

RESOLUTION NO. 14-06

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, APPROVING A NEW INTERLOCAL AGREEMENT WITH THE HOUSING AUTHORITY OF THE CITY OF FORT LAUDERDALE TO PROVIDE FOR HOMELESS ASSISTANCE SERVICES UNDER THE CHRONIC HOMELESS HOUSING COLLABORATIVE PROJECT.

WHEREAS, on September 18, 2012, the City Commission approved partnering with Broward County in its Continuum of Care grant application to the Department of Housing and Urban Development (HUD) for the FY2012 grant funds; and

WHEREAS, on December 17, 2013, after notification that the Chronic Homeless Housing Collaborative Project (CHHC) was selected by HUD for funding, the City Commission authorized City officials to accept and enter into an agreement with Broward County, in the amount of \$440,117 and provide for homeless assistance services under the grant guidelines; and

WHEREAS, the Housing Authority of City of Fort Lauderdale (HACL) is a public body corporate, pursuant to authority granted in Section 421.08, Florida Statutes; and

WHEREAS, the Housing Authority has agreed to participate in the CHHC Project and provide supportive services to Project participants pursuant to the grant requirements; and


WHEREAS, the City Commission has determined that it is in the best interest of the City of Fort Lauderdale that the City enter into an interlocal agreement with HACL to provide for supportive services pursuant to the grant requirements;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

SECTION 1. The foregoing recitals contained in the preamble to this Resolution are incorporated by reference herein.

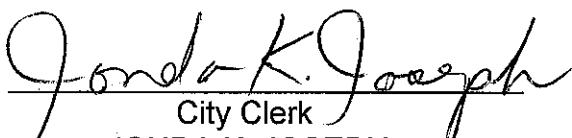
SECTION 2. The Interlocal Agreement attached hereto and made a part hereof is hereby approved.

ADOPTED this the 7th day of January, 2014.



Mayor
JOHN P. "JACK" SEILER

ATTEST:



City Clerk
JONDA K. JOSEPH

L:\COMM 2014\Resolutions\January 7\14-06.docx

**CITY OF FORT LAUDERDALE
CHRONIC HOMELESS HOUSING COLLABORATIVE (CHHC) PROJECT
INTERLOCAL AGREEMENT**

THIS AGREEMENT, made and entered into this ____ day of January, 2014, by and between:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, hereinafter referred to as "City,"

and

The HOUSING AUTHORITY OF THE CITY OF FORT LAUDERDALE, its successors and assigns, hereinafter referred to as "HACFL."

WHEREAS, on September 18, 2012, the City Commission approved partnering with Broward County in its Continuum of Care grant application to the Department of Housing and Urban Development (HUD) for the FY 2012 grant funds (CAM #12-2213); and

WHEREAS, on December 17, 2013, after notification that the CHHC Project was selected by HUD for funding, the City Commission authorized City officials to accept and enter into an agreement with Broward County, in the amount of \$440,117 (CAM #13-1592); and

WHEREAS, the City Commission on May 28, 1938, by Resolution No. 407, determined and declared the need for a Housing Authority in the City of Fort Lauderdale; and

WHEREAS, the HACFL was organized on the 29th day of June, 1938; and

WHEREAS, the HACFL is a governmental agency and pursuant to the City Code of Ordinances Section 2.189(c) may be exempt from the City's competitive process; and

WHEREAS, the HACFL has agreed to participate with the City on the CHHC Project to provide housing units for Project participants; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

ARTICLE I
PURPOSE

- 1.1 The purpose of this Agreement is to outline the guidelines by which the City will provide funds (hereinafter "Funds") to the HACFL for the administration of the CHHC Project to provide permanent supportive housing to chronically homeless individuals and/or families.
- 1.2 The HACFL shall provide CHHC Project participants with apartment units in accordance with the CHHC Project application to HUD and as provided for in this Agreement.

ARTICLE II
SCOPE OF SERVICES

- 2.1 The HACFL shall provide eligible CHHC Project participants with the appropriate supportive services and case management as described in the Scope of Services attached as Exhibit "A."

ARTICLE III
TERM AND TIME OF PERFORMANCE

The term of this Agreement shall be January 1, 2014 through December 31, 2014.

