrecipient shall require that the Employees, Contractors and Agents are aware of and abide by any applicable terms of this Agreement. Subrecipient shall be responsible for any failure of the Employees, Contractors, and Agents to adhere to the applicable terms of this Agreement. Without limiting the foregoing, such responsibility shall not be deemed to waive any indemnification rights or other rights that Subrecipient may have under other agreements with such Employees, Contractors, and Agents.

8.4 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and the permitted successors and assigns of the parties. Subrecipient may not assign its interests or obligations under this Agreement without the express, prior written consent of City.

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

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:

For City: CITY OF HOLLYWOOD
Community Development Division
2600 Hollywood Boulevard, Old Library Building
Hollywood, Florida 33020

For City Attorney Office of the City Attorney
Hollywood City Hall
2600 Hollywood Blvd. Room 407
Hollywood, Florida 33020

For Subrecipient: «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

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 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 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-ARP PROGRAM AGREEMENT WITH SUBRECIPIENT FOR ELIGIBLE SUPPORTIVE SERVICES TO QUALIFYING POPULATIONS

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 **Date of Execution** and **Signatory Name** signing by and through its **Signatory Title**, duly authorized to execute same.

AGREEMENT BETWEEN THE CITY OF HOLLYWOOD AND **SUBRECIPIENT** FOR HOME FUNDING

ATTEST:

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

PATRICIA A. CERNY, MMC
CITY CLERK

By: _____
GEORGE R. KELLER, JR., CPPT
CITY MANAGER

Date: _____

APPROVED AS TO FORM:

APPROVED BY:

DOUGLAS R. GONZALES
CITY ATTORNEY

DAVID KELLER, DIRECTOR OF
FINANCIAL SERVICES

SUBRECIPIENT

SUBRECIPIENT

By: _____

Print Name: _____

Title: _____
(President or other authorized Officer)

Date: _____

EXHIBIT "A"
QUALIFYING POPULATION AND SCOPE OF SERVICES

Eligible Program Participants "Qualifying Populations": Supportive services may be provided to individuals and families who meet the definition of a qualifying population, as described under "Qualifying Population" below, and who are not already receiving these services through another program. Program participants in other HOME-ARP activities are eligible for supportive services under this agreement, in accordance with policies and procedures developed by the City. These policies and procedures should identify the length of time that program participants may be served by HOME-ARP TBRA and/or HOME ARP rental housing before they will no longer be eligible as a qualifying population for purposes of this section.

Qualifying Populations:

I. Homeless, as defined in [24 CFR 91.5](#) *Homeless A, B, or C*:

- A. An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
 - 1. An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
 - 2. An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or
 - 3. An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;
- B. An individual or family who will imminently lose their primary nighttime residence, provided that:
 - 1. The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;

2. No subsequent residence has been identified; and
 3. The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks needed to obtain other permanent housing;
- C. Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:
1. Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)), or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);
 2. Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;
 3. Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and
 4. Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment;

II. At risk of Homelessness, as defined in [24 CFR 91.5](#) *At risk of homelessness*:

A. An individual or family who:

1. Has an annual income below 30 percent of median family income for the area, as determined by HUD;

2. Does not have sufficient resources or support networks, *e.g.*, family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the “Homeless” definition in this section; and
3. Meets one of the following conditions:
 - i. Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
 - ii. Is living in the home of another because of economic hardship;
 - iii. Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;
 - iv. Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, State, or local government programs for low-income individuals;
 - v. Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 people per room, as defined by the U.S. Census Bureau;
 - vi. Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
 - vii. Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan;
- B. A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C.

254b(h)(5)(A)), section 3(l) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(l)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or

- C. A child or youth who does not qualify as “homeless” under this section but qualifies as “homeless” under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.

III. Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking, as defined by HUD.

For HOME-ARP, this population includes any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking. This population includes cases where an individual or family reasonably believes that there is a threat of imminent harm from further violence due to dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return or remain within the same dwelling unit. In the case of sexual assault, this also includes cases where an individual reasonably believes there is a threat of imminent harm from further violence if the individual remains within the same dwelling unit that the individual is currently occupying, or the sexual assault occurred on the premises during the 90-day period preceding the date of the request for transfer.

- A. Domestic violence, which is defined in [24 CFR 5.2003](#) includes felony or misdemeanor crimes of violence committed by:
 - 1. A current or former spouse or intimate partner of the victim (the term “spouse or intimate partner of the victim” includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship);
 - 2. A person with whom the victim shares a child in common;
 - 3. A person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner;
 - 4. A person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving HOME-ARP funds; or

