

## MEMORANDUM

Agenda Item No. 10(A) (1)

**TO:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

**DATE:** January 21, 2015

**FROM:** R. A. Cuevas, Jr.  
County Attorney

**SUBJECT:** Resolution ratifying the action of the County Mayor (1) applying for funds in an amount not to exceed \$33,761,265.00 from the United States Department of Housing and Urban Development for Homeless Continuum of Care Housing and Services, and (2) issuing a request for applications to select non-profit service provider sub-grantees; approving sub-grantees selected pursuant to the request for applications; authorizing the County Mayor to receive and expend federal funds awarded, execute and file any necessary amendments to the County's federal funds application, execute grant and sub-grant agreements, and exercise modification, renewal, termination and other provisions contained therein; and waiving Resolution No. 130-06  
Resolution No. R-32-18

The accompanying resolution was prepared by the Miami-Dade Homeless Trust Department and placed on the agenda at the request of Prime Sponsor Commissioner Audrey M. Edmonson.

  
\_\_\_\_\_  
R. A. Cuevas, Jr.  
County Attorney

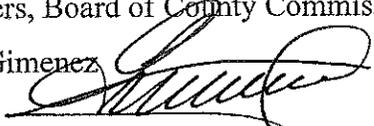
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# Memorandum



**Date:** January 21, 2015

**To:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez  
Mayor 

**Subject:** Resolution Ratifying a Grant Application to the United States Department of  
Housing and Urban Development for Homeless Assistance

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## Recommendation

It is recommended that the Board of County Commissioners (Board) ratify the County Mayor or County Mayor's designee action in applying for funds from the United States Department of Housing and Urban Development (Federal Agency) homeless continuum of care program competition, and authorize the County Mayor or County Mayor's designee to receive and expend funds, subject to federal program requirements as described herein, for the purpose of providing housing and services to homeless persons assisted by Miami-Dade County through its Homeless Trust (Homeless Trust) and through its Public Housing and Community Development Department (Housing Department). The Miami-Dade County Homeless Trust Board, which serves in an advisory capacity to the Board on homelessness, recently unanimously recommended that the County move forward with participating in the Federal Agency's Fiscal Year 2014 Notice of Funding Availability Consolidated Application Process (Federal Application). The Homeless Trust Board also unanimously recommended moving forward with the selection committee's funding recommendations pursuant to the local Request for Applications issued by the County for the selection of not-for-profit service agencies and municipalities (Service Agencies) required for submission of the Federal Application.

The Federal Application was submitted to the Federal Agency by the Homeless Trust on October 28, 2014, prior to the October 30, 2014 deadline.

## Scope

If funded by the Federal Agency, funding will be administered by the County and services will be provided countywide through Service Agencies pursuant to program guidelines and applicable regulations.

## Fiscal Impact/Funding Source

The total amount anticipated to be received competitively for fiscal year 2014 from the Federal Agency is approximately \$33,761,265, which will fund 95 projects. The applicants include ninety-two (92) currently funded renewal projects, a Planning Grant and two (2) new projects designed to serve the chronically homeless using a Housing First model. Housing First is permanent supportive housing for disabled households who have lengthy or numerous episodes of homelessness, and cannot be assisted by mainstream shelter or treatment services due to underlying issues with mental health, trauma, personality disorders or addictions. The model subsequently funds a team of qualified health professions to address underlined issues facing the household. It is also anticipated that the County, through the Homeless Trust, will provide Food

and Beverage Tax match funding of up to \$800,000.00 per year to programs serving the chronic homeless in a Housing First model. However, the obligation to provide the majority of federally required match funding which is twenty-five percent of each grant allocated, will be passed on to and provided by the Service Agencies.

### **Track Record/Monitor**

The Homeless Trust Executive Director, Victoria Mallette, will be responsible for overseeing the grants to Service Agencies selected through the local Request for Applications, in coordination with the Public Housing and Community Development Department's Director of Contract Administration, Crystal Coleman, who will be responsible for overseeing the allocation and monitoring of the Rental Assistance-only grants, formerly known as Shelter Plus Care. The County through the Homeless Trust has been the primary agency responsible for successfully submitting the Federal Application, receiving federal funds from the Federal Agency for homeless services, sub-granting with Service Agencies and monitoring the federal Homeless Continuum of Care program funds received by the County since 1996.

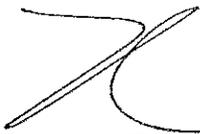
### **Background**

The Federal Agency annually announces the issuance of its Federal Application for its Continuum of Care program's national competition, as authorized by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act and other applicable law, making funding available for homeless programs throughout the country. The Federal Application for 2014, issued in September 2014, provides funding to local communities for the continuation and development of housing and supportive services to serve homeless individuals through a Coordinated Outreach, Assessment and Placement process that prioritizes the most vulnerable, including the chronic homeless. The Federal Application requires local communities to develop and submit a community-wide consolidated application for funding for housing and services of homeless persons that addresses local needs, gaps and priorities. This requires an annual analysis of the community's homeless housing and services inventory; needs identified through countywide surveys of homeless persons; the results of the homeless point-in-time census; and provider performance and utilization information. The Federal Agency provides more favorable consideration for communities, such as Miami-Dade County, that use a coordinated and collaborative process to develop an application for funding.

As it has for the past 19 competitive funding cycles, Miami-Dade County, through the Homeless Trust, serves as the coordinating agency and the "collaborative applicant" for our community's homeless Continuum of Care application. The Homeless Trust's Continuum of Care Subcommittee, composed of representatives from organizations representing the different levels of the continuum and homeless sub-populations, advocacy groups, homeless persons, representatives from the other entitlement jurisdictions and technical assistance providers, among others, meets to identify and develop the local gaps, needs and funding priorities for the County. Additional input is provided by homeless persons, service providers and staff, and public comment workshops are held to obtain input from the community on the developed priorities. The recommended funding priorities are approved by the Homeless Trust Board on an annual basis.

Service Agencies are selected through a local competitive process, a Request for Applications, for inclusion in the County's application to the Federal Agency for either renewal funding, reallocation and/or new project funding. The Request for Applications was duly advertised and a workshop was held for interested applicants. A selection committee was appointed pursuant to standard process. Service Agencies submitted local applications with program narratives, budget forms and expenditure plans, consistent with the priorities set forth in the County's Request for Applications. The Selection Committee met on October 16, 2014 and on October 20, 2014 to evaluate, to score and to rank applications based on the established criteria. On October 24, 2014, the Homeless Trust Board reviewed and recommended approval of the selection committee's recommendations for the applications to be included in the County's local consolidated Federal Application. This process has been successfully utilized for the past 19 annual funding cycles. A list of Service Agencies included in the County's Federal Application submission is attached and incorporated herein as Exhibit A. Some Service Agencies submitted more than one application for more than one project. All 92 applications received from Service Agencies for existing projects pursuant to the local Request for Applications were included in the Federal Application. Additionally, the only local application for a new project received pursuant to the Request for Applications was submitted as part of the County's Federal Application submission, together with a request by the County for an additional new project which will also be sub-granted if funded.

If funded by the Federal Agency, it is anticipated funding will provide additional permanent housing units, and continuation funding for currently funded transitional housing, permanent supportive housing and services-only programs (e.g. employment programs, outpatient mental health treatment programs, legal services, and homeless outreach). Additionally, rental assistance is included within the funding sought pursuant to the Federal Application. Given the quick turn-around time required for this program pursuant to federal requirements, it is in the best interests of the County to waive Board of County Commissioners Resolution No. R-130-06 requiring that an underlying contract be completely negotiated, in final form, executed by all non-County parties, and attached to the County Commission agenda item seeking approval for the contract, and that the County Mayor or Mayor's designee instead be authorized to negotiate and execute grant and sub-grant agreements in accordance with federal requirements. All of the housing and collateral services will be consistent with the County's continuum of care approach, as outlined in the Miami-Dade County Community Homeless Plan, and local Standards of Care. Upon receipt of funding from the Federal Agency, the County, through its Homeless Trust, will execute grant agreements with the Federal Agency and sub-grant agreements with Service Agencies. It is anticipated that preliminary funding recommendations from the Federal Agency will be made later this year.



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Russell Benford, Deputy Mayor



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

**DATE:** January 21, 2015

**FROM:**   
R. A. Cuevas, Jr.  
County Attorney

**SUBJECT:** Agenda Item No. 10(A) (1)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_\_, 3/5's \_\_\_\_\_, unanimous \_\_\_\_\_) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 10(A) (1)  
1-21-15

RESOLUTION NO. R-32-15

RESOLUTION RATIFYING THE ACTION OF THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE IN (1) APPLYING FOR FUNDS IN AN AMOUNT NOT TO EXCEED \$33,761,265.00 FROM THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR HOMELESS CONTINUUM OF CARE HOUSING AND SERVICES, AND (2) ISSUING A REQUEST FOR APPLICATIONS TO SELECT NON-PROFIT SERVICE PROVIDER SUB-GRANTEES; APPROVING SUB-GRANTEES SELECTED PURSUANT TO THE REQUEST FOR APPLICATIONS; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO RECEIVE AND EXPEND FEDERAL FUNDS AWARDED, EXECUTE AND FILE ANY NECESSARY AMENDMENTS TO THE COUNTY'S FEDERAL FUNDS APPLICATION, EXECUTE GRANT AND SUB-GRANT AGREEMENTS, AND EXERCISE MODIFICATION, RENEWAL, TERMINATION AND OTHER PROVISIONS CONTAINED THEREIN; AND WAIVING RESOLUTION NO. 130-06

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board:

Section 1. Ratifies the action of the County Mayor or the County Mayor's designee in applying for funds from the United States Department of Housing and Urban Development (Federal Agency) pursuant to the Fiscal Year 2014 Notice of Funding Availability Consolidated Application Process (Federal Application) for homeless continuum of care programs, in an amount not to exceed \$33,761,265.00, for the purposes of providing housing and services to eligible homeless persons.

Section 2. Ratifies the action of the County Mayor or the County Mayor's designee in issuing a Request for Applications to select non-profit sub-grantee service agencies required pursuant to the Federal Application.

Section 3. Approves the sub-grantees selected pursuant to the Request for Applications described above. The list of sub-grantees is attached to the accompanying memorandum and is incorporated as if fully set forth herein as Exhibit A.

Section 4. Authorizes the County Mayor or County Mayor's designee to receive and expend federal funds awarded, including additional funds should they become available under this program as part of the current fiscal year funding cycle for this purpose.

Section 5. Waives Board of County Commissioners Resolution No. R-130-06 and authorizes the County Mayor or County Mayor's designee to negotiate and execute grant agreements with the Federal Agency, pursuant to the federal application submission, a summary of which is attached hereto as Exhibit B, and to negotiate and execute sub-grant agreements with sub-grantees, who responded to the County's advertised Request for Applications pursuant to Exhibit C, on a standard form agreement in substantially the same form as attached hereto and incorporated by reference as Exhibit D, in accordance with applicable regulations and program guidelines, following review by the County Attorney's Office.

Section 6. Authorizes the County Mayor or County Mayor's designee to file and execute any necessary amendments to the County's Federal Application submission hereto as well as to exercise any modification, termination, renewal and other provisions of any contracts or agreements, in accordance with applicable regulations and program guidelines, for and on behalf of Miami-Dade County, Florida.

The foregoing resolution was offered by Commissioner **Esteban L. Bovo, Jr.**, who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** and upon being put to a vote, the vote was as follows:

|                      |                                     |                                  |
|----------------------|-------------------------------------|----------------------------------|
|                      | Jean Monestime, Chairman            | <b>aye</b>                       |
|                      | Esteban L. Bovo, Jr., Vice Chairman | <b>aye</b>                       |
| Bruno A. Barreiro    | <b>aye</b>                          | Daniella Levine Cava <b>aye</b>  |
| Jose "Pepe" Diaz     | <b>aye</b>                          | Audrey M. Edmonson <b>absent</b> |
| Sally A. Heyman      | <b>absent</b>                       | Barbara J. Jordan <b>aye</b>     |
| Dennis C. Moss       | <b>aye</b>                          | Rebeca Sosa <b>aye</b>           |
| Sen. Javier D. Souto | <b>aye</b>                          | Xavier L. Suarez <b>aye</b>      |
| Juan C. Zapata       | <b>aye</b>                          |                                  |

The Chairperson thereupon declared the resolution duly passed and adopted this 21<sup>st</sup> day of January, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: **Christopher Agrippa**  
Deputy Clerk



Approved by County Attorney as to form and legal sufficiency.

Estephanie Resnik

## REQUEST FOR APPLICATIONS FOR INCLUSION IN THE 2014 USHUD NOFA

| ALL PROJECTS |                       |                              |              |
|--------------|-----------------------|------------------------------|--------------|
| RANK         | Provider              | Project Name                 | Project Type |
| 1            | Carrfour              | Rivermont House              | PH           |
| 2            | Carrfour              | Casa Matias Chronic Families | PH           |
| 3            | Carrfour              | Little River Bend 26         | PH           |
| 4            | Carrfour              | Little River Bend 46 Units   | PH           |
| 5            | Carrfour              | Little Haiti Gateway         | PH           |
| 6            | Carrfour              | Verde Gardens PH Bonus       | PH           |
| 7            | Carrfour              | Del Prado                    | PH           |
| 8            | Carrfour              | Villa Aurora 2               | PH           |
| 9            | Carrfour              | Little River Bend 20 Units   | PH           |
| 10           | Carrfour              | Villa Aurora 25              | PH           |
| 11           | Carrfour              | Harding Village PH           | PH           |
| 12           | Carrfour              | Bonita Cove                  | PH           |
| 13           | Carrfour              | Royalton                     | PH           |
| 14           | Carrfour              | Shepard House                | PH           |
| 15           | Better Way            | Better Way Apartments        | PH           |
| 16           | Fellowship House      | Coconut Grove 2              | PH           |
| 17           | Better Way            | Better Way West Wing         | PH           |
| 18           | Citrus Health         | Kensington                   | PH           |
| 19           | Carrfour              | Wynwood                      | PH           |
| 20           | Camillus House        | Somerville Residences        | PH           |
| 21           | Douglas Gardens       | Mayfair                      | PH           |
| 22           | Volunteers of America | Hogar 1                      | PH           |
| 23           | Fellowship House      | Coconut Grove 1              | PH           |
| 24           | Volunteers of America | Hogar 2                      | PH           |
| 25           | Citrus Health         | 2001 TRA 30 Citrus           | PH           |
| 26           | Camillus House        | Shepherd's Court Samaritan   | PH           |
| 27           | Carrfour              | SunSouth                     | PH           |
| 28           | Camillus House        | Barrett Place                | PH           |
| 29           | Citrus Health         | 55 2003 TRA Citrus           | PH           |
| 30           | Citrus Health         | Safe Families                | PH           |
| 31           | Douglas Gardens       | Extra Help                   | PH           |
| 32           | Citrus Health         | My Voice                     | PH           |
| 33           | Fellowship House      | Homestead Scattered Site     | PH           |
| 34           | New Horizons          | Marie Toussaint S + C        | PH           |
| 35           | Douglas Gardens       | Starting Again               | PH           |
| 36           | Carrfour              | Amistad                      | PH           |
| 37           | Citrus Health         | Outliers                     | PH           |
| 38           | Carrfour              | Housing Assistance Program   | PH           |
| 39           | Citrus Health         | 2003 TRA 95 Citrus           | PH           |
| 40           | Citrus Health         | First Place                  | PH           |
| 41           | CHI                   | S + C 2002                   | PH           |
| 42           | Citrus Health         | Shaman                       | PH           |
| 43           | Citrus Health         | Kolapi                       | PH           |

