

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

THIS FIFTH AMENDMENT to the March 21, 2014 Home Program Agreement, First Amendment dated June 23, 2015, Second Amendment dated October 19, 2016, Third Amendment dated August 29, 2018, and Fourth Amendment dated October 2, 2019 for Tenant-Based Rental Assistance (the "Agreement"), is dated effective as of the ____ day of _____, 2020, (the "Effective Date") and is agreed to between the CITY OF HOLLYWOOD, FLORIDA ("CITY"), and Hope South Florida, Inc., a not-for-profit organization authorized to do business in the State of Florida, its successors and assigns (Subgrantee). It is hereby mutually understood and agreed by and between the parties hereto that said Agreement is amended upon the terms, covenants, and conditions hereinafter set forth.

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

The term of this Agreement shall commence on March 1, 2014 and shall expire on ~~March 31, 2020~~ March 31, 2022. As a condition precedent to the effectiveness of this Agreement, funds for this Project Activity must be timely released pursuant to the United States HUD Home Investment Partnership Act Grant to the City. If such condition precedent fails to occur, then this Agreement shall become null and void and the parties shall be discharged from their respective obligations thereunder. This Agreement may be extended upon the approval of the City and acceptance by Subrecipient.

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

4.1 The total amount of HOME funding under this Agreement shall not exceed ~~\$596,065.00~~ \$815,896.00 inclusive of a total administrative fee of ~~\$59,606.50~~ \$81,589.60. ~~As of the date of this Fourth Amendment, the remaining balance of home funds in the amount of \$51,531.28 are for direct services and do not include an administrative fee.~~ As of the date of this Fifth Amendment, the total remaining balance of HOME funds is \$219,831.00 inclusive of administrative fees in the amount of \$21,983.10. Documentation that supports the utilization of administrative funds must be maintained. HOME funds in the amount of \$197,847.90 are for direct services. All HOME funds for direct services shall be solely used by Subrecipient for the Project Activity described in Exhibit "A" and expended in accordance with the Budget set forth in Exhibit "B" attached hereto and incorporated herein by reference. Subrecipient hereby acknowledges and agrees that all HOME funds shall be used in accordance with 24 CFR Part 92 including but not limited to the applicable uniform administrative requirements as set forth in Section 92.505. City shall not be responsible or liable to Subrecipient for any payments beyond the maximum funding set forth herein for eligible expenditures and encumbrances.

3. Exhibits "B","C" and "D" are hereby amended as more specifically set forth on the attached Exhibits.
4. All other provisions of the March 21, 2014 Agreement, First Amendment dated June 23, 2015, Second Amendment dated October 19, 2016, not in conflict with this Fifth Amendment shall be and remain the same and in full force and effect.

EXECUTION

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

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

ATTEST:

PATRICIA A. CERNY, MMC
CITY CLERK

JOSH LEVY, MAYOR

APPROVED BY:

CINTYA RAMOS, DIRECTOR
FINANCIAL SERVICES
DEPARTMENT

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

DOUGLAS R. GONZALES
CITY ATTORNEY

HOPE SOUTH FLORIDA, INC.

BY: _____
Signature

Title: _____

Print Name: _____

EXHIBIT "B"
BUDGET & REIMBURSEMENT SCHEDULE

Total HOME TBRA project funding is \$815,896.00. As of the date of this Fifth Amendment, the remaining balance of HOME funds is \$219,831.00 inclusive of a remaining balance of \$21,983.10 in administrative fees. Subgrantee will be reimbursed the remaining balance of the agreement on the basis of performance and eligible project expenses incurred in accordance with the terms and conditions set forth in the Agreement.

BUDGET

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

	Total Budget	Remaining Balance
Rental subsidies, Security & Utility Deposits	\$734,306.40	\$197,847.90
Administrative Support	\$ 81,589.60	\$ 21,983.10
Totals	\$815,896.00	\$219,831.00

REIMBURSEMENT

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

The Subgrantee shall submit a summary invoice that clearly details project expenses per client in table form. Said summary invoice shall detail reimbursement request for each category as listed in the budget and/or is permitted by Exhibit "A". The example below will satisfy the requirement but is not a mandatory format.

Ben. Info.	Sec./Utility Deposits	Tenant Rent	TBRA Subsidy	Total Rent
1	\$1,200.00	\$400.00	\$800.00	\$1,200.00
2	\$0.00	\$500.00	\$900.00	\$1,400.00
3	\$1,000.00	\$500.00	\$500.00	\$1,000.00
4	\$2,000.00	\$600.00	\$400.00	\$1,000.00
5	\$1,500.00	\$550.00	\$200.00	\$750.00
Sub. Tot.	\$5,700.00	\$2,550.00	\$2,800.00	\$5,350.00
Admin.	\$3,000.00			
Total	\$8,700.00		\$2,800.00	

The summary invoice shall be accompanied by canceled checks or other acceptable evidence of indebtedness. The invoice must be accompanied by a monthly performance report further described in Exhibit "C" attached.

EXHIBIT "C"
PERFORMANCE REPORTS

Beginning the first day of the second program month (April 1, 2014) and each month thereafter, HOPE South Florida, Inc. will submit program performance reports to the Department of Community and Economic Development. The report shall explain any problems encountered with the project's implementation, the selection policy statement including any preferences for individual with special needs, clearly indicate the names of the continuum of care referral agency, and attendance of clients who are receiving rental subsidies. The performance report must include the following:

I. Beneficiary Information:

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

II. Unit and Contract Information:

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

SEC. 1	Monthly report for:	Hope South Florida
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SEC. 2	Funding for:	FY 2014-2022	CITY
	Subrecipient	Hope South Florida	
	Tot. Allocation	\$815,896.00	
	Exp.	\$0.00	
	Committed	\$0.00	
	% of Tot. Allocation Committed	0%	
	Agreement Period (Months)	79	

SEC. 3	Quantifiable Goal	Participants	CITY
	(Term of Contract)	32 or more	

SEC. 4	Services Provided	Participants
	(Current Month)	

SEC. 5	Percentage of completion as per agreement.		CITY
	(Yearly)	0%	

SEC. 6 NOTABLE ACTIVITIES FOR THE MONTH

[illegible]

EXHIBIT "D"

TIMETABLE/SCHEDULE FOR PROJECT(S)

Work Task	Completion Date
Identification of and relationship building with landlords in Hollywood area using, list of landlords who accept Section 8 vouchers, and other resources. Screening of clients for intake	Ongoing
Commence recruitment of homeless families in Hollywood for program, assignment to case management and review and update of any established care plans as appropriate	03/01/14
Start placement of clients in apartments. Assist with move in needs (security and utility deposits; donation of furniture and household items from thrift stores if needed, etc.)	3/31/14
Provide tenant based rental assistance, security deposits and utility deposits	04/01/14
A minimum of seven (7) clients (70% of 7 households served per month) will have increased earned income, and/or obtained or retained employment	09/30/16
A minimum of five (5) clients (50% of 10 households served per month) who are receiving assistance will be living in and maintaining their own apartment	03/31/22

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