5. Any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.
- B. Dating violence which is defined in [24 CFR 5.2003](#) means violence committed by a person:
1. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
 2. Where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - i. The length of the relationship;
 - ii. The type of relationship; and
 - iii. The frequency of interaction between the persons involved in the relationship.
- C. Sexual assault which is defined in [24 CFR 5.2003](#) means any nonconsensual sexual act proscribed by Federal, Tribal, or State law, including when the victim lacks capacity to consent.
- D. Stalking which is defined in [24 CFR 5.2003](#) means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
1. Fear for the person's individual safety or the safety of others; or
 2. Suffered substantial emotional distress.
- E. Human Trafficking includes both sex and labor trafficking, as outlined in the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7102). These are defined as:
1. *Sex trafficking* means the recruitment, harboring, transportation, provision, obtaining, patronizing, or soliciting of a person for the purpose of a commercial sex act, in which the commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

2. *Labor trafficking means* the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

IV. Other Populations where providing supportive services or assistance under section 212(a) of NAHA ([42 U.S.C. 12742\(a\)](#)) would prevent the family's homelessness or would serve those with the greatest risk of housing instability. HUD defines these populations as individuals and households who do not qualify under any of the populations above but meet one of the following criteria:

A. Other Families Requiring Services or Housing Assistance to Prevent Homelessness is defined as households (i.e., individuals and families) who have previously been qualified as "homeless" as defined in [24 CFR 91.5](#), are currently housed due to temporary or emergency assistance, including financial assistance, services, temporary rental assistance or some type of other assistance to allow the household to be housed, and who need additional housing assistance or supportive services to avoid a return to homelessness.

B. At Greatest Risk of Housing Instability is defined as household who meets either paragraph (i) or (ii) below:

1. has annual income that is less than or equal to 30% of the area median income, as determined by HUD and is experiencing severe cost burden (i.e., is paying more than 50% of monthly household income toward housing costs);
2. has annual income that is less than or equal to 50% of the area median income, as determined by HUD, AND meets one of the following conditions from paragraph (iii) of the "At risk of homelessness" definition established at [24 CFR 91.5](#):
 - i. Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
 - ii. Is living in the home of another because of economic hardship;
 - iii. Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;

- iv. Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals;
- v. Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 persons reside per room, as defined by the U.S. Census Bureau;
- vi. Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
- vii. Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan

Veterans and Families that include a Veteran Family Member that meet the criteria for one of the qualifying populations described above are eligible to receive HOME-ARP assistance.

Scope of Work. The Subrecipient proposes to use HOME-ARP FUNDS to provide to the City eligible services, activities, and/or programs in accordance with the HOME-ARP regulations set forth in the U.S. Department of Housing and Urban Development ("HUD") CPD-21-10 Notice ("Notice" or "HOME-ARP Notice"), the City's HOME-ARP programs as described in the City's HOME-ARP Allocation Plan and HOME-ARP policies and procedures. The duties of the Subrecipient shall not be construed to exceed those services and duties specifically set forth in this Exhibit.

- I. Eligible Supportive Services under HOME-ARP: There are three categories specifically included as supportive services under HOME-ARP:
 - A. McKinney-Vento Supportive Services: McKinney-Vento Supportive Services under HOME-ARP are adapted from the services listed in section 401(29) of McKinney- Vento.
 - B. Homelessness Prevention Services: HOME-ARP Homelessness Prevention Services are adapted from eligible homelessness prevention services under the regulations at [24 CFR 576.102](#), [24 CFR 576.103](#), [24 CFR 576.105](#), and [24 CFR 576.106](#), and are revised, supplemented, and streamlined in [Section VI.D.4.c.i](#)

below.

- C. Housing Counseling Services: Housing counseling services under HOME-ARP are those consistent with the definition of housing counseling and housing counseling services defined at [24 CFR 5.100](#) and [5.111](#), respectively, except where otherwise noted. The requirements at [24 CFR 5.111](#) state that any housing counseling, as defined in [24 CFR 5.100](#), required under or provided in connection with any program administered by HUD shall be provided only by organizations and counselors certified by the Secretary under [24 CFR part 214](#) to provide housing counseling, consistent with [12 U.S.C. 1701x](#).
- II. Eligible Costs for McKinney Vento Supportive Services and Homelessness Prevention Services: Eligible costs for supportive services under either of these two categories include costs associated with the following services:
- A. Childcare: The costs of childcare for program participants, including providing meals and snacks, and comprehensive and coordinated developmental activities, are eligible. The childcare center must be licensed by the jurisdiction in which it operates in order for its costs to be eligible. The following conditions also apply:
- Children must be under the age of 13 unless the children have a disability.
 - Children with a disability must be under the age of 18.
- B. Education services: The costs of improving knowledge and basic educational skills are eligible costs including:
- Instruction or training in consumer education, health education, substance abuse prevention, literacy, English as a Second Language, and General Educational Development (GED).
 - Screening, assessment, and testing; individual or group instruction; tutoring; provision of books, supplies, and instructional material; counseling; and referral to community resources.
- C. Employment assistance and job training: The costs of establishing and/or operating employment assistance and job training programs are eligible, including classroom, online and/or computer instruction, on-the-job instruction, services that assist individuals in securing employment, acquiring learning skills, and/or increasing earning potential. The cost of providing reasonable stipends to program participants in employment assistance and job training programs is also an eligible cost.
- Learning skills include those skills that can be used to secure and retain a job, including the acquisition of vocational licenses and/or certificates.
 - Services that assist individuals in securing employment consist of:
 - Employment screening, assessment, or testing;
 - Structured job skills and job-seeking skills;
 - Special training and tutoring, including literacy training and pre-

- vocational training;
 - Books and instructional material;
 - Counseling or job coaching; and
 - Referral to community resources.

