

**SUBRECIPIENT AGREEMENT
CITY OF LAUDERHILL/LAUDERHILL HOUSING AUTHORITY
STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM**

THIS AGREEMENT, is made and entered into this ____ day of _____, 2019, by and between CITY OF LAUDERHILL, a municipal corporation created and existing under the laws of the State of Florida, acting by and through its City Commission (the “City”), and the Lauderhill Housing Authority, a public body corporate and politic, hereinafter referred to as (LHA)

WITNESSETH:

WHEREAS, the City and LHA have legal authority to perform general government services within the boundaries of Lauderhill; and

WHEREAS, the City and LHA are authorized by §163.01, Florida Statutes, to enter into Interlocal Agreements and thereby cooperatively utilizing their powers and resources in the most efficient manner possible; and

WHEREAS, the William E. Sadowski Affordable Housing Act (Chapter 92-317, Laws of Florida, incorporated herein by reference) created §420.907-420.9079 Florida Statutes, the “State Housing Initiatives Partnership Program” (“SHIP”), which authorizes funds in the Local Government Housing Trust Fund (the “Fund”) to be distributed to approved counties and municipalities within the County pursuant to an Interlocal Agreement; and

WHEREAS, City of Lauderhill is an approved City and the Lauderhill Housing Authority is an eligible public body within the City; and

WHEREAS, the City and LHA have determined that SHIP Program funds can be more effectively and efficiently utilized and managed through a Subrecipient Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. The recitals contained in the Preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. The City and LHA do hereby agree that the SHIP Program funds which are to be distributed to the City as provided in §420.9073, Florida Statutes, shall be allocated jointly to the City and LHA for purposes identified in the mutually approved City of Lauderhill Local Housing Assistance Plan (LHAP). The implementation of SHIP Program activities shall be undertaken cooperatively by the City, through its Grants Division, and LHA, through its Housing Office in accordance with the Terms and Conditions provided in Exhibit I, attached hereto and incorporated herein.

3. Unless earlier terminated pursuant to other provisions of this Interlocal Agreement, the term of this Agreement shall run concurrent with the distribution of SHIP Program funds which are allocated jointly to the City and LHA, and shall minimally continue for the duration of the 2016-2019 and 2019-2022 LHAP.
4. The City and LHA direct the Florida Housing Finance Corporation (the "Corporation") to distribute and allocate the SHIP Program funds in accordance with this Subrecipient Agreement and authorize the Corporation to rely on the City's and LHA stated intent and their authority to execute this Subrecipient Agreement.
5. The SHIP Program funds so distributed will be deposited in a single depository trust fund account created and managed by City of Lauderhill, which shall be administered by the Finance Department. This account shall be known as the State Housing Initiatives Partnership Trust fund (hereinafter referred to as "Local Fund"), to which SHIP funds are distributed by the State of Florida/Florida Housing Finance Corporation. The Corporation will be notified of any change in the Local Fund Status and the parties agree to have such Local Fund audited annually as required by Chapter 420, Florida Statutes, and Rule 67-37, Florida Administrative Code. Since all distributions from the Local Fund shall be processed by the City of Lauderhill, parties hereto agree that the Comprehensive Single Audit of the accounts and records of the City with respect to SHIP revenues and expenditures shall constitute the audit for the Subrecipient as described in the SHIP Regulations. The Parties hereto agree that the Local Fund may be allocated at a pro-rata charge by the City based upon the cost of the independent audit.
6. Provided this Subrecipient Agreement remains effective between the City and LHA, both parties agree that they will not do anything to jeopardize the other party's right to receive its allocation from the Local Fund.
7. The City has adopted an LHAP Incentives Plan as outlined in its LHAP and both parties mutually understand that the relevant law requires the continuing monitoring and implementation of said Plan for the purpose of enhancing and providing affordable housing. Both parties agree to cooperate in ensuring that the requirements and spirit of applicable laws are satisfied.
8. Neither party shall use any revenues distributed and allocated for purposes other than those authorized by §420.9072(7), Florida Statutes, or as stipulated in Rule 67-37, Florida Administrative Code.
9. If at any time during the term of this Subrecipient Agreement, the City or LHA which are the parties to this Agreement believe that the intent of the parties as set forth herein is not being accomplished, or that the terms of the Agreement are not fair, such entity may, upon the giving of ninety days written notice, renegotiate the terms and provision of this Agreement prior to the commencement of the next fiscal year the noticing party shall cease to be a party to this Agreement and this Agreement shall terminate and be of no further force of

effect as to such party and the funds shall be allocated as provided by law. If the City shall cease to be eligible for allocation and distribution of SHIP funds, so shall LHA.