ARTICLE IV
FINANCIAL ASSISTANCE

- 4.1 The City agrees to pay HACFL leasing costs, including utilities, for units provided in amounts not to exceed \$988 for one-bedroom units and \$1,146 for two-bedroom units, total cost not to exceed \$248,304 during the term of this Agreement.
- 4.2 The City shall reimburse the HACFL for up to \$21,900 for the salary and benefits of 0.5 FTE Maintenance Technician.
- 4.3 The HACFL shall provide the City with a Budget Narrative Monthly Report, attached as Exhibit "B," documenting rental amounts due based on Project participant occupancy of units. The HACFL shall provide a monthly report documenting time and attendance of 0.5 FTE Maintenance Technician.
- 4.4 The Funds shall be released on a reimbursement or expense incurred basis. HACFL shall submit monthly invoices to the City by no later than the tenth (10th) of each month. Payment shall be issued by the City within fifteen (15) business days of receipt and approval of a proper invoice from the HACFL.

ARTICLE V
ANNUAL AUDIT

- 5.1 The HACFL shall arrange for an annual audit of its operations and financial management systems, in accordance with 24 CFR Part 84.26. The HACFL shall pay for this audit at its own expense. The audit shall indicate compliance or non-compliance with HUD regulations. The audit shall be initiated within forty-five (45) days of the end of HACFL's fiscal year in which fiscal year HACFL received funds pursuant to this Agreement. The HACFL shall provide a copy of the final audit report to the City within thirty (30) days of receipt, but not later than six (6) months after the end of the audit period.
- 5.2 The HACFL shall comply with the requirements and standards of OMB Circular Nos. A-110, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations"; and A-122, "Cost Principles for Non-profit Organizations"; and A-133 "Audits of States, Local Governments and Non-Profit Organizations" that applies to agencies expending \$500,000 or more in federal funds in the last fiscal year and requires that such agencies have a single audit. A "single audit" refers to an agency-wide audit, as opposed to a program specific audit. The HACFL shall arrange for an annual audit of its operations and financial management systems, in accordance with 24 CFR Part 84.26.
- 5.3 The City shall review the HACFL's audit report and will require the HACFL to implement corrective action noted in the audit. The City shall have the right to review any and all of the HACFL's records that regard use of the Funds disbursed hereunder.

ARTICLE VI
PROCUREMENT

The HACFL agrees to adhere to 24 CFR Part 84 with regard to the purchase of all equipment and furnishings. Procurement of all items shall be conducted through open competition that may include price or rate quotations or sealed bids from at least two or more qualified sources or responsive bidders. Sole source procurement shall be used only in instances where items to be purchased are not available through open competition.

ARTICLE VII
INSURANCE AND INDEMNIFICATION

- 71 HACFL will obtain, pay for, and keep in force continuously throughout the term of this Agreement comprehensive general liability insurance, for any one person and for any one accident, which coverages shall include property damage, bodily injury

and death. A valid Certificate of Insurance shall be provided to City by HACFL not later than ten (10) days after execution of this Agreement. Any such policy shall name the City as an additional insured and shall not be affected by any insurance that the City may carry in its own name.

- 7.2 HACFL shall protect, defend, indemnify and hold harmless the City, its officers, employees and agents, from and against any and all lawsuits, penalties, claims, damages, settlements, judgments, decrees, costs, charges and other expenses or liabilities of every kind, sort or description including, but not limited to, attorneys' fees at both the trial and appellate levels, in connection with or arising, directly or indirectly, out of or resulting from the HACFL's acts or omissions in performing its obligations under this Agreement. Without limiting the foregoing, any and all such claims, relating to personal injury, death, damage to property, defects in material or workmanship, actual or alleged infringement or any patent, trademark, copyright or of any other tangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, are included in the indemnity.

ARTICLE VIII
FURNISHINGS / EQUIPMENT / PROPERTY/SUPPLIES

- 8.1 The HACFL agrees to take reasonable measures to help ensure that any equipment and/or furnishings purchased with Funds obtained through this Agreement shall be continuously well-maintained and kept in good condition and repair during their useful life. All equipment and furnishings acquired by the HACFL using Funds shall become the property of the City upon the dissolution of HACFL or upon HACFL's failure to maintain its eligibility to participate in the CHHC Project.
- 8.2 HACFL agrees to maintain property records that include a description of the equipment and furnishings purchased with Funds, listing the location and general condition of said property, and a serial or other identification number. Such records shall also include the source of the property, who holds title, the acquisition date, the cost of the property, and the percentage of Federal participation in the cost of the property, and property disposition. Such records shall be provided to the City on a monthly basis throughout the term of this Agreement. The report shall be year-to-date property record log, which will show items purchased using Funds from the effective date of this Agreement.
- 8.3 The HACFL agrees that all equipment and furnishings purchased with Funds obtained through this Agreement shall be subject to a physical inventory.