|    |                                 |                                   |      |
|----|---------------------------------|-----------------------------------|------|
| 44 | Citrus Health                   | Elan Apartments                   | PH   |
| 45 | Citrus Health                   | Housing ACT Team                  | PH   |
| 46 | CHI                             | S + C 2003                        | PH   |
| 47 | Camillus House                  | Archbishop Carroll Homes          | PH   |
| 48 | New Horizons                    | J. Moss                           | PH   |
| 49 | Douglas Gardens                 | Right Directions                  | PH   |
| 50 | Douglas Gardens                 | My Choice                         | PH   |
| 51 | Lutheran Ministries             | Partners for Homes                | PH   |
| 52 | Douglas Gardens                 | Another Chance                    | PH   |
| 53 | New Horizons                    | Marie Toussaint SSO               | PH   |
| 54 | Camillus House                  | Brother Mathias                   | PH   |
| 55 | New Horizons                    | C. Wilson                         | PH   |
| 56 | New Horizons                    | Thomas Jefferson S + C            | PH   |
| 57 | New Horizons                    | Thomas Jefferson SSO              | PH   |
| 58 | Carrfour                        | THOP                              | RRH  |
| 59 | Citrus Health                   | KIVA                              | SH   |
| 60 | Camillus                        | Good Shepherd Villas              | SH   |
| 61 | City of Miami Beach HOT         | City of Miami Beach Outreach      | SSO  |
| 62 | City of Miami HAP               | Miami Homeless Assistance Prg     | SSO  |
| 63 | City of Miami HAP               | MMHAP South                       | SSO  |
| 64 | City of Miami HAP               | MMHAP North                       | SSO  |
| 65 | Homeless Trust                  | HMIS                              | HMIS |
| 66 | Homeless Trust                  | HMIS Plus                         | HMIS |
| 67 | Legal Services of Greater Miami | Homeless Legal Assistance Project | SSO  |
| 68 | Camillus                        | Mental Health Initiative          | SSO  |
| 69 | Citrus Health                   | SOS                               | SSO  |
| 70 | Jewish Community Services       | Project HOPE                      | SSO  |
| 71 | Lutheran Ministries             | Access                            | SSO  |
| 72 | Camillus Health Concern         | Project Dade Cares                | SSO  |
| 73 | Citrus Health                   | Crossroads                        | SSO  |
| 74 | New Hope Corps                  | Regeneration                      | TH   |
| 75 | Camillus                        | St. Michael's Residence           | TH   |
| 76 | Carrfour                        | Harding Village TH                | TH   |
| 77 | Carrfour                        | Villa Aurora TH                   | TH   |
| 78 | Camillus                        | Brother Kelly 1                   | TH   |
| 79 | Camillus                        | Mother Seton                      | TH   |
| 80 | Better Way                      | SHP #2                            | TH   |
| 81 | Better Way                      | SHARE                             | TH   |
| 82 | Better Way                      | SHP #1                            | TH   |
| 83 | Carrfour                        | Trans to Affordable Hsng (TAH)    | TH   |
| 84 | Lutheran Services               | New Beginnings                    | TH   |
| 85 | Camillus                        | Bro Kelly 2/Brother Abraham       | TH   |
| 86 | Miami-Dade County CAHSD         | Inn Transition North Phase 1      | TH   |
| 87 | Miami-Dade County CAHSD         | Inn Transition North Phase 2      | TH   |
| 88 | Miami-Dade County CAHSD         | Inn Transitions South             | TH   |
| 89 | Douglas Gardens                 | Successful Investments            | TH   |
| 90 | Citrus Health                   | FRAT                              | TH   |
| 91 | Miami-Dade County CAHSD         | STOP                              | TH   |
| 92 | Better Way                      | Next Step                         | TH   |

|    |                |                |          |
|----|----------------|----------------|----------|
| 93 | Pending RFA    | Priority One   | RRH      |
| 94 | Homeless Trust | Planning Grant | Planning |
| 95 | Carrfour       | Coalition Lift | PH       |

# Front Office

manys

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Applicants

Funding Opportunity  
 Registrations

Projects

Submissions

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Applicant: Miami/Dade County CoC (FL-600)

[Hide Filters] [Clear Filters]

Submissions Filters

Applicant Project Name: FL-600 CoC Registration FY 2014

Date Submitted: On

Project Status: All Projects

Submission Version: All Versions

Associate Type: All

Filter

## Submissions

| Project Name / Project Number                          | Funding Opportunity Name / Step Name                                    | Start Date   | End Date     | Associate Type    | Version | Date Submitted          |
|--|---|--------------|--------------|-------------------|---------|-------------------------|
| FL-600 CoC Registration FY 2014<br>COC_REG_2014_104577 | COC Registration and Application FY2014<br>Registration FY2014          | Jul 16, 2014 | Aug 5, 2014  | Primary Applicant | 1       | Aug 5, 2014 4:01:20 PM  |
| FL-600 CoC Registration FY 2014<br>COC_REG_2014_104577 | COC Registration and Application FY2014<br>COC Review                   | Jul 16, 2014 | Dec 31, 2014 | Primary Applicant | 1       | Sep 2, 2014 3:16:24 PM  |
| FL-600 CoC Registration FY 2014<br>COC_REG_2014_104577 | COC Registration and Application FY2014<br>Project Priority List FY2014 | Sep 16, 2014 | Oct 30, 2014 | Primary Applicant | 1       | Oct 28, 2014 5:02:56 PM |

## 1A. Continuum of Care (CoC) Identification

**Instructions:**

The fields on this screen are read only and reference the information entered during the CoC Registration process. Updates cannot be made at this time. If the information on this screen is not correct, contact the One CPD Resource Exchange Ask A Question at <https://www.hudexchange.info/ask-a-question/>.

**Collaborative Applicant Name:** Miami-Dade County

## 2. Reallocation

### Instructions:

FY 2014 CoC Priority Listing Detailed Instructions URL: <https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources> .

**2-1 Is the CoC reallocating funds from one or more eligible expiring grant(s) into one or more new permanent supportive housing projects dedicated to chronically homeless persons?** Yes

**2-2 Is the CoC reallocating funds from one or more eligible expiring grant(s) into one or more new rapid re-housing project for families?** No

**2-2.1 If the CoC is planning to reallocate funds to create one or more new rapid re-housing project for families, describe how the CoC is already addressing chronic homelessness through other means and why the need to create new rapid re-housing for families is of greater need than creating new permanent supportive housing for chronically homeless persons.  
(limit 1000 characters)**

**2-3 If the CoC responded 'Yes' to either of the questions above, has the recipient of the eligible renewing project being reallocated been notified?** Yes

### 3. Reallocation - Grant(s) Eliminated

CoCs planning to reallocate into new permanent supportive housing projects for the chronically homeless or rapid re-housing for households with children may do so by eliminating one or more expiring eligible renewal projects. CoCs that are eliminating projects entirely must identify those projects on this form.

| Amount Available for New Project:<br>(Sum of All Eliminated Projects) |                         |                |                       |                      |
|---|-------------------------|----------------|-----------------------|----------------------|
| \$381,540   |                         |                |                       |                      |
| Eliminated Project Name   | Grant Number Eliminated | Component Type | Annual Renewal Amount | Type of Reallocation |
| Lotus House   | FL0237L4D001306         | TH             | \$54,124              | Regular              |
| Amitola   | FL0187L4D001306         | TH             | \$327,416             | Regular              |

### 3. Reallocation - Grant(s) Eliminated Details

3-1 Complete each of the fields below for each eligible renewal grant that is being eliminated during the FY 2014 reallocation process. CoCs should refer to the final HUD-approved Grant Inventory Worksheet to ensure all information entered here is accurate.

Eliminated Project Name: Lotus House

Grant Number of Eliminated Project: FL0237L4D001306

Eliminated Project Component Type: TH

Eliminated Project Annual Renewal Amount: \$54,124

3-2 Describe how the CoC determined that this project should be eliminated.  
(limit 750 characters)

We ask sub-recipients to volunteer unspent project awards for reallocation. This provider felt they could not continue operating this project and volunteered the whole project to reallocation.

### 3. Reallocation - Grant(s) Eliminated Details

3-1 Complete each of the fields below for each eligible renewal grant that is being eliminated during the FY 2014 reallocation process. CoCs should refer to the final HUD-approved Grant Inventory Worksheet to ensure all information entered here is accurate.

Eliminated Project Name: Amitola

Grant Number of Eliminated Project: FL0187L4D001306

Eliminated Project Component Type: TH

Eliminated Project Annual Renewal Amount: \$327,416

3-2 Describe how the CoC determined that this project should be eliminated.  
(limit 750 characters)

The provider offered to reallocate project.

## 4. Reallocation - Grant(s) Reduced

CoCs planning to reallocate into new permanent supportive housing projects for the chronically homeless or rapid re-housing for households with children may do so by reducing one or more expiring eligible renewal projects. CoCs that are reducing projects must identify those projects on this form.

| Amount Available for New Project<br>(Sum of All Reduced Projects) |                      |                       |                 |                                  |                   |
|---|----------------------|-----------------------|-----------------|----------------------------------|-------------------|
| \$258,678   |                      |                       |                 |                                  |                   |
| Reduced Project Name  | Reduced Grant Number | Annual Renewal Amount | Amount Retained | Amount available for new project | Reallocation Type |
| J. Moss   | FL0200L4D001306      | \$419,925             | \$416,058       | \$3,867                          | Regular           |
| Right Directions  | FL0222L4D001306      | \$130,748             | \$128,787       | \$1,961                          | Regular           |
| My Choice   | FL0213L4D001306      | \$185,678             | \$181,964       | \$3,714                          | Regular           |
| Partners for Homes  | FL0218L4D001306      | \$766,280             | \$754,786       | \$11,494                         | Regular           |
| Another Chance  | FL0169L4D001306      | \$243,314             | \$240,881       | \$2,433                          | Regular           |
| Marie Toussaint SSO   | FL0206L4D001306      | \$367,488             | \$361,976       | \$5,512                          | Regular           |
| Brother Mathias   | FL0174L4D001306      | \$229,009             | \$225,664       | \$3,345                          | Regular           |
| C. Wilson   | FL0175L4D001306      | \$297,004             | \$274,167       | \$22,837                         | Regular           |
| Thomas Jefferson S+C  | FL0239L4D001306      | \$274,404             | \$267,544       | \$6,860                          | Regular           |
| Thomas Jefferson SSO  | FL0238L4D001306      | \$111,444             | \$109,772       | \$1,672                          | Regular           |
| Access  | FL0168L4D001306      | \$442,783             | \$416,216       | \$26,567                         | Regular           |
| Crossroads  | FL0180L4D001306      | \$359,401             | \$327,055       | \$32,346                         | Regular           |
| Villa Aurora TH   | FL0314L4D001305      | \$429,451             | \$375,770       | \$53,681                         | Regular           |
| Mother Seton  | FL0212L4D001306      | \$545,019             | \$515,043       | \$29,976                         | Regular           |
| New Beginnings  | FL0216L4D001306      | \$354,038             | \$315,094       | \$38,944                         | Regular           |
| FRAT  | FL0184L4D001306      | \$179,597             | \$166,128       | \$13,469                         | Regular           |

## 4. Reallocation - Grant(s) Reduced Details

4-1 Complete each of the fields below for each eligible renewal grant this is being reduced during the FY 2014 reallocation process. Collaborative Applicants should refer to the final HUD-approved FY 2014 Grant Inventory Worksheet to ensure all information entered on this form is correct.

Reduced Project Name: J. Moss

Grant Number of Reduced Project: FL0200L4D001306

Reduced Project Current Annual Renewal Amount: \$419,925

Amount Retained for Project: \$416,058

Amount available for New Project(s): \$3,867  
(This amount will auto-calculate by selecting "Save" button)

4-2 Describe how the CoC determined that this project should be reduced. (limit 750 characters)

This project reallocation was determined based on history of performance and expenditures.

## 4. Reallocation - Grant(s) Reduced Details

4-1 Complete each of the fields below for each eligible renewal grant this is being reduced during the FY 2014 reallocation process. Collaborative Applicants should refer to the final HUD-approved FY 2014 Grant Inventory Worksheet to ensure all information entered on this form is correct.

Reduced Project Name: Right Directions

Grant Number of Reduced Project: FL0222L4D001306

Reduced Project Current Annual Renewal Amount: \$130,748

Amount Retained for Project: \$128,787

Amount available for New Project(s): \$1,961  
(This amount will auto-calculate by selecting "Save" button)

4-2 Describe how the CoC determined that this project should be reduced. (limit 750 characters)

This project reallocation was determined based on history of performance and expenditures.

## 4. Reallocation - Grant(s) Reduced Details

4-1 Complete each of the fields below for each eligible renewal grant this is being reduced during the FY 2014 reallocation process. Collaborative Applicants should refer to the final HUD-approved FY 2014 Grant Inventory Worksheet to ensure all information entered on this form is correct.

**Reduced Project Name:** My Choice

**Grant Number of Reduced Project:** FL0213L4D001306

**Reduced Project Current Annual Renewal Amount:** \$185,678

**Amount Retained for Project:** \$181,964

**Amount available for New Project(s):** \$3,714  
(This amount will auto-calculate by selecting "Save" button)

4-2 Describe how the CoC determined that this project should be reduced. (limit 750 characters)

This project reallocation was determined based on history of performance and expenditures.

## 4. Reallocation - Grant(s) Reduced Details

4-1 Complete each of the fields below for each eligible renewal grant this is being reduced during the FY 2014 reallocation process. Collaborative Applicants should refer to the final HUD-approved FY 2014 Grant Inventory Worksheet to ensure all information entered on this form is correct.