10. The City shall prepare and submit a single consolidated annual report incorporating all activities undertaken with SHIP funds in compliance with the reporting provision of Rule 67-37, Florida Administrative Code.
11. The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.
12. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, and the parties stipulated that venue, for any matter, which the laws of this Agreement shall be in the County of Broward.
13. This Agreement shall become effective, after being properly executed by the parties, when filed with Lauderhill City Clerk's Office. The City shall be responsible for such filing.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates, under each signature:

CITY OF LAUDERHILL

LAUDERHILL HOUSING AUTHORITY

[Grantee]

[Subrecipient]

By _____
CITY MANAGER

By _____

Title _____

Countersigned: _____
FINANCE OFFICER

FEID# _____

D&B# _____

Attest _____
CITY CLERK

(seal):

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

CITY ATTORNEY

EXHIBIT I
TERMS AND CONDITIONS
SHIP PROGRAM IMPLEMENTATION

1. PROJECT

LHA shall provide and implement a purchase assistance with rehabilitation and owner-occupied rehabilitation program for income eligible households in City. Any and all set-aside requirements must be met before assisting moderate households.

2. PURPOSE OF PROGRAM

The purpose of the program is to:

- a. Meet the housing needs of the very low-, low-, and moderate-income households;
- b. Expand production of and preserve affordable housing; and
- c. Further the housing element of the local government comprehensive plan specific to affordable housing.

3. LEVERAGE

The LHAP is intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be leveraged with, or used to supplement other Florida Housing Finance Corporation programs and to provide local match to obtain federal housing grants or programs.

4. WAITING LIST AND PRIORITIES

The City will not establish a waiting list. Funding will be administered on a first-qualified, first-served basis for Rehabilitation strategies and first-qualified, first-closed, first-served basis for Purchase Assistance strategy.

5. DISCRIMINATION

In accordance with the provision of ss. 760.20-760.37, it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or marital status in the award application process for eligible housing.

6. INCOME LIMITS

Income limits are based on Broward County/Fort Lauderdale Metropolitan Statistical Area (MSA) and adjusted for household size. The income limits used in the SHIP Program are updated by the Department of Housing and Urban Development and posted at www.floridahousing.org. Limits are subject to change on an annual basis. LHA shall use the most current limits when determining eligibility.

7. AFFORDABLE HOUSING ADVISORY COMMITTEE

The City has established and staff the Affordable Housing Advisory Committee (AHAC) in accordance with the provisions of §420.907-9079, Florida Statutes. The City has solicited

and appointed representatives for such committee. LHA shall act as the liaison for the committee meetings. City staff will be present

8. MORTGAGE/LIEN RELEASES

Requests for payoffs and mortgage/liens cancellations shall be directed to the City. The preparation of mortgage/lien cancellations shall be prepared by the City and signed by the City Manager. Any funds to be returned to the SHIP program shall be deposited into the local Fund. All program income shall be used in accordance with SHIP program guidelines.

9. MONITORING

LHA will provide files to the City as requested and required for monitoring of the SHIP Program by City auditors and/or the Florida Housing Finance Corporation or its agents. Monthly reports must be completed and submitted to the City by the 5th of each month beginning the month after the execution of this Agreement.

10. ANNUAL REPORTS AND LOCAL HOUSING INCENTIVES CERTIFICATION

The City will serve as the primary agent for preparation and submission of online annual report to Florida Housing Finance Corporation. LHA will provide supporting information as required for the City to complete the annual report. LHA will maintain the SHIP tracking spreadsheet to maintain set-aside compliance and tracking of expenditures.

11. PROJECT SELECTION

The City will identify projects for funding in accordance with the strategies presented in the Local Housing Assistance Plan. Individual client files will be solicited and awarded through LHA. Files will be presented to the City for approval. All calls and inquires for the housing rehabilitation and purchase assistance programs shall be directed to LHA for assistance.

12. TERMINATION

This Agreement may be terminated for convenience by either party, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the City upon such notice as the City deems appropriate under the circumstances in the event the City determines that termination is necessary to protect the public health, safety, or welfare.

13. ADMINISTRATIVE CAP

LHA shall not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund on administrative costs. Funding in excess of the cap shall be the expense of LHA.

14. PURCHASE PRICE LIMITS

The sales price or value of new or existing housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing unit is located. Such average area purchase price may be that calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the awards occurs. The sales

price of new and existing units, which can be lower but not exceed 90% of the median area purchase price established by the U.S. Treasury.