D. Food: The cost of providing meals or groceries to program participants is eligible.

E. Housing search and counseling services: Costs of assisting eligible program participants to locate, obtain, and retain suitable housing are eligible. Services are:

- Development of an action plan for locating housing;
- Housing search;
- Tenant counseling;
- Securing utilities;
- Making moving arrangements;
- Outreach to and negotiation with owners;
- Assistance submitting rental applications and understanding leases;
- Assessment of housing for compliance with HOME-ARP requirements for TBRA assistance
- Assistance obtaining utilities; and
- Tenant counseling;
- Mediation with property owners and landlords on behalf of eligible program participants;
- Credit counseling, accessing a free personal credit report, and resolving personal credit issues; and
- Payment of rental application fees;
- Other Housing counseling costs, as defined in [24 CFR 5.100](#), funded with or provided in connection with grant funds must be carried out in accordance with [24 CFR 5.111](#).

Please Note: When subrecipients provide housing services to eligible persons that are incidental to a larger set of holistic case management services, these services do not meet the definition of Housing counseling, as defined in 24 CFR 5.100, and therefore are not required to be carried out in accordance with the certification requirements of 24 CFR 5.111.

F. Legal services: Eligible costs are the fees charged by licensed attorneys and by person(s) under the supervision of licensed attorneys, for advice and representation in matters that interfere with a qualifying individual or family's ability to obtain and retain housing.

- Eligible subject matters are child support; guardianship; paternity; emancipation; legal separation; orders of protection and other legal remedies for victims of domestic violence, dating violence, sexual assault, human trafficking, and stalking; appeal of veterans and public benefit claim denials; landlord-tenant disputes; and the resolution of outstanding criminal warrants; landlord/tenant matters, provided that the services must be

necessary to resolve a legal problem that prohibits the program participant from obtaining permanent housing or will likely result in the program participant losing the permanent housing in which the program participant currently resides.

- Legal services for immigration and citizenship matters and for issues related to mortgages and homeownership are ineligible. Retainer fee arrangements and contingency fee arrangements are prohibited.
- Services may include client intake, receiving and preparing cases for trial, provision of legal advice, representation at hearings, and counseling.
- Fees based on the actual service performed (i.e., fee for service) are also eligible, but only if the cost would be less than the cost of hourly fees. Filing fees and other necessary court costs are also eligible. If the subrecipient is a legal services provider and performs the services itself, the eligible costs are the subrecipient's employees' salaries and other costs necessary to perform the services.

G. Life skills training: The costs of teaching critical life management skills that may never have been learned or have been lost during the course of physical or mental illness, domestic violence, dating violence, sexual assault, stalking, human trafficking, substance abuse, and homelessness are eligible. These services must be necessary to assist the program participant to function independently in the community. Life skills training includes:

- the budgeting of resources and money management, household management, conflict management, shopping for food and other needed items, nutrition, the use of public transportation, and parent training.

H. Mental health services: Eligible costs are the direct outpatient treatment of mental health conditions that are provided by licensed professionals.

- Mental health services are the application of therapeutic processes to personal, family, situational, or occupational problems in order to bring about positive resolution of the problem or improved individual or family functioning or circumstances. Problem areas may include family and marital relationships, parent-child problems, or symptom management.
- Services are crisis interventions; counseling; individual, family, or group therapy sessions; the prescription of psychotropic medications or explanations about the use and management of medications; and combinations of therapeutic approaches to address multiple problems.

I. Outpatient health services: Eligible costs are the direct outpatient treatment of medical conditions when provided by licensed medical professionals including:

- Providing an analysis or assessment of a program participant's health problems and the development of a treatment plan;
- Assisting program participants to understand their health needs;
- Providing directly or assisting program participants to obtain and utilize appropriate medical treatment;
- Preventive medical care and health maintenance services, including in-