**Reduced Project Name:** Partners for Homes

**Grant Number of Reduced Project:** FL0218L4D001306

**Reduced Project Current Annual Renewal Amount:** \$766,280

**Amount Retained for Project:** \$754,786

**Amount available for New Project(s):** \$11,494  
(This amount will auto-calculate by selecting "Save" button)

**4-2 Describe how the CoC determined that this project should be reduced.**  
(limit 750 characters)

This project reallocation was determined based on history of performance and expenditures.

## 4. Reallocation - Grant(s) Reduced Details

**4-1 Complete each of the fields below for each eligible renewal grant this is being reduced during the FY 2014 reallocation process. Collaborative Applicants should refer to the final HUD-approved FY 2014 Grant Inventory Worksheet to ensure all information entered on this form is correct.**

**Reduced Project Name:** Another Chance

**Grant Number of Reduced Project:** FL0169L4D001306

**Reduced Project Current Annual Renewal Amount:** \$243,314

**Amount Retained for Project:** \$240,881

**Amount available for New Project(s):** \$2,433  
(This amount will auto-calculate by selecting "Save" button)

**4-2 Describe how the CoC determined that this project should be reduced.**  
(limit 750 characters)

This project reallocation was determined based on history of performance and expenditures.

## 4. Reallocation - Grant(s) Reduced Details

**4-1 Complete each of the fields below for each eligible renewal grant this is being reduced during the FY 2014 reallocation process. Collaborative Applicants should refer to the final HUD-approved FY 2014 Grant Inventory Worksheet to ensure all information entered on this form is correct.**

**Reduced Project Name:** Marie Toussaint SSO

**Grant Number of Reduced Project:** FL0206L4D001306  
**Reduced Project Current Annual Renewal Amount:** \$367,488

**Amount Retained for Project:** \$361,976

**Amount available for New Project(s):** \$5,512  
(This amount will auto-calculate by selecting "Save" button)

**4-2 Describe how the CoC determined that this project should be reduced. (limit 750 characters)**

The CoC determined this project would be reduced based on their history of performance and expenditures.

## 4. Reallocation - Grant(s) Reduced Details

**4-1 Complete each of the fields below for each eligible renewal grant this is being reduced during the FY 2014 reallocation process. Collaborative Applicants should refer to the final HUD-approved FY 2014 Grant Inventory Worksheet to ensure all information entered on this form is correct.**

**Reduced Project Name:** Brother Mathias

**Grant Number of Reduced Project:** FL0174L4D001306  
**Reduced Project Current Annual Renewal Amount:** \$229,009

**Amount Retained for Project:** \$225,664

**Amount available for New Project(s):** \$3,345  
(This amount will auto-calculate by selecting "Save" button)

**4-2 Describe how the CoC determined that this project should be reduced. (limit 750 characters)**

The CoC determined this project would be reduced based on their history of performance and expenditures.

## 4. Reallocation - Grant(s) Reduced Details

**4-1 Complete each of the fields below for each eligible renewal grant this is being reduced during the FY 2014 reallocation process. Collaborative Applicants should refer to the final HUD-approved FY 2014 Grant Inventory Worksheet to ensure all information entered on this form is correct.**

**Reduced Project Name:** C. Wilson

**Grant Number of Reduced Project:** FL0175L4D001306

**Reduced Project Current Annual Renewal Amount:** \$297,004

**Amount Retained for Project:** \$274,167

**Amount available for New Project(s):** \$22,837  
(This amount will auto-calculate by selecting "Save" button)

**4-2 Describe how the CoC determined that this project should be reduced. (limit 750 characters)**

The CoC determined this project would be reduced based on their history of performance and expenditures.

## 4. Reallocation - Grant(s) Reduced Details

**4-1 Complete each of the fields below for each eligible renewal grant this is being reduced during the FY 2014 reallocation process. Collaborative Applicants should refer to the final HUD-approved FY 2014 Grant Inventory Worksheet to ensure all information entered on this form is correct.**

**Reduced Project Name:** Thomas Jefferson S+C

**Grant Number of Reduced Project:** FL0239L4D001306

**Reduced Project Current Annual Renewal Amount:** \$274,404

**Amount Retained for Project:** \$267,544

**Amount available for New Project(s):** \$6,860  
(This amount will auto-calculate by selecting "Save" button)

**4-2 Describe how the CoC determined that this project should be reduced. (limit 750 characters)**

The CoC determined this project would be reduced based on their history of performance and expenditures.

## 4. Reallocation - Grant(s) Reduced Details

**4-1 Complete each of the fields below for each eligible renewal grant this is being reduced during the FY 2014 reallocation process. Collaborative Applicants should refer to the final HUD-approved FY 2014 Grant Inventory Worksheet to ensure all information entered on this form is correct.**

**Reduced Project Name:** Thomas Jefferson SSO

**Grant Number of Reduced Project:** FL0238L4D001306

**Reduced Project Current Annual Renewal Amount:** \$111,444

**Amount Retained for Project:** \$109,772

**Amount available for New Project(s):** \$1,672  
(This amount will auto-calculate by selecting "Save" button)

**4-2 Describe how the CoC determined that this project should be reduced. (limit 750 characters)**

The CoC determined this project would be reduced based on their history of performance and expenditures.

## 4. Reallocation - Grant(s) Reduced Details

**4-1 Complete each of the fields below for each eligible renewal grant this is being reduced during the FY 2014 reallocation process. Collaborative Applicants should refer to the final HUD-approved FY 2014 Grant Inventory Worksheet to ensure all information entered on this form is correct.**

**Reduced Project Name:** Access

**Grant Number of Reduced Project:** FL0168L4D001306

**Reduced Project Current Annual Renewal Amount:** \$442,783

**Amount Retained for Project:** \$416,216

**Amount available for New Project(s):** \$26,567  
(This amount will auto-calculate by selecting "Save" button)

**4-2 Describe how the CoC determined that this project should be reduced. (limit 750 characters)**

The CoC determined that this project would be reduced based on history of performance and expenditures.

## 4. Reallocation - Grant(s) Reduced Details

4-1 Complete each of the fields below for each eligible renewal grant this is being reduced during the FY 2014 reallocation process. Collaborative Applicants should refer to the final HUD-approved FY 2014 Grant Inventory Worksheet to ensure all information entered on this form is correct.

Reduced Project Name: Crossroads

Grant Number of Reduced Project: FL0180L4D001306

Reduced Project Current Annual Renewal Amount: \$359,401

Amount Retained for Project: \$327,055

Amount available for New Project(s): \$32,346  
(This amount will auto-calculate by selecting "Save" button)

4-2 Describe how the CoC determined that this project should be reduced. (limit 750 characters)

The CoC determined that this project would be reduced based on history of performance and expenditures.

## 4. Reallocation - Grant(s) Reduced Details

4-1 Complete each of the fields below for each eligible renewal grant this is being reduced during the FY 2014 reallocation process. Collaborative Applicants should refer to the final HUD-approved FY 2014 Grant Inventory Worksheet to ensure all information entered on this form is correct.

Reduced Project Name: Villa Aurora TH

Grant Number of Reduced Project: FL0314L4D001305

Reduced Project Current Annual Renewal Amount: \$429,451

Amount Retained for Project: \$375,770

Amount available for New Project(s): \$53,681  
(This amount will auto-calculate by selecting "Save" button)

**4-2 Describe how the CoC determined that this project should be reduced.  
(limit 750 characters)**

The CoC determined that this project would be reduced based on history of performance and expenditures.

## 4. Reallocation - Grant(s) Reduced Details

4-1 Complete each of the fields below for each eligible renewal grant this is being reduced during the FY 2014 reallocation process. Collaborative Applicants should refer to the final HUD-approved FY 2014 Grant Inventory Worksheet to ensure all information entered on this form is correct.

Reduced Project Name: Mother Seton

Grant Number of Reduced Project: FL0212L4D001306

Reduced Project Current Annual Renewal Amount: \$545,019

Amount Retained for Project: \$515,043

Amount available for New Project(s): \$29,976  
(This amount will auto-calculate by selecting "Save" button)

**4-2 Describe how the CoC determined that this project should be reduced.  
(limit 750 characters)**

The CoC determined that this project would be reduced based on history of performance and expenditures.

## 4. Reallocation - Grant(s) Reduced Details

4-1 Complete each of the fields below for each eligible renewal grant this is being reduced during the FY 2014 reallocation process. Collaborative Applicants should refer to the final HUD-approved FY 2014 Grant Inventory Worksheet to ensure all information entered on this form is correct.

Reduced Project Name: New Beginnings

Grant Number of Reduced Project: FL0216L4D001306

Reduced Project Current Annual Renewal Amount: \$354,038

**Amount Retained for Project:** \$315,094

**Amount available for New Project(s):** \$38,944  
(This amount will auto-calculate by selecting  
"Save" button)

**4-2 Describe how the CoC determined that this project should be reduced.  
(limit 750 characters)**

The CoC determined that this project would be reduced based on history of performance and expenditures.

## 4. Reallocation - Grant(s) Reduced Details

**4-1 Complete each of the fields below for each eligible renewal grant this is being reduced during the FY 2014 reallocation process. Collaborative Applicants should refer to the final HUD-approved FY 2014 Grant Inventory Worksheet to ensure all information entered on this form is correct.**

**Reduced Project Name:** FRAT

**Grant Number of Reduced Project:** FL0184L4D001306

**Reduced Project Current Annual Renewal Amount:** \$179,597

**Amount Retained for Project:** \$166,128

**Amount available for New Project(s):** \$13,469  
(This amount will auto-calculate by selecting  
"Save" button)

**4-2 Describe how the CoC determined that this project should be reduced.  
(limit 750 characters)**

The CoC determined that this project would be reduced based on history of performance and expenditures.

## 5. Reallocation - New Project(s)

CoCs must identify the new project(s) it plans to create and provide the requested information for each project.

Sum of All New Reallocated Project Requests  
(Must be less than or equal to total amount(s) eliminated and/or reduced)

\$640,218

| Current Priority # | New Project Name | Component Type | Transferred Amount | Reallocation Type |
|--------------------|------------------|----------------|--------------------|-------------------|
| 93                 | Priority One     | PH             | \$640,218          | Regular           |

## 5. Reallocation - New Project(s) Details

**5-1 Complete each of the fields below for each new project created through reallocation in FY 2014. CoCs can only reallocate to new permanent supportive housing for 100 percent chronically homeless or rapid re-housing for households with children coming from the streets or emergency shelters.**

**FY 2014 Rank (from Project Listing):** 93

**Proposed New Project Name:** Priority One

**Component Type:** PH

**Amount Requested for New Project:** \$640,218

## 6. Reallocation: Balance Summary

6-1 Below is the summary of the information entered on the reallocated forms. The last field "Remaining Reallocation Balance" should equal '0'. If there is a positive balance remaining, this means that more funds are being eliminated or reduced than the new project(s) requested. If there is a negative balance remaining, this means that more funds are being requested for the new reallocated project(s) than have been reduced or eliminated from other eligible renewal projects.

### Reallocation Chart: Reallocation Balance Summary

|   |           |
|---|-----------|
| Reallocated funds available for new project(s): | \$640,218 |
| Amount requested for new project(s):            | \$640,218 |
| Remaining Reallocation Balance:                 | \$0       |

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## Continuum of Care (CoC) New Project Listing

### Instructions:

Prior to starting the CoC New Project Listing, Collaborative Applicants should carefully review the "CoC Priority Listing Instructions" which are available at <https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/>.

**EX1\_Project\_List\_Status\_field** List Updated Successfully

| Project Name   | Date Submitted          | Grant Term | Applicant Name       | Budget Amount | Rank | Comp Type |
|----------------|-------------------------|------------|----------------------|---------------|------|-----------|
| Coalition Lift | 2014-10-28<br>16:32:... | 3 Years    | Miami-Dade<br>County | \$1,500,376   | N999 | PH        |
| Priority One   | 2014-10-28<br>16:42:... | 1 Year     | Miami-Dade<br>County | \$640,218     | N93  | PH        |

## Continuum of Care (CoC) Renewal Project Listing

**Instructions:**

Prior to starting the CoC Renewal Project Listing, Collaborative Applicants should carefully review the "CoC Priority Listing Instructions" which are available at <https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/>.

**The Collaborative Applicant certifies that there is a demonstrated need for all renewal permanent supportive housing and rapid re-housing projects listed on the Renewal Project Listing.**

**The Collaborative Applicant does not have any renewal permanent supportive housing or rapid re-housing renewal projects.**

EX1\_Project\_List\_Status\_field List Updated Successfully

| Project Name         | Date Submitted       | Grant Term | Applicant Name    | Budget Amount | Rank | Comp Type |
|----------------------|----------------------|------------|-------------------|---------------|------|-----------|
| Project Dade Cares   | 2014-10-22 14:38:... | 1 Year     | Miami-Dade County | \$700,601     | W72  | SSO       |
| Project HOPE         | 2014-10-22 10:11:... | 1 Year     | Miami-Dade County | \$909,998     | W70  | SSO       |
| Mental Health Ini... | 2014-10-22 15:16:... | 1 Year     | Miami-Dade County | \$346,192     | W68  | SSO       |
| Homeless Trust HM... | 2014-10-22 16:48:... | 1 Year     | Miami-Dade County | \$15,084      | W66  | HMIS      |
| Homeless Legal As... | 2014-10-22 16:46:... | 1 Year     | Miami-Dade County | \$109,030     | W67  | SSO       |
| KIVA                 | 2014-10-22 16:54:... | 1 Year     | Miami-Dade County | \$538,120     | W59  | SH        |
| HMIS                 | 2014-10-22 17:03:... | 1 Year     | Miami-Dade County | \$12,305      | W65  | HMIS      |
| Good Shepherd Villas | 2014-10-23 10:35:... | 1 Year     | Miami-Dade County | \$279,022     | W60  | SH        |
| Successful Invest... | 2014-10-23 11:12:... | 1 Year     | Miami-Dade County | \$161,106     | W89  | TH        |
| Brother Keilly 1     | 2014-10-23 13:34:... | 1 Year     | Miami-Dade County | \$354,866     | W78  | TH        |

