

**ADMINISTRATIVE AGREEMENT
BETWEEN
THE CITY OF KEY WEST, FLORIDA (GRANTEE)
AND
A.H. OF MONROE COUNTY, INC. (SPONSOR)
REFERENCE: U.S. HUD HOPWA GRANT #FL-H190020**

SECTION I. INTRODUCTION

The following Administrative Agreement is hereby entered into by the City of Key West (Grantee) and A.H. of Monroe County, Inc. (Sponsor) in the execution of U.S. HUD Grant #FL-H190020, Housing Opportunities for Persons with AIDS (HOPWA) shall be effective as of April 1, 2020 through March 31, 2023 or the three-year grant deadline as may be established by U.S. HUD (whichever expires first).

The general purpose of the Agreement is to outline the terms of implementation, responsibilities and requirements of the Grantee and Sponsor. This Agreement does not supersede any existing local, State and Federal requirements or specific Federal HOPWA regulations.

1. The Key West Housing Authority (KWH) and the City of Key West (the City) have entered into an Agreement dated July 20, 2004 that provides for the KWH to manage and operate the Community Development Office (CDO) on behalf of the City of Key West. The CDO is charged with the responsibilities of the implementation and administration of various State and Federal grants awarded to the City of Key West, Florida.
2. The City of Key West (the Grantee) hereby assigns to CDO under its Agreement with the KWH or otherwise designated by the City Commission, the responsibility to be the official representative of the City and to be responsible for the implementation and monitoring of the grant.
3. On behalf of the Sponsor, A.H. of Monroe County, Inc., the official representative for the authority and responsibility for implementation of the Grant shall be the Executive Director of A.H. of Monroe County, Inc., unless otherwise designated by the Board of Directors of A.H. OF MONROE COUNTY, INC.
4. All written correspondence/official notification between parties shall be to:

Community Development Office
1400 Kennedy Drive
Key West, Florida 33040

A.H. of Monroe County, Inc.
1434 Kennedy Drive
Key West, Florida 33040

SECTION II. GENERAL REQUIREMENTS

1. CDO shall provide a list of all initial/subsequent implementation documentation required from A.H. OF MONROE COUNTY, INC. A.H. OF MONROE COUNTY, INC. shall provide copies of the same in a timely manner. CDO shall review for inclusion in the official HOPWA Implementation Manual (upon acceptance with date stamp/initial approved). The following is a non-inclusive list of the required documentation:
 - a. Current A.H. OF MONROE COUNTY, INC. certificates of insurance (property, liability, workmen compensation, vehicle)
 - b. A.H. OF MONROE COUNTY, INC.'s Client Application/Admissions Policy

- c. A.H. OF MONROE COUNTY, INC.'s Client/Applicant Appeals Policy
- d. List of A.H. OF MONROE COUNTY, INC.'s support agencies and services provided to A.H. OF MONROE COUNTY, INC. clients
- e. A.H. OF MONROE COUNTY, INC.'s operating cost breakdown of A.H. OF MONROE COUNTY, INC.'s residential properties participating in HOPWA
- f. A.H. OF MONROE COUNTY, INC.'s client "Outreach Program" (advertisements, brochures, etc.)
- g. A.H. OF MONROE COUNTY, INC.'s Quarterly Report, Annual Client Survey
- h. Record Retention Policy

SECTION III. HOPWA FUNDING (Three Year HOPWA Allocation – Total \$1,430,000)

Project Summary Budget	HOPWA Funds	A.H. OF MONROE COUNTY, INC. Funds	Total
1. Operating costs of A.H. OF MONROE COUNTY, INC.	\$ 0	\$ 0.00	\$ 0.00
2. Supportive Services	0	228,184	228,184
3. Housing Information/A.H. OF MONROE COUNTY, INC. Staff	120,000	231,906	351,906
4. Rental Assistance for HOPWA Clients	1,180,000	30,000	1,210,000
5. Administrative Costs for CDO	39,000	0	39,000
6. Administrative Costs for A.H. OF MONROE COUNTY, INC.	91,000	0	91,000
TOTAL BUDGET	\$ 1,430,000	\$ 490,090	\$ 1,920,090

SECTION IV. REQUESTS FOR FUNDS

GENERAL: All HOPWA fund requests from A.H. OF MONROE COUNTY, INC. to the City shall be through CDO and contain two of the three A.H. OF MONROE COUNTY, INC. signatures of the following A.H. OF MONROE COUNTY, INC. positions as verification of the funding request in compliance with this Agreement:

- (1) Executive Director (2) Chief Financial Representative (3) President

The Director of CDO shall review each A.H. OF MONROE COUNTY, INC. fund request with required documentation and verify the appropriate budget line-item for reimbursement to A.H. OF MONROE COUNTY, INC. The CDO Director shall provide in writing to the Director of Finance, KWHA, a request for funds on behalf of the Grantee, City of Key West, from the U.S. Department of Housing & Urban Development. Upon receipt of such funds from HUD, CDO shall issue the funds to A.H. OF MONROE COUNTY, INC. in a timely manner.