- home health services and emergency medical services;
 - Provision of appropriate medication;
 - Providing follow-up services; and
 - Preventive and non-cosmetic dental care.
- J. Outreach services: The costs of activities to engage qualified populations for the purpose of providing immediate support and intervention, as well as identifying potential program participants, are eligible.
- Eligible costs include the outreach worker's transportation costs and a cell phone to be used by the individual performing the outreach.
 - Costs associated with the following services are eligible: initial assessment; crisis counseling; addressing urgent physical needs, such as providing meals, blankets, clothes, or toiletries; actively connecting and providing people with information and referrals to homeless and mainstream programs; and publicizing the availability of the housing and/or services provided within the PJ's geographic area.
- K. Substance abuse treatment services: Eligible substance abuse treatment services are designed to prevent, reduce, eliminate, or deter relapse of substance abuse or addictive behaviors and are provided by licensed or certified professionals. The costs include:
- Program participant intake and assessment;
 - Outpatient treatment;
 - Group and individual counseling
 - Drug testing;
 - Inpatient detoxification and other inpatient drug or alcohol treatment are ineligible.
- L. Transportation: Eligible costs are:
- The costs of program participant's travel on public transportation or in a vehicle provided by the subrecipient to and from medical care, employment, childcare, or other services eligible under this Notice;
 - Mileage allowance for service workers to visit program participants and to carry out housing inspections;
 - The cost of purchasing or leasing a vehicle in which staff transports program participants and/or staff serving program participants;
 - The cost of gas, insurance, taxes, and maintenance for the vehicle;
 - The costs of subrecipient staff to accompany or assist program participants to utilize public transportation; and
 - If public transportation options are not sufficient within the area, the subrecipient may make a one-time payment on behalf of a program participant needing car repairs or maintenance required to operate a personal vehicle, subject to the following:
 - Payments for car repairs or maintenance on behalf of the program participant may not exceed 10 percent of the Blue Book value of

the vehicle (Blue Book refers to the guidebook that compiles and quotes prices for new and used automobiles and other vehicles of all makes, models, and types);

- Payments for car repairs or maintenance must be paid by the PJ or subrecipient directly to the third party that repairs or maintains the car; and
- Subrecipients may require program participants to share in the cost of car repairs or maintenance as a condition of receiving assistance with car repairs or maintenance.
- The subrecipient must establish policies and procedures surrounding payments for the cost of gas, insurance, taxes, the one-time payment for car repairs or maintenance described above, and maintenance for vehicles of program participants. Such costs must be limited to program participants with the inability to pay for such costs and who, without such assistance, would not be able to participate in eligible services.

M. Case management: The costs of assessing, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant(s) are eligible costs. Subrecipients providing these supportive services must have written standards for providing the assistance. Eligible costs are those associated with the following services and activities:

- Conducting the initial evaluation, including verifying and documenting eligibility, for individuals and families applying for supportive services;
- Counseling;
- Developing, securing, and coordinating services;
- Using a centralized or coordinated assessment system that complies with the requirements;
- Obtaining federal, State, and local benefits;
- Monitoring and evaluating program participant progress;
- Providing information and referrals to other providers;
- Providing ongoing risk assessment and safety planning with victims of domestic violence, dating violence, sexual assault, stalking, and human trafficking;
- Developing an individualized housing and service plan, including planning a path to permanent housing stability; and
- Conducting re-evaluations of the program participant's eligibility and the types and amounts of assistance the program participant needs.

N. Mediation: HOME-ARP funds may pay for mediation between the program participant and the owner or person(s) with whom the program participant is living, provided that the mediation is necessary to prevent the program participant from losing permanent housing in which the program participant currently resides.

O. Credit repair: HOME-ARP funds may pay for credit counseling and other services necessary to assist program participants with critical skills related to

household budgeting, managing money, accessing a free personal credit report, and resolving personal credit problems. This assistance does not include the payment or modification of a debt.

- P. Landlord/Tenant Liaison: Costs of liaison services between property managers/owners and program participants are eligible HOME-ARP costs and may include:
- Landlord outreach;
 - Physical inspections and rent reasonable studies as needed to secure units;
 - Rental application fees and security deposits for clients, in accordance with the financial assistance costs requirements in (R);
 - Mediation services in (N) for housing issues that may arise between owner, property manager, or other residents and clients;
 - Coordination or assistance with the provision of other HOME-ARP eligible services to assist clients to maintain permanent housing.
- Q. Services for special populations: HOME-ARP funds may be used to provide services for special populations, such as victim services, so long as the costs of providing these services are eligible under this section. The term victim services means services that assist program participants who are victims of domestic violence, dating violence, sexual assault, stalking, or human trafficking including services offered by rape crisis centers and domestic violence shelters, and other organizations with a documented history of effective work concerning domestic violence, dating violence, sexual assault, stalking, or human trafficking.
- R. Financial assistance costs: HOME-ARP funds may be used to pay housing owners, utility companies, and other third parties for the following costs, as applicable:
- Rental application fees: Rental housing application fee that is charged by the owner to all applicants.
 - Security deposits: A security deposit that is equal to no more than 2 months' rent. This assistance is separate and distinct from the provision of financial assistance for First and Last Month's rent provided under this section and cannot be used to duplicate those costs.
 - Utility deposits: HOME-ARP funds may pay for a standard utility deposit or initiation fee required by the utility company or owner (if owner-paid utilities are provided) for all program participants for the following utilities:
 - Gas
 - Electric
 - Water
 - Sewer
 - Utility payments: HOME-ARP funds may pay for up to 24 months of utility payments per program participant, per service, including up to 6 months of utility payments in arrears, per service. A partial payment of a utility bill counts as one month. This assistance may only be provided if the program

participant or a member of the same household has an account in his or her name with a utility company or proof of responsibility to make utility payments. Eligible utility services are gas, electric, water, and sewage. No program participant shall receive more than 24 months of utility assistance within any 3-year period.