|                       |                         |        |                      |             |     |     |
|-----------------------|-------------------------|--------|----------------------|-------------|-----|-----|
| Hogar I               | 2014-10-23<br>11:23:... | 1 Year | Volunteers of Ame... | \$732,065   | W22 | PH  |
| Brother Abraham (...) | 2014-10-23<br>12:37:... | 1 Year | Miami-Dade County    | \$115,826   | W85 | TH  |
| St. Michael's Res...  | 2014-10-23<br>12:10:... | 1 Year | Miami-Dade County    | \$152,746   | W75 | TH  |
| Inn Transition No...  | 2014-10-23<br>16:11:... | 1 Year | Miami-Dade County    | \$58,766    | W87 | TH  |
| Transition to Aff...  | 2014-10-23<br>15:02:... | 1 Year | Miami-Dade County    | \$327,639   | W83 | TH  |
| Inn Transition No...  | 2014-10-23<br>15:50:... | 1 Year | Miami-Dade County    | \$131,598   | W86 | TH  |
| Inn Transitions S...  | 2014-10-23<br>15:28:... | 1 Year | Miami-Dade County    | \$727,681   | W88 | TH  |
| Mayfair               | 2014-10-24<br>01:42:... | 1 Year | Miami-Dade County    | \$162,867   | T21 | PH  |
| SHP #1                | 2014-10-23<br>23:02:... | 1 Year | Miami-Dade County    | \$173,032   | W82 | TH  |
| SOS                   | 2014-10-24<br>12:08:... | 1 Year | Miami-Dade County    | \$85,600    | W69 | PH  |
| SHARE                 | 2014-10-23<br>23:52:... | 1 Year | Miami-Dade County    | \$319,085   | W81 | TH  |
| Regeneration          | 2014-10-24<br>11:16:... | 1 Year | Miami-Dade County    | \$433,494   | W74 | TH  |
| STOP                  | 2014-10-23<br>22:11:... | 1 Year | Miami-Dade County    | \$181,565   | W91 | TH  |
| City of Miami Bea...  | 2014-10-24<br>01:06:... | 1 Year | Miami-Dade County    | \$65,212    | W61 | SSO |
| Harding Village TH    | 2014-10-24<br>10:41:... | 1 Year | Miami-Dade County    | \$153,555   | W76 | TH  |
| Miami Homeless As...  | 2014-10-24<br>13:44:... | 1 Year | Miami-Dade County    | \$255,853   | W62 | SSO |
| Douglas Gardens-S...  | 2014-10-24<br>15:08:... | 1 Year | Miami-Dade County    | \$171,916   | W35 | PH  |
| M. Toussaint S + C    | 2014-10-24<br>14:19:... | 1 Year | Miami-Dade County    | \$468,616   | T34 | PH  |
| MMHAP South           | 2014-10-24<br>13:47:... | 1 Year | Miami-Dade County    | \$141,433   | W63 | SSO |
| Extra Help            | 2014-10-24<br>14:45:... | 1 Year | Miami-Dade County    | \$34,604    | W31 | PH  |
| Hogar 2               | 2014-10-24<br>15:43:... | 1 Year | Miami-Dade County    | \$918,475   | W24 | PH  |
| MMHAP North           | 2014-10-24<br>13:41:... | 1 Year | Miami-Dade County    | \$298,234   | W64 | SSO |
| Kolapi                | 2014-10-25<br>15:41:... | 1 Year | Miami-Dade County    | \$1,858,520 | W43 | PH  |
| My Voice              | 2014-10-25<br>15:17:... | 1 Year | Miami-Dade County    | \$969,234   | W32 | PH  |

|                         |                         |        |                      |           |     |    |
|-------------------------|-------------------------|--------|----------------------|-----------|-----|----|
| Safe Families           | 2014-10-25<br>14:57:... | 1 Year | Miami-Dade<br>County | \$163,643 | W30 | PH |
| 55 2003 TRA<br>Citrus   | 2014-10-25<br>14:20:... | 1 Year | Miami-Dade<br>County | \$610,534 | W29 | PH |
| First Place             | 2014-10-25<br>16:00:... | 1 Year | Miami-Dade<br>County | \$370,580 | T40 | PH |
| Kensington              | 2014-10-25<br>17:36:... | 1 Year | Miami-Dade<br>County | \$254,754 | T18 | PH |
| Verde<br>Gardens PH ... | 2014-10-25<br>22:38:... | 1 Year | Miami-Dade<br>County | \$452,839 | W6  | PH |
| My Choice               | 2014-10-25<br>19:36:... | 1 Year | Miami-Dade<br>County | \$181,964 | T50 | PH |
| Wynwood                 | 2014-10-25<br>22:07:... | 1 Year | Miami-Dade<br>County | \$128,422 | W19 | PH |
| S + C 2003              | 2014-10-25<br>20:41:... | 1 Year | Miami-Dade<br>County | \$345,306 | T46 | PH |
| Elan<br>Apartments      | 2014-10-25<br>16:34:... | 1 Year | Miami-Dade<br>County | \$203,509 | T44 | PH |
| Casa Matias             | 2014-10-25<br>22:56:... | 1 Year | Miami-Dade<br>County | \$185,396 | T2  | PH |
| Del Prado               | 2014-10-25<br>21:38:... | 1 Year | Miami-Dade<br>County | \$388,016 | W7  | PH |
| Sunsouth                | 2014-10-25<br>21:07:... | 1 Year | Miami-Dade<br>County | \$225,067 | W27 | PH |
| 2001 TRA 30<br>Citrus   | 2014-10-25<br>18:04:... | 1 Year | Miami-Dade<br>County | \$459,307 | T25 | PH |
| S + C 2002              | 2014-10-25<br>20:04:... | 1 Year | Miami-Dade<br>County | \$102,845 | T41 | PH |
| Housing ACT<br>Team     | 2014-10-25<br>17:11:... | 1 Year | Miami-Dade<br>County | \$324,033 | W45 | PH |
| Bonita Cove             | 2014-10-25<br>23:22:... | 1 Year | Miami-Dade<br>County | \$114,042 | W12 | PH |
| C. Wilson               | 2014-10-26<br>16:23:... | 1 Year | Miami-Dade<br>County | \$274,167 | T55 | PH |
| Thomas<br>Jefferson ... | 2014-10-26<br>17:56:... | 1 Year | Miami-Dade<br>County | \$267,544 | T56 | PH |
| Homestead<br>Scatter... | 2014-10-26<br>21:17:... | 1 Year | Miami-Dade<br>County | \$166,788 | W33 | PH |
| Little River<br>Bend... | 2014-10-27<br>00:06:... | 1 Year | Miami-Dade<br>County | \$48,190  | W9  | PH |
| Thomas<br>Jefferson     | 2014-10-26<br>18:00:... | 1 Year | Miami-Dade<br>County | \$109,772 | T57 | PH |
| Villa Aurora 25         | 2014-10-26<br>21:57:... | 1 Year | Miami-Dade<br>County | \$443,592 | T10 | PH |
| Shepard<br>House        | 2014-10-27<br>01:42:... | 1 Year | Miami-Dade<br>County | \$82,600  | W14 | PH |
| Housing<br>Assistanc... | 2014-10-26<br>23:48:... | 1 Year | Miami-Dade<br>County | \$158,838 | W38 | PH |

|                      |                      |        |                      |           |     |     |
|----------------------|----------------------|--------|----------------------|-----------|-----|-----|
| Coconut Grove 2      | 2014-10-26 20:55:... | 1 Year | Miami-Dade County    | \$42,409  | W16 | PH  |
| Little Haiti         | 2014-10-26 23:26:... | 1 Year | Miami-Dade County    | \$181,527 | W5  | PH  |
| J. Moss              | 2014-10-26 18:59:... | 1 Year | Miami-Dade County    | \$416,058 | T48 | PH  |
| Next Step            | 2014-10-26 20:14:... | 1 Year | Miami-Dade County    | \$342,402 | W92 | TH  |
| Villa Aurora 2       | 2014-10-27 01:17:... | 1 Year | Miami-Dade County    | \$369,599 | T8  | PH  |
| Little River Bend... | 2014-10-27 00:48:... | 1 Year | Miami-Dade County    | \$270,685 | W4  | PH  |
| Marie Toussaint      | 2014-10-26 18:29:... | 1 Year | Miami-Dade County    | \$361,976 | T53 | PH  |
| Coconut Grove 1      | 2014-10-26 20:38:... | 1 Year | Miami-Dade County    | \$123,485 | W23 | PH  |
| Another Chance       | 2014-10-26 19:48:... | 1 Year | Miami-Dade County    | \$240,881 | T52 | PH  |
| Little River Bend... | 2014-10-27 00:25:... | 1 Year | Miami-Dade County    | \$283,711 | W3  | PH  |
| Harding Village PH   | 2014-10-26 23:02:... | 1 Year | Miami-Dade County    | \$305,182 | W11 | PH  |
| SHP #2               | 2014-10-27 11:24:... | 1 Year | Miami-Dade County    | \$166,032 | W80 | TH  |
| Mother Seton         | 2014-10-27 15:27:... | 1 Year | Miami-Dade County    | \$515,043 | T79 | TH  |
| Barrett Place        | 2014-10-27 15:38:... | 1 Year | Miami-Dade County    | \$174,444 | T28 | PH  |
| Rivermont            | 2014-10-27 15:10:... | 1 Year | Carrfour Supporti... | \$426,307 | W1  | PH  |
| Archbishop Carrol... | 2014-10-27 13:53:... | 1 Year | Miami-Dade County    | \$894,545 | W47 | PH  |
| Better Way Apartm... | 2014-10-27 14:06:... | 1 Year | Miami-Dade County    | \$471,953 | T15 | PH  |
| Right Directions     | 2014-10-27 12:03:... | 1 Year | Miami-Dade County    | \$128,787 | T49 | PH  |
| Better Way West Wing | 2014-10-27 14:41:... | 1 Year | Miami-Dade County    | \$260,487 | W17 | PH  |
| Brother Mathias      | 2014-10-27 13:49:... | 1 Year | Miami-Dade County    | \$225,664 | T54 | PH  |
| Crossroads           | 2014-10-27 15:45:... | 1 Year | Miami-Dade County    | \$327,055 | T73 | SSO |
| FRAT House           | 2014-10-27 16:01:... | 1 Year | Miami-Dade County    | \$166,128 | T90 | TH  |
| Access               | 2014-10-27 16:15:... | 1 Year | Miami-Dade County    | \$416,216 | T71 | SSO |
| Shepherd's Court ... | 2014-10-27 16:07:... | 1 Year | Miami-Dade County    | \$452,301 | W26 | PH  |

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|                      |                      |        |                   |             |     |    |
|----------------------|----------------------|--------|-------------------|-------------|-----|----|
| Somerville Reside... | 2014-10-27 16:31:... | 1 Year | Miami-Dade County | \$131,204   | W20 | PH |
| Partners for Homes   | 2014-10-27 16:24:... | 1 Year | Miami-Dade County | \$754,786   | T51 | PH |
| New Beginnings       | 2014-10-28 06:52:... | 1 Year | Miami-Dade County | \$315,094   | T84 | TH |
| Royalton             | 2014-10-28 05:34:... | 1 Year | Miami-Dade County | \$507,877   | W13 | PH |
| Villa Aurora TH      | 2014-10-28 06:28:... | 1 Year | Miami-Dade County | \$375,770   | T77 | TH |
| Shaman               | 2014-10-28 05:19:... | 1 Year | Miami-Dade County | \$412,066   | W42 | PH |
| Amistad-2013 New ... | 2014-10-28 09:15:... | 1 Year | Miami-Dade County | \$428,037   | W36 | PH |
| Outliers-2013 New... | 2014-10-28 10:14:... | 1 Year | Miami-Dade County | \$450,699   | W37 | PH |
| 2003 TRA 95 Citrus   | 2014-10-28 11:50:... | 1 Year | Miami-Dade County | \$1,279,443 | T39 | PH |
| Transition to Hom... | 2014-10-28 11:20:... | 1 Year | Miami-Dade County | \$727,130   | W58 | PH |

## Continuum of Care (CoC) Planning Project Listing

### Instructions:

Prior to starting the CoC Planning Project Listing, Collaborative Applicants should carefully review the "CoC Priority Listing Instructions" which are available at <https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/>.

**EX1\_Project\_List\_Status\_field** List Updated Successfully

| Project Name         | Date Submitted       | Project Type | Applicant Name    | Budget Amount | Grant Term | Rank | Comp Type            |
|----------------------|----------------------|--------------|-------------------|---------------|------------|------|----------------------|
| CoC Planning Prog... | 2014-10-27 11:08:... | --           | Miami-Dade County | \$250,000     | 1 Year     | C94  | CoC Planning Proj... |

## Funding Summary

### Instructions

For additional information, carefully review the "CoC Priority Listing Instructions" and the "CoC Priority Listing" training guide, both of which are available at: <https://www.onecpd.info/e-snaps/guides/coc-program-competition-resources/>.

This page contains the total budget summaries for each of the project listings for which the Collaborative Applicant approved and ranked or rejected project applications. The Collaborative Applicant must review this page to ensure the totals for each of the categories is accurate. The "Total CoC Request" indicates the total funding request amount the Collaborative Applicant will submit to HUD for funding consideration. As stated previously, 1 UFA Cost project and only 1 CoC Planning project can be submitted and only the Collaborative Applicant is eligible to request these funds.

| Title                    | Total Amount        |
|--------------------------|---------------------|
| Renewal Amount           | \$31,370,671        |
| New Amount               | \$2,140,594         |
| Reallocated Amount       | \$640,218           |
| CoC Planning Amount      | \$250,000           |
| UFA Costs                | \$0                 |
| Rejected Amount          | \$0                 |
| <b>TOTAL CoC REQUEST</b> | <b>\$33,761,265</b> |

**Maximum CoC project planning amount: \$250,000**

## Submission Summary

| Page                                    | Last Updated      |
|---|-------------------|
| <b>Before Starting</b>                  | No Input Required |
| <b>1A. Identification</b>               | 09/16/2014        |
| <b>2. Reallocation</b>                  | 10/23/2014        |
| <b>3. Grant(s) Eliminated</b>           | 10/22/2014        |
| <b>4. Grant(s) Reduced</b>              | 10/22/2014        |
| <b>5. New Project(s)</b>                | 10/27/2014        |
| <b>6. Balance Summary</b>               | No Input Required |
| <b>7A. CoC New Project Listing</b>      | 10/28/2014        |
| <b>7B. CoC Renewal Project Listing</b>  | 10/28/2014        |
| <b>7D. CoC Planning Project Listing</b> | 10/27/2014        |
| <b>Attachments</b>                      | 10/28/2014        |
| <b>Submission Summary</b>               | No Input Required |



## Request for Applications (RFA)

### MIAMI-DADE COUNTY HOMELESS TRUST REQUEST FOR APPLICATIONS (RFA) FOR INCLUSION IN THE APPLICATION FOR SUBMISSION IN RESPONSE TO 2014 USHUD NOTICE OF FUNDING AVAILABILITY (NOFA) FOR THE HOMELESS CONTINUUM OF CARE PROGRAM COMPETITION

Miami-Dade County, through the Miami-Dade County Homeless Trust (Homeless Trust), is requesting applications from homeless providers and other qualified public or private non-profit entities interested in participating in the Collaborative Application to be submitted by the Homeless Trust on behalf of the Miami-Dade Continuum of Care (CoC), to the United States Department of Housing and Urban Development (USHUD) in response to its Notice of Funding Availability for the Homeless Continuum of Care Program Competition. Only one Collaborative Application from the CoC will be submitted, which will include the projects selected through this advertised RFA process. Programs currently funded through the USHUD Homeless Continuum of Care programs with funding expiring in 2015 must be a part of this competitive process for renewal funding. Applications for new projects that meet the USHUD and local Continuum of Care priorities are also being requested. **Copies of the Request for Applications package are available for pick up beginning at 11am September 24, 2014 at:**

