

RESOLUTION NO. 2019-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, AUTHORIZING APPROPRIATION AND DISBURSEMENT OF FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES ("DCF") GRANT FUNDS IN THE AMOUNT OF \$420,162 FOR FISCAL YEAR 2019-2020 TO PROVIDE EMERGENCY SHELTER SERVICES, RAPID REHOUSING, AND SUPPORTIVE SERVICES TO FAMILIES AND INDIVIDUALS EXPERIENCING HOMELESSNESS, AND ADMINISTRATIVE SERVICES; APPROVING FUNDING TO SPECIFIED SERVICE PROVIDERS; APPROVING A DCF ADDENDUM TO THE UNIT OF SERVICE FORM AGREEMENT; AUTHORIZING THE BROWARD COUNTY ADMINISTRATOR ("COUNTY ADMINISTRATOR") TO EXECUTE THE APPLICABLE GRANT AGREEMENT WITH DCF AND THE AGREEMENTS WITH THE SERVICE PROVIDERS; AUTHORIZING THE COUNTY ADMINISTRATOR TO TAKE ALL NECESSARY ADMINISTRATIVE AND BUDGETARY ACTIONS TO IMPLEMENT THE AGREEMENTS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Children and Families ("DCF") has awarded Broward County funding for four (4) local projects benefitting families and individuals experiencing homelessness in Broward County, and for administrative services to assist in increasing the capacity of the Continuum of Care;

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 Year 2019-2020;

WHEREAS, the Board desires to authorize the Broward County Administrator ("County Administrator") to execute the applicable grant agreement with DCF 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,

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

3 Section 1. Authorized Appropriations and Disbursements.

4 The Board hereby authorizes appropriation and disbursement of funds to the
5 service providers listed in Attachment A for Fiscal Year 2019-2020, beginning
6 July 1, 2019, and ending June 30, 2020.

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

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

18 Section 3. Approving a New Addendum.

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

22 Section 4. Severability.

23 If any portion of this Resolution is determined by any court to be invalid, the invalid
24 portion will be stricken, and such striking will not affect the validity of the remainder of this

1 Resolution. If any court determines that this Resolution, in whole or in part, cannot be
2 legally applied to any individual, group, entity, property, or circumstance, such
3 determination will not affect the applicability of this Resolution to any other individual,
4 group, entity, property, or circumstance.

5 Section 5. Effective Date.

6 This Resolution is effective upon adoption.

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8 ADOPTED this ____ day of _____, 2019.

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10 Approved as to form and legal sufficiency:
11 Andrew J. Meyers, County Attorney

12 By /s/ Sandy Steed 05/08/19
13 Sandy Steed (date)
14 Assistant County Attorney

15 By /s/ Karen S. Gordon 05/08/19
16 Karen S. Gordon (date)
17 Senior Assistant County Attorney

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DCF Resolution 2019
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Project Information

Name of Agency	Type of DCF* award	Services to be provided	Amount to Provider	DCF Total Award amount	Project Start Date
Broward Partnership for the Homeless, Inc.	Challenge Grant	Housing Navigation and In-take Coordination	\$119,000	\$119,000	July 1, 2019
Broward Partnership for the Homeless, Inc.	Emergency Solutions Grant	Case Management	\$44,019	\$44,019	July 1, 2019
Hope South Florida, Inc.	Emergency Solutions Grant	Rapid Rehousing Services: Case Management, Rental Assistance, and eligible Move-in Costs	\$120,000	\$120,000	July 1, 2019
Women in Distress, Inc.	Emergency Solutions Grant	Case Management	\$30,000	\$30,000	July 1, 2019
Broward County, Florida	Staffing Grant (formerly known as the Local Coalition Grant)	Staffing for Continuum of Care coordination to increase capacity	\$107,143	\$107,143	July 1, 2019
			Total DCF Award:	\$420,162	

* Florida Department of Children and Families

DCF ADDENDUM TO UNIT OF SERVICE FORM AGREEMENT

Provider: Enter Legal Name

Agreement Number: enter number

1. Add the following definitions to Article 1:

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1.16. **Department** or **DCF** means the State of Florida, Department of Children and Families.

1.17. **Performance Period** means the period of time within the Agreement duration during which Provider is to perform services for compensation. This term is synonymous with the term “contract period” as used in Chapter 287, Florida Statutes.

2. Add the following provision to Section 14.1:

...