- Moving costs: HOME-ARP funds may pay for moving costs, such as truck rental or hiring a moving company. This assistance may include payment of temporary storage fees for up to 3 months, provided that the fees are accrued after the date the program participant begins receiving assistance under this section of the Notice and before the program participant moves into permanent housing. Payment of temporary storage fees in arrears is not eligible.
- First and Last month's rent: If necessary to obtain housing for a program participant, HOME-ARP funds may be used to make a pre-payment of the first and last month's rent under a new lease to the owner at the time the owner is paid the security deposit for the program participant's tenancy in the housing. This assistance must not exceed two month's rent and must be tracked for purposes of determining the total short- and medium-term financial assistance for rent that the program participant may receive. This assistance is separate and distinct from financial assistance for Security Deposits provided under this section and cannot be used to duplicate those costs.
- Payment of rental arrears: HOME-ARP funds may be used for a one- time payment for up to 6 months of rent in arrears, including any late fees or charges on those arrears, if necessary for the household to maintain their existing housing or, for those without housing, if necessary to remove a demonstrated barrier to obtaining housing.

S. Short-term and medium-term financial assistance for rent: Subject to the following conditions, a PJ may provide a program participant with short-term or medium-term financial assistance for rent, provided that the total financial assistance provided, including any pre-payment of first and last month's rent as described above, does not exceed 24 months of rental payments over any 3-year period.

- Short-term means up to 3 months.
- Medium-term means more than 3 months but not more than 24 months.
- The Subrecipient may make rental payments only to an owner with whom the Subrecipient has entered into a financial assistance agreement for rental payment. The financial assistance agreement must set forth the terms under which rental payments will be provided, including the requirements that apply under this agreement. The financial assistance agreement must provide that, during the term of the agreement, the owner must give the subrecipient a copy of any notice to the program participant to vacate the housing unit or any complaint used under State or local law to commence an eviction action against the program participant. The owner must serve written notice upon the program participant at least 30 days before termination of tenancy

specifying the grounds for the action. Each financial assistance agreement that is executed or renewed must comply with the requirements in [24 CFR 92.359](#).

- The subrecipient must make timely payments to each owner in accordance with the financial assistance agreement. The financial assistance agreement must contain the same payment due date, grace period, and late payment penalty requirements as the program participant's lease. The subrecipient is solely responsible for paying late payment penalties that it incurs with non-HOME-ARP funds.
- Rental payments cannot be provided unless the rent does not exceed the Fair Market Rent established by HUD, as provided under [24 CFR part 888](#), and complies with HUD's standard of rent reasonableness, as established under [24 CFR 982.507](#).
- Each program participant receiving financial assistance for rental payments must have a legally binding, written lease for the rental unit, unless the assistance is solely for rental arrears. The lease must be between the owner and the program participant. Where the financial assistance is solely for rental arrears, an oral agreement may be accepted in place of a written lease, if the agreement gives the program participant an enforceable leasehold interest under state law and the agreement and rent owed are sufficiently documented by the owner's financial records, rent ledgers, or canceled checks. New leases must have an initial term of 1 year unless a shorter period is agreed upon by the program participant and owner. The lease requirements in [24 CFR 92.359](#) apply to this financial assistance.
- Subrecipient must establish requirements to prevent the provision of short- or medium-term financial assistance for rent for the same period for which a program participant is receiving rental assistance or living in housing provided with ongoing assistance (such as project-based rental assistance or operating subsidies).
- If a program participant receiving financial assistance for short- or medium-term rental payments under this section meets the conditions for an emergency transfer under [24 CFR 5.2005\(e\)](#), HOME-ARP funds may be used to pay amounts owed for breaking a lease to effectuate an emergency transfer. These costs are not subject to the 24-month limit on rental payments.

- III. Ineligible costs - Financial assistance cannot be provided to a program participant who is receiving the same type of assistance through other public sources. Financial assistance also cannot be provided to a program participant who has been provided with replacement housing payments under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 USC 4601 et seq.) and its implementing regulations at [49 CFR part 24](#), or Section 104(d) of the Housing and Community Development Act of 1974 (42 USC 5304(d) and its implementing regulations at [24 CFR part 42](#), during the period of time covered by the replacement housing payments.