Miami-Dade County Homeless Trust  
111 N.W. 1st Street, 27th Floor, Suite 310  
Miami, Florida 33128  
(305) 375-1490

A **Pre-Application Workshop** will be held on **September 26, 2013**, beginning at **9:30 a.m.** at Stephen P. Clark Center, 111 N.W. 1st Avenue, 19th Floor, Miami, Florida, 33128, Small Business Development (SBD) Conference Room. Attendance at the Pre-Application Workshop is not required but is strongly recommended. We invite public and private homeless non-profit providers not currently funded through the U.S. HUD Homeless Programs Competition to review this RFA and Federal regulations to determine whether this might be a viable funding opportunity for a new project. A brief Technical Assistance session will be provided for new provider agencies at the conclusion of the Pre-Application Workshop. **THIS RFA IS SUBJECT TO THE CONE OF SILENCE, COUNTY ORDINANCE 98-106.** In order to maintain a fair and impartial competitive process, the County can only answer questions at the Pre-Application Workshop and must avoid private communications with prospective applicants during the application preparation and evaluation process. Please contact the Homeless Trust if the Request for Application documents is required in an alternative format or language. **The deadline for submission of applications is October 14, 2014, at 2:00 p.m. at the Clerk of the Board of County Commissioners on the 17th floor.**

Miami-Dade County is not liable for any cost incurred by the applicant in responding to the Request for Applications, and we reserve the right to modify or amend the application deadline schedule if it is deemed necessary or in the interest of Miami-Dade County. Miami-Dade County also reserves the right to accept or reject any and all applications, to waive technicalities or irregularities, and to accept applications that are in the best interest of Miami-Dade County. Miami-Dade County provides equal access and opportunity in employment and services and does not discriminate on the basis of age, gender, race or disability. **PLEASE NOTE: IF YOU ARE SEEKING AFFORDABLE HOUSING, PLEASE GO TO: [www.miamidade.gov/housing](http://www.miamidade.gov/housing)**

For legal ads online, go to <http://legalads.miamidade.gov>

**RFA DEL FIDEICOMISO DE LOS DESAMPARADOS DEL CONDADO DE MIAMI-DADE PARA SU INCLUSIÓN EN LA SOLICITUD EN RESPUESTA AL AVISO DE DISPONIBILIDAD DE FONDOS (NOFA) DEL USHUD PARA EL 2014, PARA LA COMPETENCIA DEL PROGRAMA DE ATENCIÓN CONTINUA PARA DESAMPARADOS**

El Condado de Miami-Dade, mediante el Fideicomiso de los Desamparados del Condado de Miami-Dade (el Fideicomiso de los Desamparados), desea recibir solicitudes de proveedores de servicios para desamparados y de otras entidades públicas y privadas sin ánimo de lucro que cumplen los requisitos que estén interesados en participar en la Solicitud Cooperativa que será presentada por el Fideicomiso de los Desamparados en nombre del sistema de asistencia para los desamparados (CoC, por sus siglas en inglés) de Miami-Dade ante el Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos (USHUD, por sus siglas en inglés) en respuesta a su Aviso de Disponibilidad de Fondos (NOFA, por sus siglas en inglés) para la Competencia del Programa de Asistencia para Desamparados. Se presentará solamente una Solicitud Cooperativa del CoC, que incluirá todos los proyectos seleccionados mediante este proceso de RFA anunciado. Los programas financiados en la actualidad mediante los programas de Asistencia para Desamparados del USHUD cuyo período de financiamiento expira en el 2015 deben participar en este proceso competitivo para renovar su financiamiento. También se invita a presentar solicitudes relacionadas con nuevos proyectos que se encuentran dentro del ámbito de las prioridades locales y del USHUD. Los interesados pueden retirar una copia del paquete de Petición de Solicitudes (RFA) a partir del 24 de Septiembre del 2014, a las 11.00 a.m. en:

Miami-Dade County Homeless Trust  
111 N.W. 1st Street, 27th Floor, Suite 310  
Miami, Florida 33128  
(305) 375-1490

El 26 de Septiembre del 2014 a la 1.00 p.m. se celebrará un Taller Previo a las Solicitudes, en el edificio Stephen P. Clark Center, 111 N.W. 1st Avenue, piso 19, Miami, Florida, 33128, habitación de conferencias en el departamento de Small Business Development (SBD). No es obligatorio asistir al taller previo a las solicitudes, pero es recomendado encarecidamente. Invitamos a proveedores de servicios para desamparados sin ánimo de lucro del sector público y privado que no están recibiendo financiamiento en la actualidad mediante la Competencia de Programas para Desamparados del USHUD a examinar este RFA y los objetivos federales para determinar si esta es una oportunidad de financiamiento viable para un proyecto nuevo. Tras el taller previo a las solicitudes, habrá una sesión breve de asistencia técnica dirigida a los nuevos proveedores. **ESTA RFA QUEDA SUJETA A LA ORDENANZA DEL CONDADO 98-106, DEL CONO DEL SILENCIO.** A fin de mantener un proceso competitivo justo e imparcial, el Condado solamente puede responder preguntas en el taller previo a las solicitudes y debe evitar toda comunicación privada con los posibles solicitantes durante el período de preparación y de evaluación de solicitudes. Comuníquese con el Fideicomiso de los Desamparados si necesita los documentos de la petición de solicitudes en formato especial para discapacitados o en idioma alternativo. **El plazo para presentar solicitudes vence el 14 de Octubre del 2014, a las 2.00 p.m., en Clerk of the Board of County Commissioners Piso 17.**

El Condado de Miami-Dade no es responsable de ninguno de los costos en los que incurra el solicitante para responder a la Petición de Solicitudes, y se reserva el derecho de modificar o enmendar el calendario de plazos para entregar las solicitudes si lo considera necesario o es de su interés. El Condado de Miami-Dade también se reserva el derecho de aceptar o rechazar cualquier solicitud o todas ellas, de permitir excepciones con respecto a aspectos técnicos o irregularidades, y de aceptar solicitudes que redunden en su beneficio. El Condado de Miami Dade brinda oportunidades equitativas de acceso a sus empleos y servicios, y no discrimina a nadie en función de su edad, género, raza o discapacidad. **POR FAVOR TENGA PRESENTE: SI ESTÁ BUSCANDO VIVIENDA ASEQUIBLE, VISITE NUESTRA PÁGINA WEB: [www.miamidade.gov/homeless](http://www.miamidade.gov/homeless).**



FY Continuum of Care (CoC) Program  
Homeless Assistance Grant

United States Department of Housing and Urban Development  
(US HUD)

Recipient: Miami-Dade County through  
Miami-Dade County Homeless Trust

Grant #: \_\_\_\_\_

Subrecipient: Name of Agency

Program Name: Program Name

**Agreement between Miami-Dade County and**

**Name of Agency**

**For the FY**            **CoC Homeless Assistance Grant #1** \_\_\_\_\_  
**Program**

**THIS AGREEMENT**, entered this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by and between Miami-Dade County, on behalf of its Homeless Trust (hereinafter called the "Recipient" and "Grantee"), and **Name of Agency**, (hereinafter referred to as the "Subrecipient") under this Agreement.

**WHEREAS**, the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act) amended the McKinney-Vento Homeless Assistance Act, consolidating the three (3) separate reauthorized McKinney-Vento Homeless Assistance Program (Supportive Housing Program), Shelter Plus Care Program, and Section 8 Moderate Rehabilitation SRO Program into a single grant program known as the **Continuum of Care (CoC) Program**.

**WHEREAS**, the Grantee has applied for and received funds from the United States Department of Housing and Urban Development (US HUD) under the McKinney-Vento Homeless Assistance Act as amended by **The HEARTH Act of 2009 (42 U.S.C. 11381, et. al.)**.

**WHEREAS**, the Grantee agrees to comply with all requirements of this Agreement and to accept responsibility for such compliance by the Subrecipient to which it makes grant funds available; and

**NOW, THEREFORE**, it is agreed between the parties hereto that;

1. Statement of Work

- a. Activities – The Subrecipient shall adhere to the **"US HUD FY 2013 CoC Program Grant Agreement (also referred to as Exhibit 2 Scope of Work for FY2013 Competition)" Attachment A**, which is incorporated herein and governed by the Continuum of Care (CoC) Program rules and regulations, including **24 CFR Part 578**, the McKinney-Vento Homeless Assistance Act (**42 U.S.C. 11381-11389**) (the "Act"), as may be amended, the Consolidated and Further Continuing Appropriations Act of 2013 and 2014 as well as with any applicable guidance, requirements and directives provided by US HUD. The Subrecipient shall carry out the activities specified in the **"eSnaps Application" Attachment B** including Scope of Service, Housing Type and Scale, Household details with and without children, Performance Objectives and any applicable project milestones as well as the Budget. The Subrecipient shall also adhere to the Standards of Housing and Services as set forth in the "Miami-Dade County Homeless Trust Standards of Care", as may be amended from time to time and incorporated herein by reference. The Subrecipient

shall adhere to all applicable Federal, state and local laws, regulations, rules and standards, as well as with the terms of this Agreement including all attachments.

- b. Time Schedule - The Grantee and the Subrecipient agree that this Agreement shall become effective on **Month 01, 2014**.

This Agreement shall expire on **Month 00, 2015**, one (1) year from the effective date.

Any cost incurred by the Subrecipient beyond this date will not be paid by the Grantee, except as specifically provided herein. Notwithstanding any provision herein to the contrary, certain requirements imposed on the Subrecipient by this Agreement and Federal regulations may continue for a term of **at least fifteen (15) years from the date of initial occupancy or service**, as provided in this Agreement or as specified by law or regulation. The requirements of this Agreement shall remain in effect during any time period that the Subrecipient has control over any funds generated or provided in connection with this Agreement, including program income.

- c. Budget - The Grantee agrees, subject to the availability of funds and payment of funds to the Grantee by the United States Department of Housing and Urban Development and subject to the Subrecipient's compliance with all applicable laws and agreement terms as determined by the Grantee, to pay for contracted activities according to the terms and conditions contained within this Agreement, Subrecipient's application for the CoC Homeless Assistance Program, and the Subrecipients NOFA application documents as Project Sponsor and "eSnaps Application" including the Budget incorporated herein as **Attachment B**, in an amount **not to exceed \$0.00** for Rental Assistance, **\$0.00** for Leasing, **\$0.00** for Supportive Services, **\$0.00** for Operations and **\$0.00** for overall project administration costs for a **total budget of \$0.00**.

**Pursuant to 24 CFR 578.59, the Grantee shall retain 50% of the overall project administration costs, except where limitations are imposed as may be applicable pursuant to 42 USC § 11383 (a).**

If applicable, the Subrecipient shall be reimbursed for capital funding on an incremental basis, based on the following completion benchmarks: **30%, 30%, 30% and 10%** to be provided when a final Certificate of Occupancy is obtained from the developer, in accordance with any applicable laws and regulations. All other activities shall be paid on a reimbursement basis following the submission of a monthly invoice along with the appropriate supporting documentation.

In accordance with federal requirements including **24 CFR Part 578.73**, the Subrecipient agrees to provide **match funds** in an amount that represents no less than **twenty-five percent (25%)** cash or in-kind contributions on all eligible grant funds, except leasing. If in-kind services provided through a third party are used to fulfill part of the match, a reviewed **Memorandum of Understanding (MOU)** between the Subrecipient and the third party that will provide the services must be submitted to the Grantee.

The budget figures above represent the original line item totals as delineated in the "US HUD Grant Agreement" Attachment A.

The Subrecipient may propose to shift funds by less than 10% between eligible categories in the "eSnaps Application," Attachment B, if the appropriate match is provided, the administrative costs are not increased and the proposed shift is submitted in writing for the Grantee's consideration. The Grantee may, but is not required to, approve the proposed shift. Any approval must be in writing.

As such, if Attachment B is modified as described above, the figures within the "eSnaps Application" may not match the contracted figures delineated in the "US HUD Grant Agreement." Notwithstanding the above, significant changes of greater than 10% from one approved eligible category to another as delineated in the "US HUD Grant Agreement" shall require the Grantee's written approval, as well as formal budget approval and an amendment to the "US HUD Grant Agreement" between the Grantee and US HUD.

The Subrecipient shall provide **Blank (00) CoC Homeless Assistance permanent housing** units /beds for homeless individuals/ families. This program office is located at (insert address here). The main service office is located in Miami-Dade County, Florida. The Subrecipient shall provide services as outlined in the Attachments to this Agreement as well as in the US HUD FY 2013 CoC Program Homeless Assistance Program Competition as submitted in the project application, incorporated herein by reference.

Availability of funds shall be determined in the Grantee's sole discretion.

Pursuant to Board of Miami-Dade County Commissioners Resolution 630-13 Attachment Q, the Subrecipient will also submit a detailed project budget, and sources and uses statement as within "eSnaps Application", Attachment B, which shall be sufficiently detailed to show:

- i. The total project cost;
- ii. The amount of funds to be used for administrative and overhead costs;
- iii. Whether the funds under this Agreement will be 'gap' funds meaning that they would be the last remaining funds needed to ensure funding for the total project costs;
- iv. Any profit to be made by the Subrecipient; and
- v. The amount of funds devoted toward the provision of the desired services or activities.

## 2. Records and Reports

- a. Financial Management - The Grantee and the Subrecipient shall adhere to the requirements for financial reporting as stated in **24 CFR Part 85.41**.

Requests for payment shall be submitted to the Grantee by the **fifteenth (15<sup>th</sup>)** of the month in the following manner. All requests shall include supporting documentation for each line item, including payroll reports, time sheets, invoices, leasing agreements and shall be signed by the Executive Director, Financial Officer or other duly authorized fiscal agent of the Subrecipient in the forms incorporated

herein as "LOCCS / VRS Request Voucher for Grant Payment", **Attachment H**; "Invoice and Match Compliance Report" forms, **Attachment I**.

Reimbursement shall be provided only for eligible costs associated with the activities outlined in the budget contained within the "eSnaps Application" **Attachment B**.

Any reimbursement may be withheld or reduced by the Grantee if missing receipt of documents verifying the in-kind or cash match expenditures or compliance requirements are not met. Cash match or in-kind contributions must be used for the costs of activities that are eligible in the governing regulations.

Any reimbursement may be withheld pending the receipt of approval by the Grantee of all reports and documents required herein, including but not limited to the submission of an **accurate and complete** Annual Performance Report (APR).