Housing Information/A.H. OF MONROE COUNTY, INC. Staff. Costs associated with eligibility determination, program compliance, maintenance of client files, referrals within the Coordinated Assessment System (CAS) and documented in the Homeless Management Information System

(HMIS) for the homeless and chronically homeless. Assist beneficiaries in locating appropriate housing through all community housing resources.

Rental Assistance. The rental assistance is based on the issuance of monthly rental vouchers consistent with the obligated funds under the approved budget for this purpose established with this Administrative Agreement and the HOPWA Grant Agreement Project Number FL- H190020. The exact number of vouchers issued is based on the A.H. OF MONROE COUNTY, INC. client's monthly portion and the established HUD Fair Market Rents. A.H. OF MONROE COUNTY, INC. shall contract for a physical inspection of each rental property for program compliance and furnish a Housing Quality Standards Inspection Report along with Amenities for Subsidized Unit form for approval by CDO prior to entering into any lease agreement or lease renewal agreement eligible for HOPWA rental assistance. All requested contract rents shall be subject to a Rent Reasonableness Statement from CDO prior to approval and shall not exceed the annual HUD established Fair Market Rents for Monroe County by more than 10%. This amount may be increased up to 45% with approval from CDO on a case-by-case situation. The same rental assistance procedure shall be followed for A.H. OF MONROE COUNTY, INC. properties housing HOPWA eligible clients. A.H. OF MONROE COUNTY, INC. shall submit a monthly Housing Assistance Payments (HAP) Request/Certification to CDO for reimbursement of A.H. OF MONROE COUNTY, INC. authorized Monthly Rental Assistance portions (Exhibit A) no later than the 10th of the following month. This Exhibit maybe changed through mutual written consent of A.H. OF MONROE COUNTY, INC. and CDO to meet any future program, audit, and/or administrative requirements.

Rental Assistance may be to any approved rental property within A.H. OF MONROE COUNTY, INC. official services area which incorporates Monroe County, Florida.

Administrative Costs for CDO. CDO shall submit a monthly pro-rated administrative costs reimbursement to the Director of Finance, KWHA, based on the 1/36th of the HUD approved administrative costs for the Grantee (\$1,083.33). CDO shall not be required to provide any further verification for administrative costs unless HUD has activated the Fund Abatement/Termination section of this Agreement.

Administrative Costs for A.H. OF MONROE COUNTY, INC. A.H. OF MONROE COUNTY, INC. shall submit a monthly pro-rated administrative costs reimbursement with each monthly HAP Request/Verification based on 1/36th of the HUD approved administrative costs for the Sponsor (\$2,527.77). A.H. OF MONROE COUNTY, INC. shall not be required to provide any further verification for administrative costs, unless CDO and/or HUD has activated the Fund Abatement/Termination section of this agreement.

SECTION V. RECORD KEEPING, REPORTING AND AUDIT REQUIREMENTS

A. A.H. of Monroe County, Inc.

1. A.H. OF MONROE COUNTY, INC. shall have the direct responsibility for all primary record keeping, reporting and audit requirements in accordance with local, State and Federal requirements or

specific HOPWA regulations. All A.H. OF MONROE COUNTY, INC. grant recipient records shall be available to the authorized CDO designee, HUD program coordinator, and assigned Grantee and/or HUD independent auditors for the term of the grant. Each client file shall be documented and consistent with the File Audit Form (Exhibit B).