- IV. Program requirements and administration under [24 CFR part 214](#) apply to the provision of HOME-ARP Housing Counseling supportive services except those provisions related to current homeowners do not apply. Eligible HOME-ARP topics under Housing Counseling include but are not limited to the following examples:

| Rental Housing Counseling Topics (24 CFR 214.300(e)(4)) | Pre-Purchase Homebuying Topics (24 CFR 214.300(e)(1)) | Homeless Services Topics (24 CFR 214.300(e)(5)) |
|--|--|---|
| HUD rental and rent subsidy programs | Advice regarding readiness and preparation | Homeless assistance information regarding emergency shelter |
| Other federal, state, or local assistance | Federal Housing Administration insured financing | Other emergency services |
| Fair housing | Housing selection and mobility | Transitional housing |
| Rental search assistance | Housing search assistance | Referral to local, state, and federal resources (24 CFR 214.300(b)(2)) |
| Landlord tenant laws | Fair housing and predatory lending | |
| Lease terms | Budgeting and credit | |
| Rent delinquency | Loan product comparison | |
| Referrals to local, state, and federal resources | Purchase procedures and closing costs | |
| | Referrals to local, state, and federal resources | |

- B. Housing Counseling surrounding the following topics are ineligible under HOME-ARP:
- Resolving or preventing mortgage delinquency, including, but not limited to default and foreclosure, loss mitigation, budgeting, and credit;
 - Home maintenance and financial management for homeowners, including, but not limited to: Escrow funds, budgeting, refinancing, home equity, home improvement, utility costs, energy efficiency, rights and responsibilities of homeowners, and reverse mortgages.
- C. In accordance with [24 CFR 214.300\(a\)\(2\)](#), housing counselors must establish an action plan for each participating qualifying individual or family. Additionally, as per [24 CFR 214.300\(c\)](#), housing counselors must also make reasonable

efforts to have follow-up communications with participating qualifying individuals, when possible, to assure that the individual or family is progressing toward the housing goal established in the plan, to modify or terminate housing counseling, and to learn and report outcomes.

V. Termination of assistance to program participants:

A. Termination of assistance: The subrecipient may terminate assistance to a program participant who violates program requirements or conditions of occupancy or no longer needs the services as determined by the subrecipient. Termination under this section does not bar the subrecipient from providing further assistance at a later date to the same individual or family under this Notice.

B. Due process: The subrecipient must establish policies and procedures for termination of assistance to program participants. In terminating assistance to a program participant, the subrecipient must provide a formal process that recognizes the rights of individuals receiving assistance under the due process of law. This process, at a minimum, must consist of:

1. Providing the program participant with a written copy of the program rules and the termination process before the participant begins to receive assistance;
2. Written notice to the program participant containing a clear statement of the reasons for termination;
3. A review of the decision, in which the program participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and
4. Prompt written notice of the final decision to the program participant.

C. During this process, the subrecipient must provide effective communication and accessibility for individuals with disabilities, including the provision of reasonable accommodations. Similarly, the subrecipient must provide meaningful access to persons with limited English proficiency.

VI. Commitment: For supportive services, commitment means that before disbursing any HOME-ARP funds to any entity, the City executed a legally binding written agreement that complies with HOME-ARP requirements with Subrecipient providing the supportive service (that includes the date of the signature of each person signing the agreement).

VII. Policies and Procedures: Subrecipient must establish the following policies and procedures in compliance with Department of Housing and Urban Development (HUD) Notice: CPD-21-10 and consistent with City Community Development Policies.

EXHIBIT "B"

BUDGET & REIMBURSEMENT SCHEDULE

The maximum amount of the City's HOME-ARP funding contribution under this Agreement shall not exceed **\$Total Agreement** in HOME-ARP funds inclusive of a Non-Profit Operating expense of **\$Operating Expense** and Non-Profit Capacity Building expenses of **\$Building Expense**, 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.

HOME-ARP funds may be used to provide a broad range of supportive services to qualifying individuals or families as a separate activity or in combination with other HOME-ARP activities. Supportive services include: a) services listed in section 401(29) of the McKinney- Vento Homeless Assistance Act ("McKinney-Vento Supportive Services") (42 U.S.C.11360(29)), b) homelessness prevention services, and c) housing counseling services.

Supportive services may be provided to individuals and families who meet the definition of a qualifying population and who are not already receiving these services through another program. Program participants in other HOME-ARP activities are eligible for supportive services under this Notice in accordance with policies and procedures developed by the PJ. These policies and procedures should identify the length of time that program participants may be served by HOME-ARP before they will no longer be eligible as a qualifying population for purposes of this section.

Eligible Costs Associated with McKinney-Vento Supportive Services and Homeless Prevention Services as described in Exhibit A. If the services outlined in below are being directly delivered by the subrecipient, the following costs are eligible project delivery costs for those services:

- the costs of labor or supplies and materials incurred by the subrecipient in directly providing supportive services to program participants.
- the salary and benefit packages of the subrecipient staff who directly deliver the services.

These project delivery costs must be attributable to the identifiable objective of the service delivered, otherwise they are administrative costs of the subrecipient.