In no event shall the Grantee funds be advanced to any of the Subrecipient's subcontractors hereunder.

The parties agree that the Subrecipient may request a revision, amendment, or modification of the schedule of payments or line item budget. However, such revisions, amendments or modifications shall be, in writing and subject to review and approval by the Grantee and, if applicable, by US HUD. If there is a request to shift greater than 10% of funds between funding activities, such requests shall be submitted to the Grantee **no later than one hundred twenty (120) calendar days** prior to the expiration of the grant. If the request is a shift of less than 10% of funds between funding activities, a modification or revision, shall be submitted to the Grantee no later than **fifty (50) calendar days** prior to the expiration of the grant. Failure to submit the appropriate supporting documentation in a timely manner may result in the inability of the Grantee to revise, amend or modify the budget.

A final request for reimbursement from the Subrecipient will be accepted by the Grantee up to **thirty (30) days** after the expiration of this Agreement. If the Subrecipient fails to comply, all rights to payments will be forfeited if the Grantee so chooses.

A final report of expenditures shall be submitted to the Grantee within **thirty (30) calendar** days from the termination or expiration of this Agreement. If after the receipt of such final report, the Grantee determines that the Subrecipient has been paid funds not in compliance with the Agreement, and to which the Subrecipient is not entitled, the Subrecipient shall be required to return such funds. However, if the Subrecipient submits documentation demonstrating that the expenditure was in compliance with this Agreement to the satisfaction of the Grantee, the funds shall not have to be returned. The Grantee shall have the sole and absolute discretion to determine if the Subrecipient is entitled to such funds and the decision of the Grantee in this matter shall be final and binding.

- b. Records and Access to Records - Agreement records are defined as any and all books, records, client files (including client progress reports, referral forms, case notes and other reports or work product), documents, information, data, papers,

letters, materials, electronic storage data and media whether written, printed, electronic or electrical, however collected or preserved which is or was produced, developed, maintained, completed, received, or compiled by or at the direction of the Subrecipient or any subcontractor directly or indirectly related to the duties and obligations required by terms of this Agreement, including but not limited to financial books and records, ledgers, drawings, maps, pamphlets, designs, electronic tapes, computer drives, flash drives and diskettes or surveys.

The Subrecipient shall maintain Agreement records that document all actions to comply with and that relate to this Agreement, including those on race, ethnicity, gender, disability and homeless status data; and those in accordance with generally accepted accounting principles, procedures, and practices as required in Circular OMB-122 which shall sufficiently and properly reflect all revenues and expenditures of funds provided directly or indirectly by the Grantee pursuant to the terms of this Agreement which shall include but not limited to a cash receipt journal, cash disbursements journal, general ledger, and all such subsidiary ledgers as may be reasonably necessary.

The Subrecipient shall provide to the Grantee, upon request by the Grantee, all Agreement records. The requested Agreement records shall become the property of the Grantee without restriction, reservation, or limitation of their use and shall be made available by the Subrecipient at any time upon request by the Grantee. The Grantee shall have unlimited rights to all books, articles, or other copyrightable materials developed in the performance of this Agreement. These unlimited rights include the rights of royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use the work for public purposes.

The Subrecipient shall ensure that the Agreement records shall at all times be subject to and available for full access and review, inspection, or audit by Grantee and Federal personnel and any other persons so authorized by the Grantee.

The Subrecipient shall include in all the Grantee approved subcontracts, language outlining eligible substantive programmatic services, recordkeeping and audit requirements as detailed in this Agreement. This includes all subcontractors eligible to carry out substantive programmatic services as detailed in this Agreement. The Grantee shall, in its sole and absolute discretion, determine when services are eligible substantive programmatic services and subject to the audit and recordkeeping requirements described in this Agreement. These records shall be maintained pursuant to this Agreement.

If the Subrecipient received funds from or is under regulatory control of other governmental agencies, and those agencies issue monitoring reports, regulatory examinations, or other similar reports, then the Subrecipient shall provide to the Grantee a copy of each report and any follow-up communications and reports immediately upon such issuance unless such disclosure is a violation of those agencies' rules.

- c. Public Records – As may be applicable, pursuant to **§119.0701**, Florida Statutes, Subrecipient shall keep and maintain public records that ordinarily and necessarily

would be required by the Grantee in order to perform the service, provide the public with access to public records on the same terms and conditions that the Grantee would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law, ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, and meet all requirements for retaining public records and transfer, at no cost, to the Grantee all public records in possession of the Subrecipient upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Grantee in a format that is compatible with the information technology systems of the Grantee.

- d. Reports - The Subrecipient shall submit to the Grantee the reports described below or any other document in whatsoever form, manner, or frequency as may be requested by the Grantee. These reports will be used for monitoring the progress, performance, and compliance with applicable Grantee and Federal requirements.
- i. Progress Reports - The Subrecipient shall submit a "Homeless Management Information System (HMIS) generated **"Performance Report", Attachment L**, along with a summary and the forms attached hereto as **"Program Income, Rent or Occupancy Charge" Attachment J**. These reports may be revised by the Grantee, and which shall describe the progress made by the Subrecipient in achieving each of the objectives identified in **"eSnaps Application" Attachment B**. The reports shall explain the Subrecipient's progress including comparison of actual versus planned progress for the period. The reports are due by the **fifteenth (15<sup>th</sup>) day** of the following month. The request for reimbursement, are also due by the **fifteenth (15<sup>th</sup>) day** following the close of the prior month. Subrecipients that are Domestic Violence Programs shall participate in a HMIS-equivalent system. Such Subrecipients shall provide proof to the Grantee of the utilization of an alternative system to compile all required data for the Performance Report.
- ii. Annual Performance Report - The Subrecipient shall submit a HMIS generated **"US HUD CoC Annual Performance Report (0625-HUD-CoC-APR)" Attachment L**, in addition to a **complete and accurate** report using excerpts of **"eSnaps CoC APR Guidebook Financial Questions" Attachment L**. The complete and accurate APR is due to the Grantee no later than **thirty (30) days** after the end of each operating year. The above referenced report may be substituted for any other US HUD required Report if approved by US HUD.
- iii. A Program Rating and Satisfaction Survey Report shall be conducted and retained by the Subrecipient in a separate file and available for review and monitoring or as requested by the Grantee. The above Program Rating and Satisfaction Survey forms, included herein by reference only may be substituted or updated by the Grantee with a comparable satisfaction survey.
- iv. A **"CoC Homeless Assistance Program Guidelines" Attachment M** shall be completed and retained by the Subrecipient. This report must be available upon request during any site visit or comprehensive monitoring or inspection as

requested by the Grantee. This report is an informational guideline to assist in compliance to the CoC Homeless Assistance Program policies, procedures and requirements and regulations.

- v. Audit Reports - The Subrecipient shall provide to the Grantee two (2) copies of an annual certified public accountant's opinion and related financial statements on the organization no later than **one hundred-eighty (180) calendar days** following the end of the Subrecipient's fiscal year, for each year during which this Agreement remains in force or until all funds earned from this Agreement have been so audited, whichever is later, provided that the Subrecipient has such an opinion prepared.
- vi. Annual Assurance Reports - The Subrecipient who receives assistance for rental assistance, leasing, operating costs, supportive services and or project administration costs must provide an **"Annual Assurance Report"** for each year the assistance is received assuring that the project will be operated for the purpose specified in the application.
- vii. Incident Reports - The Subrecipient must report to Miami-Dade County Homeless Trust information related to **any** critical incidents occurring during the administration of its programs, using form **"Incident Report" Attachment N**. Such notification shall occur, within **twenty-four (24) hours of the incident occurring**. In addition, the Subrecipient shall report this incident to the appropriate authorities as well as submit in writing a detailed account of the incident. This Incident Report should be addressed to Miami-Dade County Homeless Trust's Disaster Coordinator, as well as the Subrecipient's assigned Contract Officer and addressed to Miami-Dade County Homeless Trust, Suite 310, 27<sup>th</sup> Floor, 111 NW First Street, Miami, Florida, 33128; (305) 375-1490 and facsimile (305) 375-2722.
- viii. The COOP Report - The Subrecipient shall submit a **Continuity of Operations Plan**, also known as an Agency Wide and Program Specific Disaster Plan in PDF format and emailed as an attachment to Miami-Dade County Homeless Trust's Disaster Coordinator and an original paper copy submitted no later than April 1<sup>st</sup> of each operating year.
- ix. Employee Certification Report - **FOR GOVERNMENT ENTITIES ONLY** - The Subrecipient that is a governmental entity shall submit certifications for those employees working solely on a particular program Agreement. The certification must be signed by the employee and supervisor and conform to OMB Circular A-87 Attachment B (h) (3). A completed **"Employee Certification for Government Entities ONLY Form" Attachment K** must be submitted in January and July (semi-annually) of each operating year within the reimbursement request documentation.

### 3. Special and General Conditions -

- a. Staff Responsibility - The Subrecipient's staff members providing eligible services under this Agreement are listed in the budget section of the **"eSnaps Application" Attachment B**.

- b. The Subrecipient shall follow the client referral process in the Scope of Service contained within the **"eSnaps Application" Attachment B**. The client referral process may be amended by the Grantee to meet changing priorities of the Continuum of Care. All referrals shall be made to the Subrecipient and accepted by the Subrecipient through the established HMIS system.
- c. The Subrecipient shall provide any documentation necessary, such as the **"W-9 Form" Attachment C**, to facilitate the reimbursement of services.
- d. The Subrecipient may be subject to a **Performance Improvement Plan (PIP)** at the discretion of the Grantee.
- e. **General Conditions** - The Subrecipient shall comply with all applicable federal, state and local laws, regulations and required policies, including but not limited to **24 CFR Part 578**, as may be amended from time to time, **24 CFR Part 583**, as may be amended from time to time, the **McKinney-Vento Homeless Assistance Act**, as may be amended from time to time (**42 U.S.C. 11381-11389**) (the "Act") the **Consolidated and Further Continuing Appropriations Acts of 2012 and of 2013**, the **"US HUD Program Grant Agreement" Attachment A** and all other Federal requirements of this grant. The responsibility for knowledge of and compliance with all Federal and any other legal requirements is that of the Subrecipient. The Subrecipient shall also comply with any guidance provided by US HUD regarding this Agreement, program and the services offered hereunder, as well as with any guidance provided by US HUD applicable to this Agreement, program and the services offered hereunder.

The Subrecipient shall abide and be governed by the requirements of the Americans with Disabilities Act (ADA). Subrecipient shall designate with its organization an ADA Coordinator to ensure that all requirements of the ADA and any related applicable regulations and requirements are met by the Subrecipient.

In addition, the Subrecipient agrees to comply with the following requirements.

- i. **Insurance** - If the Subrecipient is the State of Florida or an agency or political subdivision of the State as defined by Section 768.28, Florida Statutes, the Subrecipient shall furnish the Grantee, upon request, written verification of liability protection in accordance with Section 768.28, Florida Statutes. The written verification shall be submitted to Miami-Dade County **Risk Management, Internal Services Division**, located on the 23<sup>rd</sup> Floor, 111 NW First Street, Miami, Florida 33128. Nothing herein shall be construed to extend any party's liability beyond that provided in Section 768.28, Florida Statutes. If the Subrecipient is a non-governmental entity said Subrecipient shall maintain required liability insurance coverage as noted below during this contract period.

The Subrecipient shall maintain required liability insurance coverage as noted below at all times during this contract period.

Public Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit for bodily injury and property damage. The

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Grantee must be shown as an additional insured with respect to this coverage, as evidenced by a Certificate of Insurance.

Automobile Liability Insurance coverage for all owned, non-owned and hired vehicles used in connection with this Agreement in an amount not less than \$300,000 combined single limit for bodily injury and property damage.

Workers' Compensation Insurance for all employees of the Subrecipient as required by Florida Statutes 440.

Flood Insurance shall be maintained as per the requirements in 24 CFR Part 583.330(a).

The insurance coverage required shall include these classifications, listed in standard liability insurance manuals, which most nearly reflect the operations of the Subrecipient. All insurance policies required above shall be issued by companies authorized to do business under the laws of the state of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of Miami-Dade County Risk Management Division.

Or

Compliance with the foregoing requirements shall not relieve the Subrecipient of its liability and obligations under this section or under any other section of this Agreement.

No modification or waiver of any of the aforementioned insurance requirements shall be made without thirty (30) days written advance notice to the Grantee, and is subject to the approval of Miami-Dade County Internal Services Risk Management Division.

- ii. Indemnification - The Subrecipient shall indemnify and hold harmless the Grantee and its past, present, and future employees and agents from and against any and all claims, liabilities, losses, and causes of action which may arise out of or relate to this Agreement, or which may arise out of actions or negligence, in whole or in part, of the Subrecipient, its officers, agents, employees, or assignees in the direct or indirect fulfillment of this Agreement. The Subrecipient shall pay all claims and losses of any nature in connection therewith, and shall defend all suits, in the name of the Grantee when applicable, and shall pay all costs and judgments which may issue thereon. It is expressly understood and intended that the Subrecipient is an independent contractor and is not an employee or agent of the Grantee.

Conflicts of Interest - The Subrecipient shall disclose to the Grantee in writing any possible or actual conflicts of interest or apparent improprieties relating to the Subrecipient under this Agreement. The Subrecipient shall make each disclosure in writing to the Grantee immediately upon the Subrecipient's discovery of such

possible conflict. The Grantee will then render an opinion which shall be binding on all parties.

Affidavits – The Subrecipient shall complete, notarize and provide one (1) original set, and two (2) copies of all Affidavits outlined below. One (1) original set of Affidavits will remain on file with Miami-Dade County Clerk of the Board.

1. Miami-Dade County Ownership Disclosure Affidavit (Section 2-8.1 of Miami-Dade County Code "County Code"). **Attachment E**
2. Miami-Dade County Affidavit pursuant to Board of Miami-Dade County commissioners Resolution 630-13. **Attachment Q**
3. Miami-Dade County Employment Disclosure Affidavit (County Ordinance 90-133, Amending Section 2-8.1; Subsection (d) (2) of the County Code). **Attachment E**
4. Miami-Dade County Affirmative Action / Non-Discrimination of Employment, Promotion and Procurement Practices (County Ordinance 98-30 codified at 2-8.1.5 of the County Code). **Attachment E**
5. Miami-Dade County Criminal Record Affidavit (Section 2-8.6 of the County Code). **Attachment E**
6. Miami-Dade County Employment Drug Free Workplace Affidavit (County Ordinance 92-15 codified as Section 2-8.1.2 of the County Code). **Attachment E**
7. Miami-Dade County Employment Family Leave Affidavit (County Ordinance 142-9 codified as Section 11A-29 et. seq of the County Code). **Attachment E**
8. Miami-Dade County Disability Non-Discrimination Affidavit (County Resolution R-385-95). **Attachment E**
9. Miami-Dade County Regarding Delinquent and Currently Due Fees or Taxes (Section 2-8.1(c) of the County Code). **Attachment E**
10. Miami-Dade County Current on all County Contracts, Loans and Other Obligations. (County Ordinance 99-162). **Attachment E**
11. Miami-Dade County Domestic Violence Leave (11A-60 et.seq of the County Code). **Attachment E**
12. Sworn Statement Pursuant to §287.133(3)(a) Florida Statutes on Public Entity Crimes, **Attachment D**
13. Affidavit of Miami-Dade County Lobbyist Registration for Oral Presentation (County Ordinance Section 2-11.1(s) of the County Code), **Attachment F**. Lobbyist specifically includes the principal, as well as any agent, officer, or employee of a principal, regardless of whether such lobbying activities fall within the normal scope of employment of such agent, officer or employee.