14.1.7. Provider will ensure that all staff utilized by Provider who are required by Florida law and by the Department’s operating procedure CFOP 60-25, Chapter 2, which is hereby incorporated into this Agreement, to be screened in accordance with Chapter 435, Florida Statutes, and be of good moral character and meet the Level 2 Employment Screening standards specified by Sections 435.04, 110.1127, and 39.001(2), Florida Statutes, as a condition of initial and continued employment.

3. Replace Section 14.2 with the following:

14.2. **E-Verify.** As applicable, if Provider is a recipient, directly or indirectly, of State of Florida funds under this Agreement, Provider must not employ unauthorized aliens and Provider must enroll and participate in the E-Verify program, in accordance with the terms and conditions governing the use of the program by:

14.2.1. Verifying the employment eligibility of all persons that Provider employs during the Agreement Term to perform the work under this Agreement.

14.2.2. Enrolling in the E-Verify program within (30) days after the effective date of this Agreement by obtaining a copy of the “Edit Company Profile” page and making such record available to Broward County within seven (7) days of request from County.

14.2.3. Requiring all persons, including subcontractors, assigned by Provider to perform work under this Agreement to enroll and participate in the E-Verify program within ninety (90) days after the effective date of this Agreement or within ninety (90) days after the effective date of the Agreement between Provider and the subcontractor, whichever is later. Provider must obtain from the subcontractor a copy of the printout of the “Edit Company Profile” screen indicating enrollment in the E-Verify program and make the printout screen available to County within seven (7) calendar days from County’s request.

- 14.2.4. Displaying the notices supplied by the U.S. Department of Homeland Security (“DHS”) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
- 14.2.5. Initiating E-Verify verification procedures for new employees within three (3) business days after the work start date of each new hire and thereafter responding appropriately to any additional requests from DHS or Social Security Administration.
- 14.2.6. Maintaining records of its participation and compliance with the provisions of the E-Verify program and making such records available to County within seven (7) calendar days after County’s request.

4. Replace Section 15.1 with the following:

- 15.1. Rights in Documents and Work. All intellectual property, inventions, written or electronically created materials, including manuals, presentations, films, or other copyrightable materials, arising in relation to Provider’s performance under this Agreement, and the performance of all of its officers, agents, and subcontractors in relation to this Agreement, are works for hire for the benefit of the Department, fully compensated for by the funding provided under this Agreement. Neither the Provider nor any of its officers, agents, or subcontractors may claim any interest in any intellectual property rights accruing under or in connection with the performance of this Agreement. Notwithstanding the foregoing provision, if the Provider is a university and a member of the State University System of Florida, then Section 1004.23, Florida Statutes, applies. If this Agreement is terminated, any reports, photographs, surveys, and documents prepared by Provider, whether finished or unfinished, will become the property of County and must be delivered by Provider to the Contract Administrator within seven (7) days after termination of this Agreement. County may withhold any compensation due to Provider until County receives all documents as provided in this Agreement. Provider must ensure that the requirements of this section are included in all agreements with its subcontractors.

The federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under this Agreement. Notwithstanding the foregoing provision, if the Provider or one of its subcontractors is a university and a member of the State University System of Florida, then Section 1004.23, Florida Statutes, applies, but the Department will retain a perpetual, fully-paid, nonexclusive license for its use and the use of its contractors of any resulting patented, copyrighted, or trademarked work products.

After the six (6) year retention period or any longer retention period as stated in Section 15.3, Provider must notify the Contract Administrator that the retention period has expired and must provide County with at least ten (10) calendar days for County to obtain the records. If County desires to retain the records for a longer

period of time, County will notify the Provider in writing in accordance with the “Notices” section of this Agreement. The provisions of this section will survive the expiration or termination of the Agreement.

5. Replace Section 15.3 with the following:

15.3. Audit Rights and Retention of Records. County has the right to audit the books, records, and accounts of Provider and its subcontractors that are related to this Agreement. Provider and its subcontractors must keep books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance under this Agreement. All books, records, and accounts of Provider and its subcontractors must be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Provider or its subcontractor must make same available in written form at no cost to County.

Provider and its subcontractors must preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least six (6) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Any audit and inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). Provider hereby grants the right to conduct such audit or review at Provider’s place of business, if County deems appropriate, with seventy-two (72) hours’ advance notice.