Eligible Costs Associated with Housing Counseling under 24 CFR 5.100 and 5.111: Costs associated with housing counseling services as defined at [24 CFR 5.100](#) and [5.111](#) are eligible under HOME-ARP. As homeowner assistance and related services are not

eligible HOME-ARP activities, costs for the provision of services related to mortgages and homeownership to existing homeowners are also not eligible under HOME-ARP. If a program participant is a candidate for homeownership, costs associated with pre-purchase homebuying counseling, education and outreach are eligible under HOME-ARP. Eligible costs are those costs associated with the services listed in [24 CFR part 214](#) and include, but are not limited to:

- Staff salaries and overhead costs of HUD-certified housing counseling agencies related to directly providing eligible housing counseling services to HOME-ARP program participants;
- Development of a housing counseling workplan;
- Marketing and outreach;
- Intake;
- Financial and housing affordability analysis;
- Action plans that outline what the housing counseling agency and the client will do to meet the client's housing goals and that address the client's housing problem(s);
- Follow-up communication with program participants.

Eligible Costs:

Operating Expense Assistance: HOME-ARP funds may be used to provide operating expense assistance to CHDOs and other nonprofit organizations. Operating expense assistance is defined as reasonable and necessary costs of operating the nonprofit organization. Eligible costs include:

- Employee salaries, wages and other employee compensation and benefits
- Employee education, training and travel
- Rent
- Utilities
- Communication costs
- Taxes
- Insurance
- Equipment, materials, and supplies.

HOME-ARP funds used for operating expenses must be used for the “general operating costs” of the nonprofit organization. These operating costs must *not* have a particular final cost objective, such as a project or activity, or must *not* be directly assignable to a HOME-ARP activity or project.

- For example: HOME-ARP funds for operating expenses may not be used for staffing costs to provide supportive services or develop HOME-ARP-rental housing (as operating costs to develop HOME-ARP rental housing are paid for by a developer fee which is a project delivery or soft cost).
- Capacity Building Assistance: HOME-ARP funds may be used to provide

capacity building assistance to CHDOs and other nonprofit organizations. Capacity building expenses are defined as reasonable and necessary general operating costs that will result in expansion or improvement of an organization's ability to successfully carry out for eligible HOME-ARP activities. Eligible costs include:

- Salaries for new hires including wages and other employee compensation and benefits;
- Employee training or other staff development that enhances an employee's skill set and expertise;
- Equipment (e.g. computer software or programs that improve organizational processes), upgrades to materials, and supplies; and
- Contracts for technical assistance or for consultants with expertise related to the HOME-ARP qualifying populations.
-

Limitations on Assistance:

- In any fiscal year, operating assistance provided to a nonprofit organization may not exceed the greater of 50 percent of the general operating expenses of the organization for that fiscal year, as described above, or \$50,000.
- In any fiscal year, capacity building assistance provided to a nonprofit organization may not exceed the greater of 50 percent of the general operating expenses of the organization, as described above, or \$50,000.
- If an organization receives both operating assistance and capacity building assistance in any fiscal year, the aggregate total amount of assistance it may receive is the greater 50 percent of the organization's total operating expenses for that fiscal year or \$75,000.

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 quarterly 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

All supportive service costs paid for by HOME-ARP must comply with the requirements of this Notice, including requirements in 2 CFR part 200, subpart E, Cost Principles that require costs be necessary and reasonable. If a qualifying household is already receiving the same eligible supportive service or has been approved to receive the same service through another program or provider, the program participant does not have a need for the HOME-ARP service and the costs related to the service do not comply with the Cost Principles. The Subrecipient is responsible for establishing requirements that allow a program participant to receive only the HOME-ARP services needed so there is no duplication of services or assistance in the use of HOME-ARP funds for supportive services. This may include the use of systems such as Homeless Management Information Systems in coordination with local supportive service providers, CoCs, and other nonprofit organizations. The Subrecipient may use HOME-ARP funds cover the actual total program costs and administrative overhead to provide the services contracted.

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-ARP Funds, a time distribution sheet reporting the number of hours spent working on HOME-ARP activities/services and on other non-HOME-ARP 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.

II. 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

The Subrecipient is required to submit quarterly accomplishment data and program performance reports to the Community Development Division, beginning with the quarter in which the written agreement was executed. The reports shall explain any problems encountered with the project's implementation for its supportive services activity.

The first quarter the Subrecipient is required to report is determined by the quarter in which the written agreement was executed. The quarters are standardized and align with the Federal fiscal year (i.e., October 1 – September 30). For example, if the agreement was executed on February 15, 2024, the first quarter for which the Subrecipient is required to submit accomplishments is the second quarter of Federal fiscal year (FY) 2024 (i.e., 01/01/2024 to 03/31/2024.). 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 Subrecipient shall provide data by Service Type (i.e., Supportive Services and/or Housing Counseling). The subrecipient must collect data separately for each service type. If a single household receives both Supportive Services and Housing Counseling in a single quarter, the household should be counted in both sections of the report.

