

FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF HOLLYWOOD AND LIBERIA ECONOMIC AND SOCIAL DEVELOPMENT, INC. (CDBG) TO PROVIDE A FEEDING SENIORS PROGRAM

THIS FIRST AMENDMENT to the October 1, 2019 LIBERIA ECONOMIC AND SOCIAL DEVELOPMENT, INC. CDBG 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 Liberia Economic and Social Development, Inc., a not-for-profit organization authorized to do business in the State of Florida, its successors and assigns ("Grantee"). 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. That Article IV entitled "Funding and Method of Payment" is amended as follows:
 - 4.1 That as of May 25, 2020, no funds have been expended and the maximum remaining amount payable by the City under this First Amendment shall be \$16,000.00.
2. That Article VIII entitled "Financial Responsibility" is amended as follows:
 - 8.4 SUBGRANTEE must comply with OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. SUBGRANTEE agrees to provide a program specific audited financial statement prepared by a certified public accountant. If SUBGRANTEE receives in excess of 50% of its organizational funding through grant sources, SUBGRANTEE shall agree to provide to the City an organization-wide audited annual financial statement. All grant funds from the City should be shown via explicit disclosure in the annual financial statements and/or accompanying notes to the financial statements. The cash match and in-kind contributions should also be shown. Such financial disclosure information shall be filed with the City within 180 ~~90~~ days after the close of SUBGRANTEE'S fiscal year. SUBGRANTEE is responsible for costs associated with the above-mentioned audit. Only costs associated with an audit of CDBG Funds shall be charged as an eligible program cost. However, any costs associated with an audit of CDBG Funds must be incurred prior to the expiration or termination of this Agreement. These costs may be charged on a direct basis or by proration or cost allocation. To ensure compliance with these auditing requirements, SUBGRANTEE shall initiate the audit process prior to the end of the fiscal year. Selection of an auditor should be completed by the end of the third quarter of SUBGRANTEE's fiscal year.
3. That a new Exhibit "A" entitled "Project Description" attached and incorporated by reference into the Agreement.
4. That a new Exhibit "B" entitled "Budget and Reimbursement Schedule" is attached and incorporated by reference into this Agreement.

5. That all other provisions of the October 1, 2019 Agreement shall be and remain the same and in full force and effect.

EXECUTION

IN WITNESS WHEREOF, CITY and Liberia Economic and Social Development, Inc, intending to be legally bound, have executed this First 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: _____
DAVID E. KELLER, INTERIM
DIRECTOR OF FINANCIAL
SERVICES

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE USE AND
RELIANCE OF THE CITY OF HOLLYWOOD,
FLORIDA, ONLY.

DOUGLAS R. GONZALES, CITY ATTORNEY

ATTEST:

LIBERIA ECONOMIC AND SOCIAL
DEVELOPMENT, INC.

SECRETARY

Print Name: _____

BY: _____

Signature

Title: _____

Print Name: _____

EXHIBIT "A"

PROJECT DESCRIPTION

**Liberia Economic and Social Development, Inc.
Spanish IPAS (In Pursuit of Academic Success) Program
and
Feeding Seniors Program**

Spanish IPAS (In Pursuit of Academic Success) Program

SUBGRANTEE operates its Spanish in Pursuit of Academic Success (IPAS) Program, which provides classes to 16 very low and low income Hollywood children enrolled at the South Broward Learning Center.

SUBGRANTEE's mission is for students to become bilingual as well as be taught to: 1) understand English better as both English and Spanish share their linguistic roots in Latin; 2) increase their cognitive skills; 3) develop early language skills; and 4) increase their multicultural skills that will allow them to thrive in an increasingly diverse community. Funds received from the City will go towards the operation of the program.

Specific objectives of Spanish IPAS (In Pursuit of Academic Success) Program shall be:

SUBGRANTEE will provide classes to 16 very low and low income Hollywood children enrolled at the South Broward Learning Center.

Feeding Seniors Program

As a result of the unprecedented health crisis caused by COVID-19, SUBGRANTEE will utilize their local Feeding Seniors Program to provide nutritious food to Hollywood seniors at, aged 62 or older, at their Food Choice Pantry location at 2334 Greene St., Hollywood, FL 33020, twice per week.

Specific objectives of the Liberia Economic and Social Development, Inc. Feeding Seniors Program shall be:

SUBGRANTEE will provide food to 50 Hollywood seniors per month during the remaining contract period.

The SUBGRANTEE agrees to aid in the dissemination of information and promotional materials relative to City of Hollywood initiatives that includes but is not limited to, placement of the promotional materials at the SUBGRANTEE offices and/or project sites as well as SUBGRANTEE disseminating information to participants that attend the programs. In addition, the SUBGRANTEE shall provide a complete mailing list of clientele with the exception of the clients where confidentiality is mandatory in accordance with any state, federal or local laws. The SUBGRANTEE shall provide such information in a form sufficient so that the City may direct-mail information and promotional materials. The SUBGRANTEE shall make available staff that can provide referral services complete with appropriate contact person for City of Hollywood initiatives.

EXHIBIT “B”
BUDGET AND REIMBURSEMENT SCHEDULE

Total CDBG project funding is not to exceed \$16,000.00

Spanish in Pursuit of Academic Success Program - \$0.00

SUBGRANTEE has not been paid for services under the Spanish in Pursuit of Academic Success Program.

