

1 RESOLUTION NO. 2019-

2 A RESOLUTION OF THE BOARD OF COUNTY
3 COMMISSIONERS OF BROWARD COUNTY, FLORIDA,
4 AUTHORIZING APPROPRIATION AND DISBURSEMENT
5 OF UNITED STATES DEPARTMENT OF HOUSING AND
6 URBAN DEVELOPMENT ("HUD") GRANT FUNDS IN THE
7 AMOUNT OF \$7,963,227 AND A BROWARD COUNTY
8 MATCH OF \$885,135 FOR A TOTAL AMOUNT OF
9 \$8,848,362 FOR FISCAL YEARS 2019 AND 2020 TO
10 PROVIDE HOUSING AND SERVICES TO FAMILIES AND
11 INDIVIDUALS EXPERIENCING HOMELESSNESS;
12 APPROVING FUNDING TO SPECIFIED SERVICE
13 PROVIDERS; AUTHORIZING THE COUNTY
14 ADMINISTRATOR TO EXECUTE AGREEMENTS WITH
15 THE SERVICE PROVIDERS AND THE APPROPRIATE
16 GRANT AGREEMENTS WITH HUD; APPROVING
17 REVISIONS TO THE HUD ADDENDUM TO THE UNIT OF
18 SERVICE FORM AGREEMENT; AUTHORIZING THE
19 COUNTY ADMINISTRATOR TO TAKE ALL NECESSARY
20 ADMINISTRATIVE AND BUDGETARY ACTIONS TO
21 IMPLEMENT THE AGREEMENTS; AND PROVIDING FOR
22 SEVERABILITY AND AN EFFECTIVE DATE.

23 WHEREAS, the United States Department of Housing and Urban Development
24 ("HUD") has awarded Broward County funding for nineteen (19) local projects benefitting
families and individuals experiencing homelessness in Broward County;

WHEREAS, the Board of County Commissioners of Broward County, Florida
("Board"), desires to appropriate and disburse funding to the service providers listed in
Attachment A for Fiscal Years 2019 and 2020 to provide services to the homeless;

WHEREAS, the Board desires to authorize the Broward County Administrator
("County Administrator") to execute the appropriate grant agreements with HUD and the
individual agreements and addenda with the specified service providers; and

WHEREAS, the Board finds that the projects to be funded benefit the residents of
Broward County and serve a public purpose, NOW, THEREFORE,

1 BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF
2 BROWARD COUNTY, FLORIDA:

3
4 Section 1. Authorized Appropriations and Disbursements.

5 The Board hereby authorizes appropriation and disbursement of funds to the
6 service providers listed in Attachment A for Fiscal Years 2019 and 2020.

7 Section 2. Execution of Agreements by the County Administrator.

8 The County Administrator is hereby authorized to execute the appropriate grant
9 agreements with HUD. The County Administrator is also authorized to execute
10 agreements with the service providers listed in Attachment A, including the HUD
11 Addendum to the Unit of Service Form Agreement, in substantially the same form as the
12 Board-approved form agreement, and to take all necessary administrative and budgetary
13 actions to implement the agreements. Nothing in this Resolution alters the requirement
14 that the agreements be approved by the Office of the County Attorney before execution.
15 The agreements with the service providers will commence on the project start dates
16 identified in Attachment A. The projects may not exceed the amounts identified in
17 Attachment A. Any material deviations from the approved agreement or addendum must
18 be presented to the Board for approval.

19 Section 3. Approving a Revised Addendum.

20 The Board hereby approves the revised HUD Addendum to the Unit of Service
21 Form Agreement attached as Attachment B. The Office of the County Attorney may make
22 any routine or minor changes or updates to the addendum as necessary.

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24

1 Section 4. Severability.

2 If any portion of this Resolution is determined by any court to be invalid, the invalid
3 portion will be stricken, and such striking will not affect the validity of the remainder of this
4 Resolution. If any court determines that this Resolution, in whole or in part, cannot be
5 legally applied to any individual, group, entity, property, or circumstance, such
6 determination will not affect the applicability of this Resolution to any other individual,
7 group, entity, property, or circumstance.

8 Section 5. Effective Date.

9 This Resolution is effective upon adoption.

10
11 ADOPTED this ____ day of _____, 2019.