The results of said inventory must be reconciled with any existing property records on an annual basis.

- 8.4 HACFL agrees that the items of equipment, supplies, and furnishings obtained as a result of this Agreement shall not be sold, transferred, or otherwise disposed of, without the prior written consent of the City.

ARTICLE IX RECORDS

- 9.1 The HACFL shall adhere to the standards and other requirements as set forth in the Agreement Between Broward County and City of Fort Lauderdale For Fort Lauderdale Chronic Homeless Housing Collaborative and the Broward County Provider Handbook, attached jointly hereto.
- 9.2 The HACFL will report to the City on a monthly basis throughout the term of this Agreement on services provided and beneficiaries of those services. The HACFL will be responsible for maintaining all records necessary to document compliance with the provisions of 24 CFR Part 570 as now in effect, and as may be amended from time to time.
- 9.3 The records shall be available for inspection by the City or HUD representatives during all normal business hours. Records pertaining to this Agreement shall be maintained by the HACFL and made available, in Broward County, Florida, for the duration of the grant term and retained for a period of five (5) years beyond the last day of the grant term. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the five (5) year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the five (5) year period, whichever is later.
- 9.4 As used in this Agreement, records shall include but not be limited to e-mails, memorandums, correspondence, accounting documents, receipts, invoices, minutes of meetings, surveys and any all other documents or data either electronic, paper or both, associated in any way to the administration and implementation of this Agreement and the receipt and disbursement of the Funds provided in this Agreement.
- 9.5 All records as described in this Agreement are and shall remain the property of the City whether this Agreement is in effect or not. HACFL shall provide such documents to City within thirty (30) calendar days of City's written request at no cost or expense to City.

ARTICLE X

DEFAULT

- 10.1 The following events shall constitute an "Event of Default" pursuant to this Agreement:
- (1) The HACFL fails to perform any covenant or term or condition of this Agreement; or any representation or warranty of the HACFL herein or in any other grant documents executed concurrently herewith or made subsequent hereto, shall be found to be inaccurate, untrue or breached.
 - (2) If the HACFL or any endorser of the Agreement files a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation, wage earner's plan, assignment for the benefit of creditors, receivership, dissolution or similar relief under any present or future Federal Bankruptcy Act or any other present or future applicable Federal, State or other local law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of HACFL for all or any part of the properties of HACFL; or if within ten (10) days after commencement of any proceeding against the HACFL, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, debtor relief or similar relief under any present or future Federal Bankruptcy Act or any other present or future Federal, State or other local law, such proceeding shall not have been dismissed or stayed on appeal; or if, within ten (10) days after the appointment, without the consent or acquiescence of the HACFL or of any endorser of the Agreement, of any trustee, receiver, or liquidator of the HACFL or any endorser of the Note, or of all or any portion of the Property, such appointment shall not have been vacated or stayed on appeal or otherwise; or if within ten (10) days after the expiration of any such stay, such appointment shall not have been vacated.
 - (3) HACFL's breach, violation or failure to perform any of the obligations or any of the covenants and conditions contained herein.
- 10.2 Upon the occurrence of any event of default, the City shall cease making disbursements hereunder and, if HACFL shall have failed to cure such default within sixty (60) days, declare immediately due and payable, all monies advanced hereunder.
- 10.3 If as a result of an audit or monitoring by the City of Fort Lauderdale and/or the Department of Housing & Urban Development's (HUD) Community Planning Division (CPD) or Office of Inspector General (OIG) or any other governing agency, results in a finding or ruling that the HACFL provided funding of an ineligible activity or unallowable expense, the City shall be entitled to recover immediately upon demand from the HACFL or any party joining in or consenting to this Agreement, all ineligible or unallowable sums paid by the City to HACFL pursuant to this

Agreement.