LHA shall use the City's Underwriting Guidelines in determining eligible for purchase and rehabilitation activities.

15. PROGRAM INCOME

Funds to be returned to the SHIP program shall be deposited into the local Fund. All program income shall be used in accordance with SHIP program guidelines.

16. USE OF FUNDS

Funds shall be used for eligible administrative costs, and purchase assistance and rehabilitation strategies as outlined in the City of Lauderhill's approved 2019-2020 Local Housing Assistance Plan.

Administrative costs may include salaries and benefits for housing personnel, training and travel related expenses for increasing capacity of program staff, and office expenses and overhead that are directly related to the SHIP program.

17. DISBURSEMENT OF FUNDS/PAYMENT

The maximum amount payable of SHIP funds to LHA under this Agreement shall be Seven Hundred Thirteen Thousand Five Hundred Ten dollars (\$713,510.00). This Agreement is subject to the availability of SHIP funds, No City funds shall be payable under this Agreement.

If LHA is in compliance with the SHIP Rule and Regulations of Florida Housing Finance Corporation and the terms of this Agreement, including procedures for invoices and payments set forth, City shall reimburse LHA for eligible project expenses expended, unless a suspension of payment of this Agreement has occurred. At no time shall the City disburse SHIP funds to LHA if LHA is not in compliance with the terms of this Agreement or for any Project expenses sought to be reimbursed by LHA that are not eligible for reimbursement under SHIP Rule and Regulations. If Florida Housing Finance Corporation reduces the SHIP distribution to the City, City shall reduce LHA's allocation proportionately.

City shall suspend payment under this Agreement for any of the following event:

- a. Ineligible use of SHIP funds;
- b. Failure to comply with SHIP Rule or terms of this Agreement;
- c. Failure to submit reports as required;
- d. Submission of incorrect or incomplete reports in any material respect; and
- e. Failure to comply with the indemnification obligations under this Agreement.

LHA may not request disbursement of SHIP funds under this agreement until the funds are needed for payment of eligible costs. LHA shall invoice the City monthly, in an amount limited to the amount needed, if eligible project expenditures have been made, by furnishing

to City a request for payment in the form provided.

Following receipts of invoices and supporting documents, City shall review the invoices and supporting documents to determine if the items invoiced have been received or completed and that the invoiced items are proper for payment. City may, at its discretion, deny a reimbursement payment to LHA if LHA fails to provide correct documentation.

LHA shall not be entitled to reimbursement for any invoices received by City later than sixty (60) days after the expiration or earlier termination of this Agreement.

City shall pay LHA within thirty (30) calendar days after receipt of City's Request for Payment for reimbursement of eligible project expenses.

LHA shall expend the SHIP funds allocated to the project by the end of the term of this Agreement. All SHIP funds not expended within the term of this Agreement shall remain in the custody and control of City. LHA shall ensure there is an encumbrance of SHIP funds within twelve (12) months of the execution of this Agreement by the parties, and thereafter, every sixty (60) days, to the greatest extent possible.

18. REVERSION OF ASSETS

Upon the expiration or early termination of this Agreement, LHA shall transfer to City any SHIP funds or Program Income on hand and any accounts receivable attributed to the use of SHIP funds under this Agreement.

19. COMPLAINTS AND INQUIRIES

All complaints and inquires shall be directed to LHA. LHA shall report to the City all complaints received, when received. The City will intervene when necessary.

20. TERMS OF AGREEMENT

The term of this Agreement shall commence retroactively on July 1, 2019 ("Effective Date"), and shall end on June 30, 2022 unless terminated earlier or extended pursuant to the terms of this Agreement. LHA must ensure project completion prior to the expiration date of this Agreement. LHA shall expend the SHIP funds allocated to the project within the term of this Agreement. LHA may submit a written request for an extension to the term of this Agreement to the City no less than ninety (90) days prior to the expiration date of this Agreement. If the City approves the extension to the term of this Agreement the parties shall enter into an amendment.

21. INCENTIVE STRATEGIES

City of Lauderhill adopted the following Incentive Strategies used for implementation as provided in Section 420.076, F.S.:

- a. Expediting Permitting – Permits as defined in s. 163.3177(6)(f)(3) for affordable housing projects are expedited to a greater degree than other projects. The City will be responsible for processing and facilitating grant-assisted affordable housing

projects. The City will be the contact for permitting related issues.