12
13 Approved as to form and legal sufficiency:
14 Andrew J. Meyers, County Attorney

15
16 By /s/ Sandy Steed 03/20/19
Sandy Steed (date)
17 Assistant County Attorney

18
19 By /s/ Karen S. Gordon 03/20/19
Karen S. Gordon (date)
20 Senior Assistant County Attorney

21
22
23 SS/bh
03/20/19
HUD Resolution 2019-2020
24 #60070

Project Information			Grant Allocations			County Match		Project Start Date
Service Providers / (Subgrantees)	Project Name	Minimum Number of Beds	County/Sub-recipient	County Admin Amount ²	Total Award	Cash Match	In-Kind Match	
Broward County Community Development Corporation (Broward Housing Solutions) ¹	Broward II*	85	\$994,775	\$31,259	\$1,026,034			8/1/19
	Samaritan 2008	30	\$276,275	\$8,028	\$284,303			11/1/19
	Broward IV (Samaritan Expansion)	36	\$336,773	\$10,540	\$347,313			11/1/19
Broward County Housing Authority ¹	S+C 16 Units*	21	\$264,259		\$264,259			6/1/19
	S+C 18 Units*	17	\$238,602		\$238,602			10/1/19
	S+C 25 Units	20	\$267,493		\$267,493			9/1/19
	S+C 29 Units*	49	\$432,573		\$432,573			6/1/19
	S+C 74 Unit (HHOPE)*	73	\$991,966		\$991,966			6/1/19
	S+C 88 Units	122	\$1,062,669		\$1,062,669			11/1/19
Broward Partnership for the Homeless, Inc.	Broward Partnership Housing III	17	\$340,334	\$10,790	351,124			12/1/19
	Broward Partnership Housing IV	31	\$390,338	\$11,961	\$402,299	\$500,000 ^A		8/1/19
Broward County, Florida	FL-601 Dedicated HMIS Project	N/A	\$205,747	\$14,402	\$220,149	\$55,037 ^A	\$16,941 ^B	12/1/19
Broward County, Florida	FL-601 CoC Planning Project Application 2018	N/A	\$285,153		\$285,153	\$75,993 ^A	\$67,714 ^B	12/1/19
Covenant House Florida, Inc. ¹	Independent Living Program*	25	\$354,261	\$11,980	\$366,241			7/1/19
	ROP2- Rapid Re-Housing Leasing Housing Assistance	14	\$208,270	\$6,565	\$214,835			10/1/19
Henderson Behavioral Health, Inc. ¹	Chalet Apartments*	40	\$219,529	\$7,423	\$226,952			6/1/19
Hope South Florida, Inc.	HOPE4Families RRH	112	\$294,338	\$9,127	\$303,465			12/1/19
Broward County Family Success Administration	Hart & Home	26	\$261,628	\$16,223	\$277,851	\$69,463 ^A		3/1/19
	Newhart Project	36	\$376,431	\$23,515	\$399,946	\$99,987 ^A		12/1/19
Subtotals:		754	\$7,801,414	\$161,813	\$7,963,227	\$800,480	\$84,655	
TOTAL AMOUNT FOR HUD AWARD AND COUNTY MATCH:					\$8,848,362			

KEY

¹Agencies with sunseting County Agreements. Based upon HUD renewed funding, new Agreements with County will be executed for (*) projects.

²The portion of the grant that is designated for Community Partnerships Division Administrative Costs.

³Match: The amount of cash and/or in-kind funds provided by the County for the HUD projects. The County is required to provide a match for the projects administered by its Divisions. These projects are: FL-601 Dedicated HMIS Project, FL-601 CoC Planning Project Application 2018, HART & Home, and NewHart Project. The County has made a commitment to provide a cash match to Broward Partnership Housing IV through the Homeless Initiative Partnership General Fund. Individual amounts are identified by subscripts.

County Cash Match ^A	\$800,480
County In-Kind Match ^B	\$84,655
Total County Match Contribution:	\$885,135

HUD ADDENDUM TO THE UNIT OF SERVICE AGREEMENT

Provider: Enter Provider's Name

Agreement Number: Enter Number

1. Add the following additional definitions to Article 1, Definitions:

...

- 1.16 **Homeless Assistance Center** means a facility that provides short-term shelter and services to Clients.
- 1.17 **Homeless Helpline** means the centralized call center specializing in information and referral services to homeless Clients in Broward County.
- 1.18 **HUD** means the U.S. Department of Housing and Urban Development.
- 1.19 **Outreach Team** means outreach workers in Broward County who build relationships with people who live on the street to identify and address their immediate needs and provide information about and linkage to long-term support.

2. Add the following additional provision to Article 3, Scope of Services:

...

- 3.4 Provider agrees to comply with all of the terms and conditions established by HUD in the Notice of Funding Availability ("NOFA"), which is incorporated by reference into this Agreement. Additionally, the requirements set forth in the HUD guidance and the applicable requirements set forth in the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act are incorporated into this Agreement.