Any incomplete or incorrect entry in the books, records, and accounts will be a basis for County’s disallowance and recovery of any payment upon the entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature by Provider in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County’s audit will be reimbursed to County by Provider in addition to making adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection will be made within thirty (30) days after presentation of County’s findings to Provider.

The Provider must permit all persons who are duly authorized by the Department to inspect and copy any records, papers, documents, facilities, goods, and services of the Provider that are relevant to this Agreement, and to interview any clients, employees, and subcontractor employees of the Provider to assure the Department of the satisfactory performance of the terms and conditions of this Agreement.

Provider must ensure that the requirements of this section are included in all agreements with its subcontractors.

6. Add the following provisions to Section 15.5:

...

15.5.1. In performing its obligations under this Agreement, Provider must at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida, except where the Provider is a State agency. Neither the Provider nor any of its agents, employees, subcontractors or assignees may represent to others that it is an agent of or has the authority to bind the Department by virtue of this Agreement, unless specifically authorized in writing to do so. The Department will not be liable in any way or for any reason related to this Agreement.

15.5.2. Provider must include, in all subcontracts (at any tier) the substance of all clauses contained in this Agreement that mention or describe subcontract compliance, as well as all clauses applicable to that portion of the Provider's performance being performed by or through the subcontract.

7. Replace Section 15.21 with the following:

15.21. Certification Relating to Federal Lobbying. No federal appropriated funds have been or will be paid, by or on behalf of the Provider, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal contract, grant, loan, or cooperative agreement relating to this Agreement between County and Provider, Provider will complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

If this Agreement contains federal funding in excess of \$100,000, Provider must, prior to execution of this Agreement, complete the Certification Regarding Lobbying form. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Administrator, prior to payment under this Agreement.

8. Replace Section 15.33 with the attached Attachment 2, the Department's required Business Associate Agreement.

9. Add the following provisions to Article 15:

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15.37. Federal Law Compliance.

15.37.1. If this Agreement contains more than \$150,000 of federal funds, Provider must comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (2 CFR, Part 1500).

15.37.2. Provider must comply with Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as implemented by 45 CFR Part 84, the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131, as implemented by 28 CFR Part 35, and CFOP 60-10, Chapter 4, entitled "Auxiliary Aids and Services for the Deaf or Hard-of-Hearing." Provider's employees that provide direct services to Clients must complete the training required by Department entitled "Serving our Customers who are Deaf or Hard-of-Hearing," which can be accessed online at <https://floridadcf.adobeconnect.com/provideryr2menu>. Provider's direct service employees must sign the Attestation of Understanding, print their certificate of completion, attach the certificate to the Attestation of Understanding, and maintain them in their personnel file.

15.37.3. Provider must comply with the provisions of federal law and regulations including, but not limited to, 2 CFR, Part 200, and other applicable regulations.

15.38. Whistleblower Act. In accordance with Section 112.3187, Florida Statutes, the Provider and its subcontractors must not retaliate against an employee for reporting violations of law, rule, or regulation that creates substantial and specific danger to the public's health, safety, or welfare to an appropriate agency. Provider and any subcontractor must inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, Agency Inspector General, the Florida Commission on Human Relations, or the Whistle-blower's Hotline number at 1-800-543-5353.

15.39. Employee Gifts. Provider agrees that it will not offer to give any gift to any Department employee during the Performance Period of this Agreement and for a period of two (2) years thereafter. In addition to any other remedies available

to the Department, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period.

15.40. Mandatory Reporting. Provider and any subcontractor must comply with and inform its employees of the following mandatory reporting requirements. Each employee of Provider, and of any subcontractor, providing services in connection with this Agreement who has any knowledge of a reportable incident must report such incident as follows:

15.40.1. A reportable incident is defined in CFOP 180-4, which can be obtained from the Contract Administrator.

15.40.2. Reportable incidents that may involve an immediate or impending impact on the health or safety of a Client must be immediately reported to the Contract Administrator.

15.40.3. Other reportable incidents must be reported to the Department's Office of Inspector General through the internet at <http://www.dcf.state.fl.us/admin/ig/rptfraud1.shtml> or by completing a Notification/Investigation Request (Form CF 1934) and emailing the request to the Office of Inspector General at IG.Complaints@myfamilies.com. Provider and subcontractor may also mail the completed form to the Office of Inspector General, 1317 Winewood Boulevard, Building 5, 2nd Floor, Tallahassee, Florida 32399-0700; or via fax at (850) 488-1428.