ARTICLE XI
GENERAL CONDITIONS

11.1 HACFL certifies that it will administer its programs in compliance with 24 CFR 576.21 thru 576.67, Federal Regulations and the following laws, regulations, and Executive Orders, when applicable:

- 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000 et seq.), and effectuating regulations in 24 CFR Part 1. This law states that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development. And the General HUD Program Requirements, 24 CFR Part 5.**
- 2. Section 109 of the Housing and Community Development Act of 1974, as amended, and hereinafter referred to as "Act", requires that no person in the United States shall on the ground of race, color, religion, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with community development funds made available pursuant to the Act. Implementing regulations can be found at 24 CFR Part 6.**
- 3. Section 109 of the Act further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped person as provided in section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act. Regulations implementing the Age Discrimination Act are contained in 24 CFR Part 146 and the regulations implementing section 504 are contained in 24 CFR Part 8.**
- 4. The Fair Housing Act of 1988 (42 U.S.C. 3601-3620). In accordance with the Fair Housing Act, it is required that HACFL administer all programs and activities related to housing and community development in a manner to affirmatively further the policies of the Fair Housing Act. Implementing regulations can be found at 24 CFR Part 100.**
- 5. E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment**

Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

6. 24 CFR Part 70 applies to volunteers.
7. E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR Part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
8. The Drug-Free Workplace Act of 1988 (42 U.S.C. 701), which requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient must certify that it will comply with drug-free workplace requirements in accordance with the Act and with HUD's regulations provided at 48 CFR Part 23.500, *et seq.*
9. No employee, officer, or agent of the HACFL shall participate in the selection, award, or administration of a contract supported by Funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from HACFLs, or parties to sub-agreements. The requirement applies for such persons during their tenure and for a period of one year after leaving the organization. It is applicable to the procurement of supplies, equipment, construction, and services; acquisition and disposition of real property; provision of assistance to individuals, businesses or other private entities for all eligible activities at 24 CFR 570.201-204; and provision of loans to individuals, businesses, and other private entities.
10. The Federal Regulations at 24 CFR 570.611, Conflict of Interest. In the procurement of supplies, equipment, construction, and services by HACFL, the conflict of interest provisions in 24 CFR 84.42 shall apply. The HACFL shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.
11. All applicable standards, orders or regulations issued pursuant to the

Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). The Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended, if the grant amount is in excess of \$100,000. Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).

12. The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), if the procurement contract amount is in excess of \$100,000. HACFLs who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated Funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
13. The Section 3 Clause, identified at 24 CFR Part 135.38:
 - A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 - C. The HACFL agrees to send to each labor organization or representative of workers with which the HACFL has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the HACFL's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section

3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- D. The HACFL agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The HACFL will not subcontract with any subcontractor where the HACFL has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The HACFL will certify that any vacant employment positions, including training positions, that are filled (1) after the HACFL is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the HACFL's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

ARTICLE XII TERMINATION OF AGREEMENT

- 12.1 No waiver by the City of any breach of any provision of this Agreement shall be deemed to be a waiver of any other provision or be construed to be a modification of the terms of this Agreement.
- 12.2 In accordance with 24 CFR 84.61, suspension or termination may occur if HACFL materially fails to comply with any term of this Agreement.
- 12.3 In accordance with 24 CFR 84.61, this Agreement may be terminated for convenience.
- 12.4 The HACFL shall not incur new expenses for equipment or furnishings after receiving notice of the cancellation of this Agreement and shall cancel as many outstanding obligations for ordered items as possible.

12.5. Any notice by either party under this Agreement should be deemed sufficient if given in writing and hand delivered and receipted for or sent by registered or certified mail, postage prepaid and return receipt requested, to the appropriate parties indicated below:

City

Lee R. Feldman
City Manager

As to the City:

City Manager's Office
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

HACFL

Tam English
Executive Director

As to the HACFL:

Housing Authority of the
City of Fort Lauderdale
437 SW 4th Avenue
Fort Lauderdale, FL 33315

**ARTICLE XIII
SEVERABILITY**

If any section, subsection, clause, sentence, or provision of this Agreement shall be held invalid for any reason, the remainder of this Agreement shall not be affected thereby.

**ARTICLE XIV
INTEGRATION**

This Agreement shall constitute the entire agreement between City and HACFL; no prior written, prior, or contemporaneous oral promises or representations shall be binding. This Agreement shall not be amended except by written instrument signed by both parties.

**ARTICLE XV
ASSIGNMENT**

HACFL may not assign any interest in this Agreement without prior written consent of City.

IN WITNESS WHEREOF, the Parties hereto have executed this Interlocal Agreement.