3. Replace Section 4.5.1, "Required Match," with the following:

4.5.1 Required Match: County will reimburse for the units actually delivered, invoiced, and documented at the unit price specified in Exhibit D-1, less the match requirement established in the NOFA.

4.5.1.1 Provider must submit [quarterly] with the HUD invoice a report of all sources and amounts of match and leverage as described in the Provider Handbook.

4.5.1.2 If Provider has not reported match or leverage in amounts sufficient to meet the minimum requirements established in the NOFA, payment of invoices for any contract year will be withheld until Provider submits match and leverage documentation sufficient to meet the minimum requirements established in this Agreement.

4. Delete the following provision from Article 4, "Compensation": Section 4.5.3, "Performance."

5. Add the following additional provision to Section 4.5.5, "Invoice Requirements and Due Dates":

...

4.5.5.5 Any invoices received after the due dates specified in Exhibit E may result in a penalty to Provider's performance ranking on future HUD NOFA applications.

6. Replace Subsection 4.5.6.1 of Section 4.5.6, Corrected Invoices, with the following:
 - 4.5.6.1 If Provider determines that it has previously incorrectly billed and been reimbursed for a period within the current contract term, Provider must include the corrections on the next regular monthly invoice. Unless the Contract Administrator has authorized or required additional corrections, corrected billing is limited to one (1) time for any month in which services were rendered and must be received by County no later than ninety (90) days following the date the invoice being corrected was originally due to County; however, due to requirements for drawing grant funds, the final invoice must be received no later than fifteen (15) days after the end of the Agreement term. Provider must resubmit the original supporting documentation and submit the revised supporting documentation unless the Contract Administrator has in writing provided alternate documentation requirements. The invoice, which includes the corrections, must be accompanied by a cover letter signed by Provider's authorized signator summarizing the corrections, explaining the reason for the error, and detailing the actions Provider is taking to prevent recurrence of the errors.
7. Add the following additional provision to Article 4:
 - 4.11 If HUD denies any of County's requests for payments relating to Provider's performance, or if HUD determines that any of Provider's expenses are ineligible for reimbursement, or if HUD requests the return of any funds relating to Provider's performance under this Agreement, or if County determines any of Provider's payment requests include items that are ineligible for reimbursement under the HUD grant (collectively referred to as "Disallowed Payments"), County will have no obligation to pay Provider any Disallowed Payments. If Provider has been previously paid Disallowed Payments, Provider must, within thirty (30) days after receiving notice from County of its determination of ineligibility or of HUD's denial or request for return of funds, return to County the Disallowed Payments. Provider's requirement to return funds includes payment of any interest or penalties required by HUD. The obligations of this section survive the expiration or earlier termination of this Agreement.
8. Add the following additional provision to Article 9, Section 9.1, "Financial Statements":
 - 9.1.1 For HUD-funded agreements, the annual financial statement must include a special report with explicit, discrete disclosures accounting for all cash and in-kind sources and uses of match and leverage monies.
9. Add the following additional reports to Exhibit E, Required Reports and Submission Dates. These reports are due to County within the time frames and in the formats specified in the Provider Handbook.
 - a. HMIS Annual Performance Report ("APR")
 - b. Inventory Report
 - c. Longitudinal Systems Analysis Report
 - d. HMIS Data Monthly Report Card
 - e. Annual Housing Inventory Chart
 - f. Annual Point in Time ("PIT") Count
 - g. Monthly/Quarterly interim PIT Counts
 - h. HUD Grant Inventory Worksheet

- i. Program Income Report
- j. Match and Leverage Source and Use Documentation

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have made and executed this HUD Addendum to the Unit of Service Form Agreement Number Enter Number on the respective dates under each signature: Broward County through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board June 12, 2018, and Enter Provider's Name, signing by and through its Enter Title, duly authorized to execute same.

County

WITNESSES:

Broward County, through its
County Administrator

Signature

By _____
Bertha Henry
County Administrator

Print/Type Name above

_____ day of _____, 2019

Signature

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

Print/Type Name above

By _____ (Date)

Assistant County Attorney

HUD ADDENDUM TO THE UNIT OF SERVICE FORM AGREEMENT BETWEEN BROWARD COUNTY AND
Enter Provider's Name , FOR Enter Purpose as it appears in title of agreement

Provider

Enter Provider's Name

WITNESS #1:

Signature

Print/Type Name

By: _____
Authorized Signature

_____ day of _____, 2019

(seal)

WITNESS #2:

Signature

Print/Type Name