The Subrecipient understands that the Grantee has relied on the Subrecipient's aforementioned representations in entering into this Agreement.

- f. Civil Rights – The Subrecipient agrees to abide by Chapter 11A of the Code of Miami-Dade County ("County Code"), as may be amended, which prohibits discrimination in employment, housing and public accommodations.

Where applicable the Subrecipient agrees to abide and be governed by Title VI and VII, Civil Rights Act of 1964 (42 U.S.C. 2000 et.seq.) and Title VIII of the Civil Rights Act of 1968, as amended, and Executive Order 11063, as may be amended, as well as with any applicable regulations, which provide in part that there will be no discrimination of race, color, gender/sex, religious background, ancestry or national origin in performance of this Agreement, in regard to persons served, or in regard to employees or applicants for employment or housing. It is expressly understood that upon receipt of evidence of such discrimination, the Grantee shall have the right to terminate said Agreement. **Initials here \_\_\_\_.**

It is further understood that the Subrecipient must submit affidavits attesting that it is not in violation of the American with Disabilities Act, the Rehabilitation Act, the Federal Transit Act, (49 U.S.C. 1612), and the Fair Housing Act, (42 U.S.C. 3601 et.seq.), as may be amended, as well as with any applicable regulations. If the Subrecipient or any owner, subsidiary, or other firm affiliated with or related to the Subrecipient is found by the responsible enforcement agency, the Courts or Grantee to be in violation of these Acts; the Grantee shall conduct no further business with the Subrecipient. Any contract entered into based upon a false affidavit shall be voidable by the Grantee. If the Subrecipient violates any of the Acts during the term of any contract the Subrecipient has with Miami-Dade County, such contract shall be voidable by the Grantee, even if the Subrecipient was not in violation at the time the affidavit(s) were submitted. **Initials here \_\_\_\_.**

The Subrecipient agrees that it is in compliance with the Domestic Violence Leave, codified as (Article 8, Section 11A-60 et.seq. of the County Code), as may be amended, which requires an employer, who in the regular course of business and has fifty (50) or more employees working in Miami-Dade County for each working day during each of the twenty (20) or more calendar work weeks to provide domestic violence leave to its employees. Failure to comply with this local law may be grounds for voiding or terminating this Agreement or for commencement of debarment proceedings against the Subrecipient. **Initials here \_\_\_\_.**

The Subrecipient agrees to abide and be governed by the Age Discrimination Act of 1975, (42 U.S.C. 6101 et seq.) and implementing regulations at (24 CFR Part 146), as may be amended, as well as with any applicable regulations, which provides in part that there shall be no discrimination against persons in any area of employment because of age. **Initials here \_\_\_\_.**

The Subrecipient agrees to abide and be government by Section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. 794, et. seq.), as may be amended, as well as with any applicable regulations, which prohibits discrimination on the basis of handicap. **Initials here \_\_\_\_.**

The Subrecipient agrees to abide and be governed by the requirements of the Americans with Disability Act (ADA), as may be amended, as well as with any applicable regulations. **Initials here \_\_\_\_.**

Pursuant to 24 CFR 578.23, Subrecipient hereby certifies and agrees that:

- i. Subrecipient will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project / program;
- ii. The address or location of any family violence project / program assisted under this part will not be made public, except with written authorization of the person responsible for the operation of such program and in accordance with any applicable state and local laws that prohibit disclosure of information relating to domestic violence centers;
- iii. Subrecipient will establish policies and practices that are consistent with, and do not restrict the exercise of rights provided by Subtitle B of Title VII of the McKinney-Vento Homeless Assistance Act, as amended, and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
- iv. In the case of programs that provide housing or services to families, that Subrecipients will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community including early childhood programs such as Head Start, Part C of the individuals with Disabilities Education Act, and programs authorized under Subtitle B of Title VII of the McKinney-Vento Homeless Assistance Act as amended;
- v. Subrecipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
- vi. Subrecipient will provide information, such as data and reports, as required by US HUD.

Additionally, Subrecipient agrees:

- i. To establish such fiscal controls and accounting procedures as may be necessary to assure the proper disbursement of, and accounting for grant funds in order to ensure that all financial transactions are conducted, and records maintained in accordance with generally accepted accounting principles;
- ii. To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education. A Subrecipient that serves families with school-age children shall have at least one program staff member, knowledgeable of the McKinney-Vento Education for Children and Youth Act requirements and shall comply with all requirements related to facilitation of educational opportunities consistent with Miami-Dade County Homeless Trust's Standards of Care incorporated herein by reference;
- iii. To comply with the provisions of **24 CFR 578.23(c)(9)**;
- iv. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, including the minimum requirements set forth in **§ 578.7(a)(9)**; and
- v. To operate the project(s) in accordance with the provisions of the McKinney-Vento Act and all requirements under 24 CFR part 578; and to comply with such other terms and conditions as US HUD may establish by NOFA.

#### 4. Suspension and Termination

- a. Suspension - The Grantee may, for reasonable cause, temporarily suspend the operation and authority to obligate funds of the Subrecipient, under this Agreement, or withhold payments to the Subrecipient pending necessary corrective action by the Subrecipient or both.

Reasonable cause shall be determined by the Grantee in its sole and absolute discretion and may include:

- i. Ineffective or improper use of any funds provided hereunder by the Subrecipient;
- ii. Failure by the Subrecipient to materially comply with any terms, conditions, representations or warranties contained herein;
- iii. Failure by the Subrecipient to submit any documents required by this Agreement; or
- iv. Incorrect or incomplete document submittal by the Subrecipient.

b. Termination -

- i. Termination at Will - This Agreement, in whole or in part, may be terminated by the Grantee upon no less than **fifteen (15) working days'** notice when the Grantee determines that it would be in the best interest of the Grantee and / or the Subrecipient materially fails to comply with the terms and conditions of the award. Said notice shall be delivered by certified mail, return receipt request, or in person with proof of delivery. The Subrecipient shall have **five (5) days** from the day the notice was delivered to state why it is not in the best interest of the Grantee to terminate the Agreement. However, it is up to the discretion of the Grantee to make the final determination as to what is in its best interest.
- ii. Termination for Convenience - The Grantee or Subrecipient may terminate this Agreement, in whole or part, when both parties agree that the continuation of the activities would not produce beneficial results commensurate with the further expenditure of funds. Both parties shall agree in writing upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated. However, if the Grantee determines in the case of partial termination that the reduced or modified portion of the grant will not accomplish the purposes for which the grant was made it may terminate the grant in its entirety.
- iii. Termination Because of a Lack of Funds - In the event funds to finance this Agreement become unavailable, the Grantee may terminate this Agreement upon no less than **twenty-four (24) hours'** notice in writing to the Subrecipient. Said notice shall be sent by certified mail, return receipt

requested, or in person with proof of delivery. The Grantee shall be the final and sole authority in determining whether or not funds are available.

iv. Termination for Breach - Upon terminating this Agreement under this section the Grantee, in its sole discretion, may require the Subrecipient to pay the Grantee any or all costs associated with termination of this Agreement, including but not limited to transfer of the Subrecipient's obligations under this Agreement and or selection of a new Project Sponsor. The Grantee may terminate this Agreement, in whole or in part, when the Grantee determines in its sole and absolute discretion that the Subrecipient is not making sufficient progress in the performance of this Agreement as outlined in the "Scope of Services" contained within the "eSnaps Application" Attachment B or is not materially complying with any term or provision provided herein including but not limited to the following:

1. The Subrecipient ineffectively or improperly used or uses the Grantee funds allocated under this Agreement;
2. The Subrecipient failed or fails to furnish the Certificates of Insurance required by this Agreement or as determined by Miami-Dade County Internal Services Risk Management Division;
3. The Subrecipient failed or fails to furnish proof of Licensure, proof of Certification or proof of Background Screening required by this Agreement;
4. The Subrecipient failed or fails to submit detailed reports of expenditures or final expenditure reports or submits incompletely or incorrectly;
5. The Subrecipient failed or fails to submit required reports or submits incompletely or incorrectly;
6. The Subrecipient refused or refuses to allow the Grantee access to records or refused or refuses to allow the Grantee to monitor, evaluate and review the Subrecipient's program;
7. The Subrecipient discriminates under any of the laws outlined in this Agreement;
8. The Subrecipient failed or fails to provide Domestic Violence Leave to its employees pursuant to local law;
9. The Subrecipient falsifies or violates the provisions of a Drug Free Workplace Affidavit;
10. The Subrecipient attempted or attempts to meet its obligations under this Agreement through fraud, misrepresentation or material misstatement;
11. The Subrecipient failed or fails within a specified period, to correct deficiencies found during a monitoring, evaluation or review;
12. The Subrecipient failed or fails to meet the terms and conditions of any obligation under this Agreement or otherwise of any repayment schedule to the Grantee or any of its agencies or instrumentalities;
13. The Subrecipient failed or fails to meet any of the terms and conditions of the Miami-Dade County Affidavits; and

14. The Subrecipient failed or fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements and stipulations in this Agreement.

The Subrecipient shall be given written notice of the claimed breach and **ten (10) business days** to cure same. If the Subrecipient is not provided a written waiver of the breach by the Grantee, or if the Subrecipient remains in breach of this Agreement as determined by the Grantee, the Grantee shall initiate written notice to terminate and said notice will be to terminate effective within no less than **twenty-four (24) hours**. Said notice shall be sent by certified mail, return receipt requested, or in person with proof of delivery. Waiver of Breach or any provision of this Agreement shall not be construed to be a modification, or revisions of the terms of this Agreement. The provisions contained herein do not limit the rights to legal or equitable remedies or any other provision for termination by the Grantee under this Agreement. The Subrecipient shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees. Any individual or entity who attempts to meet its contractual obligations with the Grantee through fraud, misrepresentation or material misstatement may be disbarred from Miami-Dade County contracting for up to **five (5) years**.

#### 5. Notice Regarding Future Funding Applications

Funding under this Agreement is provided by US HUD. The parties understand the Grantee, as the US HUD funding recipient, is responsible for review and approval of the funding application and response submitted to US HUD through the annual US HUD CoC Program Notice of Funding Availability (NOFA) application process for homelessness assistance funding.

The Subrecipient agrees to timely notify the Grantee of the Subrecipient's intention **not to be available to renew and continue operating or providing** the program in its entirety as covered under this Agreement. Timely is defined as the earliest of either 1) six (6) months prior to this Agreement's expiration; or 2) upon request to confirm allocations in the **Grant Inventory Worksheet (GIW)** registration process of the anticipated annual application to US HUD CoC Program NOFA.

If the Subrecipient is not available to apply for "renewal funding" or for the continuation of the program outlined in this Agreement, and failed to timely advise the Grantee as described herein, then the Grantee in its sole discretion **may opt not** to enter into future grant agreements with the Subrecipient.

Further, in the event the Subrecipient will not be available to apply for renewal funding applicable to this Agreement, the Subrecipient agrees to ensure that housing is maintained for persons served by the Subrecipient under this Agreement after the expiration of this Agreement so that those persons do not become homeless.

Notice from Subrecipient to Grantee pursuant to this section shall be delivered in writing by certified mail, return receipt request, or in person with proof of delivery, to the attention of Miami-Dade County Homeless Trust Executive Director.

6. Reversion of Assets

- a. **Term of Commitment** - If the Subrecipient receives assistance for acquisition, rehabilitation, or new construction, then the Subrecipient shall agree to operate the "McKinney-Vento Act housing" or provide "McKinney-Vento Act services" in accordance with this Agreement and applicable laws, and regulations for a term of at least **fifteen (15) years** from the date of initial occupancy or date of initial service provision. If the United States, Department of Housing and Urban Development (US HUD) determines a project is no longer needed for use as homeless assistance housing or services, then US HUD may provide authorization to the Grantee on behalf of the Subrecipient to convert the project to a project for the direct benefit of low-income persons pursuant to a request for such use by the Grantee on behalf of the Subrecipient operating the project as Project Sponsor (24 CFR 583.305(a)). The parties hereby agree to this provision shall survive the expiration or termination of this Agreement.

**Repayment of Grant** - If the Subrecipient does not provide supportive housing or supportive services for **fifteen (15) years** following the date of initial occupancy or date of initial service provision pursuant to this Agreement, then the Grantee shall require repayment of the entire amount of the grant or partial repayment of the grant used for acquisition, rehabilitation, or new construction, unless conversion of the project has been authorized by US HUD pursuant to the terms in the Term of Commitment Section 5(b) of this document (24 CFR 583.305(b)). The parties hereby agree this provision shall survive the expiration or termination of this Agreement.

- b. **Prevention of Undue Benefit** - Upon the sale or other disposition of a project assisted with acquisition, rehabilitation or new construction funds occurring before the expiration of the **fifteen (15) year** period, the Subrecipient must comply with such terms and conditions as US HUD and the Grantee may prescribe to prevent the Subrecipient from unduly benefiting from such sale or disposition.

The Subrecipient shall return to the Grantee, upon the expiration or termination of the Agreement, any funds on hand, any accounts receivable attributable to those funds, and any overpayment due to unearned funds or costs disallowed pursuant to the terms of this Agreement that were disbursed to the Subrecipient by the Grantee.

- c. **Revocation of License or Permit** - Notwithstanding any provision of this Agreement to the contrary, revocation of any necessary license, permit, or approval by a governmental authority may result in immediate termination of this Agreement upon no less than **twenty-four (24) hours'** notice. Said notice shall be certified by mail or hand delivery.
- d. **Declaration of Restrictive Covenant and Declaration of Restrictions** -Where grant funds are used for acquisition, construction or rehabilitation under this Agreement, the Subrecipient shall record a Declaration of Restrictive Covenants, as well as a Declaration of Restrictions, in accordance with this section.

The Declaration of Restrictive Covenants and the Declaration of Restrictions shall restrict the use of properties located at \_\_\_\_\_, in Miami-Dade County, Florida such that the properties must be operated for the provision of homeless housing and services for homeless persons in accordance with the provisions of (24 CFR Part 583, Code of Federal Regulations) and any other applicable laws or regulations for a term of at least **fifteen (15) years** or for such other purposes as may be approved by the Grantee and US HUD.

