

Memorandum of Understanding Between Broward County Housing Authority and Broward County

This Memorandum of Understanding (“MOU”) is made by and between Broward County Housing Authority (“BCHA”) located at 4780 North State Road 7, Lauderdale Lakes, Florida 33319 and Broward County, Florida, on behalf of its Family Success Administration Division (“County”), located at 900 NW 31st Avenue, Fort Lauderdale Florida 33311, regarding collaborative services provided for the Shelter Plus Care 18 Unit Expansion B, Program 2.

Background

BCHA and Broward County have entered into an agreement for Shelter Plus Care that includes a program titled Shelter Plus Care 18 Unit Expansion B, Program 2 (referred to in this MOU as “Program 2”) that is funded through the Broward County Community Partnership Division, Homeless Initiative Partnership Section (“HIP”). Program 2 is designed to provide affordable housing to homeless individuals who are 18 years of age or older or to homeless families residing in Broward County. BCHA provides County funded tenant-based rental assistance for permanent housing units under Program 2.

BCHA and County have committed to provide necessary services to homeless individuals and homeless families served under Program 2 (“Participants”). BCHA has committed, through Program 2, to provide tenant-based rental assistance for permanent housing units. County has committed funds and staff assistance through its Family Success Administration Division (“FSAD”) to provide assessment, case management, care planning, and referrals to other services for which Participants may qualify. Linkages to supportive services will assist Participants and members of their household over 18 years of age in obtaining and remaining in permanent housing.

Responsibilities

BCHA will perform the following activities:

1. Perform initial, interim, and annual income certifications for Participants for housing qualification and continued eligibility.
2. Conduct all Housing Quality Standards (HQS) inspections in accordance with BCHA policy.
3. Conduct initial and periodic rent reasonableness studies as indicated in BCHA policy.
4. Notify County of any Participant issues/problems that may impact the Participant’s ability to obtain and remain in permanent housing.
5. Provide training to designated County staff related to Participant’s eligibility and BCHA’s housing policies and procedures.
6. Notify County of any changes to BCHA contact information for this MOU.

County will perform the following activities:

1. Designate a single contact person/liaison for this MOU.
2. Provide case management for Participants in accordance with County’s FSAD policies and procedures.
3. Conduct outreach to identify persons eligible for BCHA housing and refer those that may meet requirements to BCHA via the Broward County Continuum of Care Coordinated Assessment System.
4. Complete documentation of homelessness utilizing HUD standards and submit as an

- attachment to the case record in the Homeless Management Information System (HMIS).
5. Assist Participants in completion of required paperwork to obtain and maintain permanent housing.
 6. Obtain proper releases from Participants to communicate with landlords, agents, and owners to assist the Participant in retaining housing.
 7. Attend all BCHA appointments with Participants in order to assist with the process and to be aware of any needs that arise during the appointments.
 8. Contact Participants a minimum of once each month.
 9. Participate in meetings to discuss resolutions to alleged BCHA rules or lease violations by Participants.
 - a. If it is determined that all avenues to resolve violations have been exhausted, County will document the efforts taken in a written notice to BCHA to begin the termination process.
 - b. BCHA and County will make all efforts to mediate violations before pursuing termination. If a termination action is pursued, County representatives must attend and participate in informal termination hearings or mediation.
 10. Inform BCHA in writing if it is determined that a Participant is no longer in need of case management services to maintain independent living.
 11. Inform BCHA in writing upon determination of non-compliance should a Participant fail to participate in case management services.
 12. Notify BCHA of any Participant issues/problems that may impact the Participant's ability to obtain and remain in permanent housing.
 13. Attend trainings and meetings as requested by BCHA and HIP.
 14. Submit semi-annual outcome and demographic reports to HIP and supply a copy to BCHA's Grants Administrator.
 15. Obtain Participant consent for data sharing, which is to be documented on the HMIS consent forms. Enter Participant data in HMIS. Data includes but is not limited to entry, interim, annual, and exit information. Generate HMIS reports as required.

Recordkeeping and Reporting

County agrees to maintain current documentation of services provided under this MOU. Record access and retention will be in accordance with the Broward County Human Services Department policy.

Other Communication

If the Participant moves out of the subsidized unit, is placed in a facility, arrested, deceased, or otherwise not in the unit, County agrees to notify BCHA within 24 hours of becoming aware of the incident. Notification via e-mail is an acceptable method of notification.

Indemnification/Governmental Immunity

Nothing in this MOU is intended to serve as a waiver of sovereign immunity by any party nor will anything included in this MOU be construed as consent to be sued by third parties in any matter arising out of this MOU or any other contract. BCHA is a state agency or political subdivision as defined in Chapter 768.28, Florida Statutes, and will be fully responsible for acts or omissions of its agents or employees to the extent permitted by law.

Confidentiality

County's FSAD must have written policies and procedures to ensure the safety and confidentiality of all records containing personally identifying information of any individual or family receiving services under this MOU.

Non-Discrimination and Equal Opportunity

County agrees that no person will, on the ground of race, color, religion, national origin, sex, sexual orientation, handicap, ancestry, familial status, or age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this collaboration.

Term

The term of this MOU is November 28, 2018 through September 30, 2019 and automatically renews on an annual basis, under the same terms and conditions, unless terminated earlier in accordance with this section.

This MOU may be terminated in whole or in part by either party without cause. This MOU will be deemed to be terminated 30 days after written notice of intent to terminate has been received by the other party. This notification must include the reason for termination. This MOU terminates automatically if either agency ceases operations. In the event of termination, all required reports must be completed through the end of the MOU period. The Broward County Administrator or the Human Services Department Director is authorized to terminate this MOU under this provision.

Independent Contractor

This MOU does not create an employee/employer relationship between the parties. It is the intent of the parties that each party is an independent contractor for this MOU and is not the other party's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, and the Federal Unemployment Tax Act. Each party retains sole and absolute discretion to determine the manner and means of carrying out their respective responsibilities in this MOU. The parties agree that each party is a separate and independent enterprise, that it has the full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This MOU will not be construed as creating any joint employment relationship between the parties and the parties will not be liable for any obligation incurred by the other party, including but not limited to unpaid minimum wages or overtime premiums.

Amendment

No amendment to this MOU shall be effective unless made pursuant to written agreement of both parties approved with the same level of formality as with approval of the MOU.

Integration

This MOU represents the final and complete understanding of the parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this MOU that is not contained in this written document.

In witness whereof, the parties hereto have caused this Memorandum of Understanding to be executed this _____ day of _____ 2019.

Broward County Housing Authority

Broward County, by and through its Board of County Commissioners

By: _____
Ann Deibert, Chief Executive Officer

By: _____
Mark D. Bogen, Mayor

Date: _____

Date: _____

Reviewed and approved as to form:
Andrew J. Meyers, County Attorney

By K. Gordon 1/15/19
Karen S. Gordon, Assistant County Attorney