- b. Ongoing Review Process – An ongoing process for review of local policies, ordinances, regulations and plan provision that increase the cost of housing prior to their adoption. The AHAC Committee shall discuss, review, and approve of the local affordable housing incentive strategy recommendations at a public hearing by affirmative vote of a majority of the membership of the advisory committee.

The AHAC committee shall evaluate established policies, procedures, ordinances, land development regulations, and the local government comprehensive plan submitted and report to City Commission including the recommended changes as established in Section 420.9076, F.S.

22. TRACKING AND REPORTING REQUIREMENT

LHA shall maintain the SHIP Tracking Spreadsheet as its tracking system to ensure that the City's distribution funds disbursed from the housing trust are at all times expended in accordance with the set-aside requirements.

Program income and recapture funds from loan repayments deposited in the trust account must be systematically tracked.

Failure to track SHIP funds will result in non-compliance with SHIP requirements. LHA shall collect demographic information on each applicant for the purpose of the SHIP annual report: age of head of household, race of head of household, number of household members, special needs status, number of SHIP loans that have been foreclosed, administrative expense, program income and recaptured funds.

LHA shall ensure tracking systems and the annual reports generated by the City must comply with the requirements of Florida's Single Audit Act (SAA). LHA shall regularly reconcile the tracking system with the City's general ledger on a monthly basis.

23. FILE MAINTENANCE AND RECORD RETENTION

A separate file shall be maintained for every applicant, whether approved or denied. Documents must be legible, secured within the file, and should be organized systematically.

LHA shall retain applicant records and other relevant documents or housing records for five (5) fiscal years after funds have been expended and accounted for and/or satisfaction of loans, whichever is later, provided audits have been released. Housing records include, but are not limited to: applications, programs and set-aside records; housing agreements; income verifications and other records required by s. 420.907-9079, F.S., and Rule 67-37, F.A.C.

LHA must retain records pertaining to the SHIP program in electronic form. The standards must comply with the Florida Administrative Code.

24. MONITORING REQUIREMENT

Monitoring is accomplished through desk and on-site reviews of LHA responsibilities to this Subrecipient Agreement by the City. City staff will provide LHA a written report with recommendations. The report will be used to determine the continuation of this Agreement.

Annual reports and Incentive Certificates are due to Florida Housing Finance Corporation by September 15th for the closeout year.

When preparing for a compliance monitoring visit, the City should review all applicant and program files for completeness of documentation:

- a. Special attention will be given to ensure income eligibility documentation is mathematically accurate and legible.
- b. Systematic file order
- c. Financial information relevant to the transaction is easily found, and files copies of invoices and proof of payment is present in file.
- d. Verifications and applications are date stamped.
- e. Signatures and dates are present.
- f. Accessibility of files.
- g. Communications are documented for discrepancies of applicants file.

25. FLORIDA SINGLE AUDIT ACT

Each non-State entity that expends \$750,000 or more of State financial assistance in a fiscal year is required to have a State single audit for such fiscal year in accordance with the requirements of the Florida Single Audit Act.

26. INDIRECT RECIPIENTS

Indirect recipients, such as, subcontractors, sponsors, and/or developers shall also execute contracts. LHA shall disclose to City any and all third-party funding, whether public or private, for the project.

27. FIRST RIGHT OF REFUSAL

Any loan or grant in the original amount of \$10,000 or less shall not be subject to monitoring and determination of eligibility requirements. Homeownership eligibility will be monitored annually for the term of assistance years. LHA must give First Right of Refusal to homeowners participating in the program.

28. DEBARMENT

LHA shall conduct debarment reviews on all contractors and subcontractors receiving SHIP funding. These checks will be completed by using the form provided. To determine if the potential sub and/or contractor are excluded from receiving Federal contracts, LHA shall use:

- a. The System for Award Management (SAM) website, www.sam.gov; and
- b. The Department of Management Services website, <https://dms.myflorida.com>.

The checks must be completed prior to signing of any contracts. Debarred contractors shall not participate in the program. LHA shall maintain a contractor file for all contractors participating in the program. LHA shall also document compliance by placing a certification of non-debarment in each client file.

29. NOTICE

In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery. The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section. All documentation or payments required to be provided under this Agreement shall also be made at the address provided in this section.

City of Lauderhill

Charles Faranda, City Manager
Administration Department
C/O Grants Division
5581 W. Oakland Park Blvd., Suite 300
Lauderhill, FL 33313
Email: cfaranda@lauderhill-fl.gov

Lauderhill Housing Authority

Yvon Dorcinvil, Executive Director

5416 NW 18 Court
Lauderhill, FL 33313
Email: ydorcinvil@lauderhillha.com

and

Grants Manager
Email: jsullivan@lauderhill-fl.gov

30. ADVERTISING REQUIREMENT

SHIP Funding availability shall be advertised in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period. City shall advertise funding availability.