Within each Service Type, data is also broken out by housing status (i.e., Homeless Households and Non-Homeless Households). If, for example, a household was experiencing homelessness in one quarter but then became housed and continued receiving Supportive Services in the next quarter, the household should be counted under “Supportive Services-Homeless Households” in the first quarter and under “Supportive Services- Non-Homeless Households” in the next quarter.

The Subrecipient is required to collect data on the following elements:

- *Total*: This is the total number of households served in this quarter.
- *New Households*: This is the number of households who were served in this quarter but who were not served in the previous quarter. For the first quarter in which the PJ is reporting, the number of “New Households” will be automatically populated to match the “Total.” This is because all households are being served for the first time in the first quarter.
- *Veteran*: A household with any Veteran member.

- *Hispanic*: The number of Hispanic households served.
- *Race*: (The sum of the sub-categories below must be equal to or less than the “Total”)
- White
 - Black
 - Asian
 - American Indian/Alaskan Native
 - Native Hawaiian/Pacific Islander
 - Other/Multi-Racial
- *Household Size*: (The sum of the sub-categories below must be equal to or less than the “Total”)
- 1
 - 2
 - 3
 - 4
 - 5
 - 6
 - 7
 - 8+
- *Household Type*: (The sum of the sub-categories below must be equal to or less than the “Total”)
- Single, non-elderly
 - Elderly
 - Single Parent
 - Two Parents
 - Other

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

SAMPLE

01/01/2022 to 03/31/2022
Not submitted

Add

Supportive Services → Homeless Households

| Total | New Household | Veteran | Hispanic | White | Black | Asian | American Indian/Alaskan Native | Race | | Native Hawaiian/Pacific Islander | Other/Multi-Racial | |
|-------|---------------|---------|----------------|-------|-------|-------|--------------------------------|---------------------|---------|----------------------------------|--------------------|-------|
| | | | Household Size | | | | | Household Type | | | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8+ | Single, non-elderly | Elderly | Single Parent | Two Parents | Other |

Supportive Services → Non-Homeless Households

| Total | New Household | Veteran | Hispanic | White | Black | Asian | American Indian/Alaskan Native | Race | | Native Hawaiian/Pacific Islander | Other/Multi-Racial | |
|-------|---------------|---------|----------------|-------|-------|-------|--------------------------------|---------------------|---------|----------------------------------|--------------------|-------|
| | | | Household Size | | | | | Household Type | | | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8+ | Single, non-elderly | Elderly | Single Parent | Two Parents | Other |

Housing Counseling → Homeless Households

| Total | New Household | Veteran | Hispanic | White | Black | Asian | American Indian/Alaskan Native | Race | | Native Hawaiian/Pacific Islander | Other/Multi-Racial | |
|-------|---------------|---------|----------------|-------|-------|-------|--------------------------------|---------------------|---------|----------------------------------|--------------------|-------|
| | | | Household Size | | | | | Household Type | | | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8+ | Single, non-elderly | Elderly | Single Parent | Two Parents | Other |

Housing Counseling → Non-Homeless Households

| Total | New Household | Veteran | Hispanic | White | Black | Asian | American Indian/Alaskan Native | Race | | Native Hawaiian/Pacific Islander | Other/Multi-Racial | |
|-------|---------------|---------|----------------|-------|-------|-------|--------------------------------|---------------------|---------|----------------------------------|--------------------|-------|
| | | | Household Size | | | | | Household Type | | | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8+ | Single, non-elderly | Elderly | Single Parent | Two Parents | Other |

EXHIBIT C
QUARTERLY STATUS REPORT

SUBRECIPIENT:

PROGRAM OR SERVICE:

APPROVED HOME-ARP GRANT AWARD: \$

BUDGET

| Project Budget Summary (See 24 CFR 570 Subpart J) | | | | |
|---|-----------------------|--------------------|-----------------------|---|
| Estimated Total Cost of Project: | | | | |
| HOME-ARP Funding for Project: | | | | |
| Total Number of People/ Units Served: | | | | |
| Total HOME-ARP Cost per Person/Unit | | \$/person | | |
| Amount and Source of Other Funds Leveraged for Project: <i>(Please submit proof of other funding sources)</i> | Source | Year | Amount | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Project Budget Detail | | | | |
| Specific Cost <i>Item/Description</i> | HOME- ARP Grant | Other Funds Source | Other Funds Amount | Total Amount <i>HOME- ARP + Other Sources</i> |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

REIMBURSEMENT

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

EXHIBIT "D"

TIMETABLE/SCHEDULE FOR PROJECT(S)

| Work Task | Completion Date |
|--|-----------------|
| Development of Policies and Procedures that adhere to regulatory requirements and dictate the course of action for the programs. The course of action includes identification of staff, other supportive resources, training, and other administrative responsibilities that directly serve the clients. | |
| Client Engagement, 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. | |
| Provide necessary supportive services described in Exhibit A. | |

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