WITNESSES:

CITY OF FORT LAUDERDALE

By _____
Mayor

Witness print/type name

By _____
City Manager

Witness print/type name

(CORPORATE SEAL)

ATTEST:

City Clerk

Approved as to form:

City Attorney

WITNESSES:

The Housing Authority of the
City of Fort Lauderdale

By _____

[Witness print/type name]

[Print/type name and title]

[Witness print/type name]

ATTEST:

(CORPORATE SEAL)

Secretary

STATE OF FLORIDA:

COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by _____, as _____ of the Housing Authority of the City of Fort Lauderdale. He/She is personally known to me or has produced _____ as identification.

(SEAL)

Notary Public, State of Florida (Signature
of Notary Taking Acknowledgment)

Name of Notary Typed, Printed or Stamped

My Commission Expires:

Commission Number

EXHIBIT "A"
SCOPE OF SERVICES

Scope of Services:

- A. **Target Population:** For purposes of this Agreement, participants are chronically homeless individuals and/or families as defined by the United States Department of Housing and Urban Development (HUD). One hundred percent of participants, hereinafter "Project participants" or "tenants," served shall be chronically homeless or part of a chronically homeless family.
- B. A minimum of 22 unduplicated Project participants shall be provided services under this Agreement annually.
- C. **Program Description:** City of Fort Lauderdale Chronic Homeless Housing Collaborative (CHHC) Project. CHHC is a HUD Continuum of Care funded project providing permanent supportive housing in scattered site and/or clustered apartments to participants. The Housing Authority of the City of Fort Lauderdale (Housing Authority) shall provide housing for the project.
- D. **Standards and Other Requirements:** The Housing Authority shall adhere to the standards and other requirements set forth in the Agreement between Broward County and City of Fort Lauderdale for Chronic Homeless Housing Collaborative and the Broward County Provider Handbook, jointly attached hereto.
- E. The Housing Authority shall ensure that all units are in full compliance with HUD quality standards and City quality standards as noted on the Housing Quality Standards (HQS) Inspection Form attached as Exhibit 1.

Leasing costs shall be no greater than the Fair Market Rental amount as noted on the Broward County HUD application for the Fort Lauderdale Chronic Homeless Housing Collaborative, which currently are 1 Bedroom at \$988.00 per unit and 2 Bedroom at \$1,146.00 per unit. The rental amount shall cover cost for unit utilities. The units will meet the HUD Rent Reasonable Certification Requirements.

- F. **Services to be provided:**
 - 1. The Housing Authority shall provide a minimum of 22 housing units, twenty (20) one-bedroom units and two (2) two-bedroom units for the CHHC Project. The units will be provided as the City determines necessary and will be made move-in ready within seven (7) days of the City's request for the unit.
 - 2. The Housing Authority shall provide the CHHC partners with access to the units in advance of a signed lease agreement for the purposes of furnishing the units and preparing them to house Project participants.
 - 3. The Housing Authority shall provide 0.5 FTE Maintenance Technician to assure quality living standards of housing units dedicated to the project. The Maintenance Technician

shall work collaboratively with the CHHC project manager and CHHC partners to expeditiously address and resolve maintenance issues.

4. The Housing Authority shall recognize and embrace the Housing First philosophy. Housing First discourages imposing conditions on permanent housing, whether related to health, employment or sobriety. The Housing Authority shall work in conjunction with the Intensive Case Managers to quickly address tenant issues as they arise and mitigate them. Project participants will agree to have their support workers meet with them in their homes, agree to a third party payment of their rent, follow their lease and avoid disrupting the reasonable enjoyment of other tenants.
 5. Rental agreements shall be executed between the Housing Authority and the tenants. The rules and regulations for tenant behavior will be in keeping with the Housing First philosophy designed to teach participants to be responsible tenants with the focus on housing stability.
 6. Participants shall be provided with a written copy of the rules and termination process before assistance begins, participant shall be provided with written notice containing reasons for termination, participant shall be provided with a review of the decision and given opportunity to appeal, and prompt written notice of final decision shall be provided to the participant.
 7. Participants shall be informed of applicable grievance procedures and will have the opportunity their concerns heard and addressed.
- G. **Reporting Requirements:** The Housing Authority shall ensure compliance with all City, County and HUD reporting requirements regarding services provided by the Housing Authority, under the terms of this Agreement and the City's Agreement between Broward County and City of Fort Lauderdale for Chronic Homeless Housing Collaborative, Required Reports, Submission Dates and Agreement Addendum.
- H. **Invoicing:** The Housing Authority shall submit monthly invoices in accordance the Broward County Handbook as previously provided and the Housing Authority shall provide all invoices specifically requested by the City to the City directly.