31. LAW, JURISDICTION, VENUE, WAIVER OR JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. In any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, LHA AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHT EITHER PARTY MAY HAVE TO A**

TRIAL BY JURY OR ANY LITIGATION RELATED TO THIS AGREEMENT.

32. GREEN BUILDING AND ENERGY SAVING PRODUCTS AND PROCESSES

LHA will, when economically feasible, employ Green Building requirements on rehabilitation strategies outlined in the City's LHAP.

33. FORCE MAJEURE

If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, or ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party shall be excused from such performance to the extent of such prevention, remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever such causes are removed provided, however, that if such non-performance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the party so affected. This section shall not supersede or prevent the exercise of any right the parties may otherwise have to terminate this Agreement.

34. ROLES AND RESPONSIBILITY

ENTITY	DUTIES	PERCENTAGE
CITY	Subrecipient monitoring, file approval, annual reporting, advertising, reimbursement processing, technical assistance provider, recordation of mortgage and note, subordination request, payoff request, j/e reconciliation, expediting of permits, ongoing review process, reviewer	5%
LHA	Application intake, manage purchase and rehabilitation activities, point of contact, data verification, income eligibility determination, preparation or award/mortgage and notes/contracts, file management/maintenance electronic and hard copy, payment, reimbursement processing, monthly reporting, title searches, lead-based paint, debarment checks, Affordable Housing Advisory Committee (AHAC) liaison, project management, attend and conduct walkthrough, customer service relations/disputes, j/e reconciliation, inspections, follow checklist, attend closings, attend trainings offered by Florida Housing Coalition, file closeout, and other duties as assigned.	95%

35. PERFORMANCE STANDARDS

City shall monitor LHA on a regular basis to ensure that all information is collected that will

be needed for reporting. The City shall also review the file documentation to ensure that assistance is awarded to eligible persons and that all project activities conform to program requirements.

LHA shall attend SHIP trainings and workshops so that they are aware can carry out the program in accordance with the statutory requirements.

36. INDEMNIFICATION

To the extent permitted by law, and without either party waiving its sovereign immunity or any limits established by Section 768.28, Florida Statutes, City shall indemnify, hold harmless, and defend City and all of City's officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorney's fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of LHA, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). In the event any claim is brought against an Indemnified Party, LHA shall, upon written notice from City, defend each Indemnified Party against each such Claim by counsel satisfactory to City or at City's option, pay for an attorney selected by the City Attorney to defend the Indemnified Party. To the extent considered necessary by the City and the City Attorney, any sums due LHA under this Agreement may be retained by City until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by City. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

37. INSURANCE

LHA is a non-for profit entity and is fully responsible for the acts and omissions of its agents or employees, subject to any applicable limitations of 768.28, Florida Statutes.

Upon request by City, LHA must provide City with written verification of liability protection that meets or exceeds any requirements of Florida law. If LHA holds any excess liability coverage, LHA must ensure that City of Lauderhill is named as an additional insured and certificate holder under such excess liability policy and provide evidence of same to City.

If LHA maintains broader coverage or higher limits than the minimum coverage required under Florida law, City shall be entitled to such broader coverage and higher limits on a primary and noncontributory basis. City's insurance requirements shall apply to LHA's self-insurance.

In the event LHA contracts with a subcontractor to provide any of the services for the

project, LHA shall require that each Subcontractor procure and maintain insurance coverage that adequately covers each subcontractor's exposure based on the services provided by that Subcontractor. LHA must ensure that all such Subcontractors name "City of Lauderhill" as an additional insured and certificate holder under the applicable insurance policies. City shall not permit any Subcontractor to provided services for the project unit the insurance requirements of the subcontractor under this section are met. If requested by City, LHA shall furnish evidence of insurance of all such subcontractors.

City reserves the right, but not the responsibility, to periodically review any and all insurance policies and to reasonably adjust the limits and/or types of coverage required herein, from time to time throughout the term of this Agreement.

38. AMENDMENTS

No modifications, amendments, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of City and LHA. The City is hereby authorized to execute amendments that extend the term of the Agreement or that change the project, so long as the project, as amended, consist of eligible activities. The City is hereby authorized to approve, in writing, line item budget changes to reconcile LHA's expenditures of SHIP funds, provided such changes do not result in an increase in the total amount of the SHIP funds. The written document from the City approving such changes shall be deemed incorporated into this Agreement.