Feeding Seniors Program – \$16,000.00

SUBGRANTEE will be paid on the basis of meeting their established performance objective of providing nutritious food to 50 Hollywood seniors, aged 62 or older, per month, at their Food Choice Pantry location at 2334 Greene St., Hollywood, FL 33020. Commencing on May 26, 2020 and continuing through September 30, 2020, SUBGRANTEE will be paid at the desired rate of \$160.00 per client for 50 clients for the remainder of the third quarter and at a rate of \$53.33 per client for the fourth quarter. The Feeding Senior Program services are anticipated to be provided according to the schedule below, and payments to the SUBGRANTEE are anticipated to be paid at the rate of \$8,000.00 total per the remaining third quarter and the fourth quarter for successfully meeting these services. [Except to remedy an under/over performance as more specifically set forth below].

For the period of May 26, 2020- June 30, 2020

- For the quarterly period between May 26, 2020- June 30, 2020, 50 clients shall be provided food at the rate of \$160.00 per month of this grant period. If the required 50 clients have been served each month during this period, the maximum quarterly amount will be paid.
- In the event that the number of clients participating is less than 50 clients during any month of the period, funding payments will be based upon the number of participating clients at the specified per-client rate during the quarterly period. If less than 50 clients participate in the programs during any month of the quarterly period, then the differential funding amount not expended in this quarterly period will carry over to the next quarterly period.
- In the event that more than 50 clients participate per month the attendance overage may be carried over and included in the client count for any quarter that the required 50 clients per month have not been served. If payment for any quarter will not equal the desired quarterly rate due to insufficient number of clients served, the per-client rate from a previous quarter's attendance overage can be added to bring the quarterly payment equal to the desired quarterly rate.

For the periods of July 1, 2020- September 30, 2020

- For the quarterly period between July 1, 2020 - September 30, 2020, 50 clients shall be provided food at the rate of \$53.33 per month of this grant period. If the required 50 clients have been served each month during this period, the maximum quarterly amount

- will be paid.
- In the event that 50 clients are not served during any month of this period, funding for each client served at the specified per-client rate will be paid. The remaining balance for unserved clients during this period may be used to cover any previous shortfall, not to exceed the agreement award.
 - In the event that more than 50 clients per month are served, the attendance overage may be used to cover any previous shortfall, not to exceed the agreement award.

The process for requesting contract payment is as follows:

The SUBGRANTEE shall submit a summary invoice that clearly details with each quarter's payment request and submit proper documentation to include a quarterly performance report further described in the attached Exhibit "C" and the demographic report. If the invoice and documentation are sent via electronic mail, the invoice must state *"This is an original, please do not pay from any other copy"* and must be signed by the agency's authorized representative.

EXHIBIT "C"

PERFORMANCE REPORTS

Beginning with the end of the first quarter of the contract year (October 1, 2019- December 31, 2019) and each quarter thereafter, SUBGRANTEE shall submit quarterly program performance reports to the Department of Development Services, Community Development Division. The report shall explain any problems encountered with the project's implementation and as follows: 1) List of clients (name, address, and any other pertinent information) and who reside in Hollywood ; and 2) A City-issued quarterly Demographic Report to be completed by Liberia Economic and Social Development, Inc.

In addition, beginning the last day of the first program quarter (December 31, 2019) and each quarter thereafter, the SUBGRANTEE shall complete a copy of sections 1, 4, and 6 of Exhibit "C" and submit to the Department n until services are completed.

SEC. 1	Quarterly report for:	Liberia Economic and Social Development, Inc.	
SEC. 2	Funding for:	FY 2019-2020	CITY
	Subrecipient	Liberia Economic and Social Development, Inc.	
	Tot. Allocation	\$16,000.00	
	Exp.	\$0.00	
	Committed	\$0.00	
	% of Tot. Allocation Committed	0%	
	Agreement Period (Annual)	Quarterly	
SEC. 3	Quantifiable Goal	Liberia Economic and Social Development, Inc. Spanish IPAS (In Pursuit of Academic Success) Program and Feeding Seniors Program	CITY
	(Quarterly)	50 for the 3rd quarter and 150 for the 4 th quarter)	
SEC. 4	Services Provided	Clients	
	(Current Quarter)		
SEC. 5	Percentage of completion as per agreement.		CITY
	(Yearly)	0%	

SEC. 6 NOTABLE ACTIVITIES FOR THE MONTH

EXHIBIT
"D"

TIMETABLE/SCHEDULE FOR PROJECT(S)

Spanish in Pursuit of Academic Success Program – October 1, 2019 – May 25, 2020 classes for 16 very low and low income Hollywood children enrolled at the South Broward Learning Center.

Feeding Seniors Program - May 26, 2020- September 30, 2020- Providing food to Hollywood seniors, 62 and older.

EXHIBIT "E"

OMB CIRCULARS A-110 AND A-133

Circulars are available at 2600 Hollywood Blvd., Room 119, Hollywood, FL 33020

EXHIBIT "F"

Outcome Measurements and Quantifiable Goals

The Agency's Outcome Measurements and Quantifiable Goals will coincide with all Exhibits.

EXHIBIT "G"

Evaluation and Monitoring

The Department will carry out periodic monitoring and evaluation activities based upon the Risk Analysis performed by the Department.

This agency is considered a Low Risk Applicant.

The Low Risk Applicant Monitoring Schedule – Quarterly desk reviews at each request for reimbursement and one on-site monitoring per year prior to third quarter reimbursement.

EXHIBIT “D”
TIMETABLE/SCHEDULE FOR PROJECT(S)