2. The annual A.H. OF MONROE COUNTY, INC. independent audit shall be furnished to the Grantee and CDO no later than six (6) months from the conclusion of A.H. OF MONROE COUNTY, INC.'s fiscal year-end.
3. A.H. OF MONROE COUNTY, INC. shall provide to CDO in timely manner proof of current coverage of all required insurance annually.
4. A.H. OF MONROE COUNTY, INC. shall provide an Annual Progress Report (Exhibit C) to the Grantee and CDO no later than May 31 each year for the period of the Grant.
5. A.H. OF MONROE COUNTY, INC. shall provide a Quarterly Narrative Report to the Grantee and HUD implementation Status Report, which must include racial and ethnic data on participants for program monitoring and evaluation purposes, as HUD may establish for purpose of carrying out the program in an effective and efficient manner.
6. A.H. OF MONROE COUNTY, INC. shall provide Grantee and HUD an annual survey of all clients receiving HOPWA voucher assistance to determine their level of satisfaction with the availability of housing options and the supportive services provided through the program. This report will be due 30 calendar days after the end of A.H. OF MONROE COUNTY, INC.'s fiscal year or at a date determined by either CDO and/or HUD.

B. Community Development Office (CDO)

7. CDO shall administratively conduct a spot review of a minimum of 10% of the HOPWA (A.H. OF MONROE COUNTY, INC.) Client Eligibility Records on a quarterly basis. The Grantee shall conduct an annual independent audit of CDO, which includes the Grantee HUD Program requirements per HOPWA Grant Agreement FL-H190020.
8. CDO shall maintain a quarterly review of HOPWA program requirements, initiatives and results in the development of a database and evaluation criteria for inclusion in any Reports to be submitted to the Grantee, Sponsor and the U.S. Department of Housing and Urban Development (see Exhibit D). A.H. OF MONROE COUNTY, INC. shall cooperate with CDO in providing records and documents for the quarterly evaluation reviews.

SECTION VI. A.H. OF MONROE COUNTY, INC. SUPPLEMENTAL SERVICES

A.H. OF MONROE COUNTY, INC. shall provide at a minimum, the following supplemental supportive services to eligible clients:

- a. Case Management
- b. Food and Nutrition Services
- c. Dental Services
- d. Specialty Physicians
- e. Physician Prescribed Drugs
- f. Ambulatory Care
- g. Health Insurance
- h. Mental Health Services
- i. Transportation
- j. Translation Services
- k. Volunteer Services – Meals Delivery, Cleaning, Shopping, and “Buddies”

SECTION VII. A.H. OF MONROE COUNTY, INC. RENTAL ASSISTANCE PROGRAM

1. Per Section II, A.H. OF MONROE COUNTY, INC. shall provide and receive approval from CDO of all required HOPWA Rental Assistance Policy and Procedures required by the Grantee and HUD under the terms of the Grant Application, local, State and Federal regulations.
2. A.H. OF MONROE COUNTY, INC. shall conduct a countywide information/educational outreach of HOPWA rental assistance availability in compliance with the city, county, State and Federal Fair Housing ordinances, regulations, and statues. Such outreach shall have a specific outreach component targeted to reach geographically isolated minority populations.
3. A.H. OF MONROE COUNTY, INC. shall initially verify client’s eligibility and client’s monthly rental portion and verify thereafter thirty (30) days prior to the client’s participation anniversary date. Interim verifications and adjustments shall be in accordance with the HOPWA Administrative Plan and procedures. All verifications shall be available to CDO for review and approval prior to lease-up or lease renewal.
4. A.H. OF MONROE COUNTY, INC. shall provide each applicant and each client a copy of the HOPWA appeals Procedure.

SECTION VIII. ABATEMENT AND/OR TERMINATION OF FUNDING


1. CDO may abate any payment request it find to be inaccurate, incorrect, and/or insufficient to meet the terms and conditions of the Housing Opportunities for Persons with AIDS , Grant Agreement FL-H190020.
2. The City of Key West or its representatives shall not be responsible to A.H. OF MONROE COUNTY, INC. for any payments based on the termination of the Grant by the U.S. Department of Housing and Urban Development.
3. Any HOPWA payments made to A.H. OF MONROE COUNTY, INC. that may be subsequently determined to be ineligible for fraudulent based on local and Federal audit findings shall be subject to repayment by A.H. OF MONROE COUNTY, INC. to HUD.

SECTION IX. AMENDMENT TO AGREEMENT

This Agreement may be amended as required by mutual written consent between the GRANTEE (City of Key West) and the SPONSOR (A.H. of Monroe County, Inc.).

Gregory W. Veliz, City Manager
City of Key West
HOPWA GRANTEE

Date: _____



Christopher Elwell, President
A.H. of Monroe County, Inc.
HOPWA SPONSOR

Date: 5/28/20