The Subrecipient agrees that the Declaration of Restrictive Covenants and the Declaration of Restrictions shall be signed by the Subrecipient, as well as the title owner of the subject property and any other relevant property interest holders, including but not limited to a lessee of the title holder subleasing the property to the Subrecipient. If the Subrecipient is not the title owner of the subject property, the Subrecipient shall be responsible for obtaining execution of the Declaration of Restrictive Covenants and the Declaration of Restrictions by the title owner and by any other parties required by US HUD. The Subrecipient shall be responsible for ensuring that any signatories required by US HUD sign the Declaration of Restrictive Covenants and the Declaration of Restrictions whether US HUD requires such signatories by regulation or by guidance provided directly regarding the project and / or property covered under this Agreement.

The Declaration of Restrictive Covenants executed by the Subrecipient and any other required parties and recorded by the Subrecipient must be approved by US HUD. The Subrecipient must provide US HUD with proof of recordation of the approved Declaration of Restrictive Covenants before funds for Rehabilitation or New Construction may be drawn down. Acquisition funds may be drawn down before proof of recordation is received by US HUD; however, no other grant funds will be available for draw down until US HUD is satisfied with the form and recordation of the Declaration of Restrictive Covenants.

The Subrecipient agrees to inform any lender or grantor which has loaned or granted funds for the purchase of such properties or structure on the subject property or properties covered under this Agreement and obtain their consent to the recordation of and subordination to the "Declaration of Restrictive Covenants" and the "Declaration of Restrictions". Such consent shall be in a form acceptable to the Grantee.

The parties hereby agree this provision shall survive the expiration or termination of this Agreement.

## 7. Uniform Administrative Requirements

### a. Accounting Standards, Costs Principles and Regulations

- i. The Subrecipient shall comply with Federal accounting standards and cost principles according to OMB Circular A-122 and (24 CFR 578 et.seq.) and any other applicable laws and regulations.

- ii. The Subrecipient shall comply with applicable provisions of applicable Federal, State, and County laws, regulations, and rules such as OMB Circular A-110, OMB Circular A-21, and OMB Circular A-133 and with the Energy Policy and Conservation Act (Public Law 94-163) which requires mandatory standards and policies related to energy efficiency. If any provision of this Agreement conflicts with any applicable law or regulation, only the conflicting provision shall be modified to be consistent with the law or regulation or be deleted if modification is impossible. However, the obligations under this Agreement, as modified, shall continue and all provisions of this Agreement shall remain in full force and effect.
- iii. If the amount payable to the Subrecipient pursuant to the terms of this Agreement is in excess of **\$100,000.00**, or such other amount as required by applicable law or regulation; the Subrecipient shall comply with all applicable standards, orders, or regulations issued pursuant to Section 306 of the Clean Air Act of 1970 (42 U.S.C. 1857(h)), as amended; the Federal Water Pollution Control Act (33 U.S.C. 1251), as amended; Section 508 of the Clean Water Act (33 U.S.C. 1368); the Environmental Protection Agency regulations (40 CFR Part 15); Executive Order 11738; and the Environmental Review Procedures and Regulations (24 CFR Part 58 and 24 CFR Part **583.230**). The Subrecipient shall comply with all applicable laws and regulations governing this Agreement

b. Retention of Records

- i. The Subrecipient shall retain records pertinent to expenditures and all Agreement records for a period of at least **five (5) years**, hereinafter referred to as "Retention Period". For all non-Grantee assisted activities the Retention Period shall begin upon the expiration or termination of this Agreement.
- ii. If the Grantee or the Subrecipient has received or been given notice of any kind indicating any threatened litigation, claim or audit arising out of the services provided pursuant to the terms of this Agreement, the Retention Period shall be extended until such time as the threatened or pending litigation, claim or audit is, in the sole and absolute discretion of the Grantee, fully, completely and finally resolved.
- iii. The Subrecipient shall allow the Grantee or any persons authorized by the Grantee full access to and the right to examine any of the Agreement records during the required Retention Period.
- iv. The Subrecipient shall notify the Grantee in writing both during the pendency of this Agreement and after its expiration as part of the final close out procedure of, the location and address where all the Agreement records will be retained.

- v. The Subrecipient shall obtain prior written approval by the Grantee for the disposal of any Agreement records before disposing of such records if it is within **one (1) year** after the expiration of the Retention Period.

## 8. Additional Requirements

The Subrecipient shall comply with the following additional requirements:

- a. **Client Rules and Regulations** – The Subrecipient shall submit to the Grantee a copy of the Client Rules and Regulations that apply to all program or client participants referred to the Subrecipient pursuant to this Agreement. This copy is due within **thirty (30) calendar days** following the execution of this Agreement.
- b. **Personnel Policies and Administrative Procedure Manuals** – The Subrecipient shall submit detailed documents describing all the Subrecipient's policies and procedures for internal control, corporate, or organizational structure, property management, procurement, personnel management, accounting and fiscal information. This information shall be available to the Grantee upon request.
- c. **Monitoring** – The Subrecipient shall permit the Grantee and any other persons authorized by the Grantee to monitor, according to applicable regulations, all Agreement records, facilities, goods, services and activities of the Subrecipient which are in any way connected to the activities undertaken pursuant to the terms of this Agreement including interview of any participant, employee, subcontractor, or assignees of the Subrecipient. The Grantee shall monitor both fiscal and programmatic compliance with all terms and conditions of this Agreement including a review of beneficiaries, supportive services, housing, operating costs, program and performance progress, site habitability, participant eligibility, documentation for required match, record keeping, and compliance with circulars, administrative costs, technical assistance visits, and environmental review. The Subrecipient shall permit the Grantee to conduct site visits, participant assessment surveys, and other techniques deemed reasonably necessary to fulfill the monitoring function. If the Grantee monitors and there is a finding of deficiencies report; said report may be delivered to the Subrecipient, and if so delivered, the Subrecipient shall rectify all deficiencies cited within the period of time specified in the report. Pursuant to Board of Miami-Dade County Commissioners **Resolution 630-13**, Miami-Dade County Mayor or Mayor's designee may make unannounced, on-site visits during normal working hours to the Subrecipient's headquarters and / or any locations or site where the services contracted for are performed.
- d. **Restrictions of Funds Use** – The funds received under this Agreement (and any State or local government funds used to supplement this Agreement) may **not** be used to replace State or local funds previously used, or designated for use to assist homeless persons (24 CFR Part 583.150(a)). The Subrecipient shall notify the Grantee of any additional funding received for any activity described in this Agreement, other than the **"Program Income, Rent or Occupancy Charge Report", Attachment J** which is addressed in Section 2 d. Records and Reports. Such notification shall be in writing and received by the Grantee within **thirty (30) calendar days** of the Subrecipient's notification by the funding source.

- e. Related Parties – The Subrecipient shall report to the Grantee the name, purpose and any other relevant information in connection with any transaction conducted between the Subrecipient and a related party transaction. A related party includes, but is not limited to; a for-profit or nonprofit subsidiary or affiliate organization, and organization with overlapping boards of directors or any organization for which the Subrecipient is responsible for appointing members. The Subrecipient shall report this information to the Grantee upon forming the relationship or if already formed, shall report it immediately. Any supplemental information shall be reported in the Grantee required Agency Narrative and Progress Report which are addressed in Section 2 b. Records and Reports.
- f. Required Meeting Attendance – From time to time, Grantee through Miami-Dade County Homeless Trust may schedule meetings and or training sessions to assist the Subrecipient in the performance of its contractual obligations or to inform the Subrecipient of new and or revised policies and procedures. Attendance at some of these meetings may be mandatory. The Subrecipient shall receive notice no less than **three (3) business days** prior to any meeting or training session that may require mandatory participation. A record of attendance shall be kept of meetings or training sessions where notice was given indicating the mandatory participation of the Subrecipient and the Subrecipient shall be monitored for compliance on that record of attendance. Failure to attend meetings or training sessions for which a mandatory notice has been provided can result in material non-compliance of the Agreement, up to and including **Breach or Default**. Proof of mandatory notice shall consist of fax record, certified mail, electronic confirmation and or verbal communication with the Agreement contact person or persons and other program administrative staff of the Subrecipient. The Subrecipient may select one or more employees from their Agency, directly involved in the Agreement program, as their representative at the meeting or training session; the participation of the Agreement contact person or persons is preferred. The Subrecipient may request waiver from a mandatory meeting. That waiver must be received no later than twenty-four (24) hours prior to the meeting date and time, and justification provided, including the reason the Subrecipient could not send any representative. The Grantee shall have absolute and final approval over any determination to waive mandatory attendance; and no more than **two (2)** mandatory attendance waivers shall be allowed during the term of this Agreement. The Subrecipient is encouraged to attend all meetings of Miami-Dade County Homeless Trust and or its Committees, as information relevant to their program or services may be discussed.
- g. Publicity and Advertisements – The Subrecipient shall ensure that all publicity and advertisements prepared and released by the Subrecipient; such as pamphlets and news releases already or indirectly related to activities funded pursuant to this Agreement, and all events carried out to publicize the accomplishments of any activity funded pursuant to this Agreement, recognize the Grantee as its funding source.
- h. Procurement – The Subrecipient shall make a positive effort to procure supplies, equipment, construction or services necessary or related to carrying out the terms of this Agreement from minority and women owned businesses, and to provide these to the maximum feasible competitive opportunity as permitted by applicable

law. If this Agreement involves the expenditure of \$100,000 or more by Miami-Dade County, and the Subrecipient intends to use subcontractors to provide the services listed herein or suppliers to supply the materials, the Subrecipient shall provide Miami-Dade County with the names of the subcontractors and suppliers, **Attachment G**. Subrecipient agrees that it will not change or substitute subcontractors or suppliers from those listed without prior written approval of Miami-Dade County.

- i. Involvement of HUD-assisted individuals and families – per 24 CFR 578.23 (c)(3), the Subrecipient agrees to ensure to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining and operating facilities for the project and in providing supportive services for the project. Further, per the Housing and Urban Development Act of 1968, as amended, (12 U.S.C. 1701u) to the greatest extent feasible, opportunities for training and employment, for services or programs covered under this Agreement, should be given to lower-income residents of HUD-assisted projects and contracts for work in connection with the project be awarded in substantial part to persons residing in the area of the project.
  
- j. Property – This section applies to equipment with an acquisition cost of greater than **\$5,000.00** per unit and all real property. 1) Any real property under the control of the Subrecipient that was acquired and or improved in whole or in part with funds from Grantee, or from Miami-Dade County and any equipment or property purchased for greater than **\$5,000.00**, shall, upon expiration or termination of this Agreement, be disposed in accordance with instructions from the Grantee. Real Property is defined as land, including land improvements, structures, and appurtenances thereto, including moveable machinery and equipment. Equipment means tangible, non-expendable, personal property having a useful life of more than one (1) year and acquisition costs of greater than \$5,000.00 per unit. 2) The Subrecipient shall list in the property records all equipment with an acquisition cost of greater than **\$5,000.00** per unit and all real property purchased in whole or in part with funds from the Grantee or from Miami-Dade County from this Agreement or from previous agreements. The property record shall include a legal description, size, date of acquisition, and value at time of purchase, owner's name if different than the Subrecipient, information on the transfer or disposition of the property, and map indicating where property is in parcels, lots or blocks and showing adjacent streets and roads. Notwithstanding documents required for reimbursement purposes, an additional copy of the purchase receipt for any property described above which was purchased using Grantee or Miami-Dade County funds must also be included in the reimbursement package along with the **"Real Property and Equipment Asset Inventory" Attachment O** in the month it was purchased. 3) All equipment with an acquisition cost of greater than **\$5,000.00** per unit and all real property shall be inventoried annually by the Subrecipient and an Annual Inventory Report submitted to the Grantee. This report shall include the elements listed above.
  
- k. Management Evaluations and Performance Reviews - The Grantee may conduct formal Management Evaluations and Performance Reviews of the Subrecipient following this expiration of this Agreement. The Management Evaluations will

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reflect the compliance of the Subrecipient with generally accepted fiscal and organizational standards and practices. The Performance Reviews will reflect the quality of service provided and value received of the funds using monitoring data such as progress reports, site visits, and participants' surveys.

- I. Subcontracts and Assignments – The Subrecipient shall not assign this Agreement without the Grantee's written consent to the assignment. The Subrecipient shall ensure that all subcontracts and assignments; 1) Identify the full, correct and legal name of the party; 2) Describe the activities to be performed; 3) Present a complete and accurate breakdown of all price components; and 4) Incorporate provisions requiring compliance with all applicable regulatory and other requirements of this Agreement with any conditions of approval that the Grantee deems necessary. This applies only to subcontracts and assignments in which parties are engaged to carry out any eligible substantive programmatic service as set forth in this Agreement. The Grantee shall in its sole and absolute discretion determine when services are eligible substantive programmatic services subject to the audit and record keeping requirements described above.

The Subrecipient shall ensure that all subcontracts and assignments which involve the expenditure of one hundred thousand dollars (\$100,000.00) or more, comply with (Miami-Dade County Ordinance 97-104, § 1, 7-8-97), which shall require the entity contracting with Miami-Dade County to list all first tier subcontractors who will perform any part of the contract and all suppliers who will supply materials for the contract work directly to such entity. The contract shall also require the entity contracting with Miami-Dade County to report to Miami-Dade County the race, gender, and ethnic origin of the owners and employees of all such first tier subcontracts. This Agreement shall require the Subrecipient to provide Miami-Dade County the race, gender and ethnic information as soon as reasonably available and in any event prior to final payment under the contract. The Subrecipient shall not change or substitute subcontractors or suppliers from those listed except upon written approval of the County. The Subrecipient must provide the list of all first tier subcontractors and direct suppliers; see "**Subcontractor Supplier Listing**" **Attachment G**. The Subrecipient shall incorporate into all consultant subcontracts this additional provision: "The Subrecipient is not responsible for any insurance or other fringe benefits for the consultant or its employees, (examples social security, income tax withholdings, retirement or leave benefits). The consultants assume full responsibility for the provision of all insurance and fringe benefits for themselves and their employees retained by the consultants in carrying out the Scope of Service provided in this subcontract". The Subrecipient shall be responsible for monitoring the contractual performance of all subcontracts. The Subrecipient shall receive written documentation prior to entering into any subcontract which contemplates performance of substantive programmatic activities, as such is determined as provided herein. The approval of the Grantee shall be obtained prior to the release of any funds to the Subrecipient for the subcontract. The Subrecipient shall receive written approval from the Grantee prior to either assigning or transferring any obligations or responsibilities set forth in this Agreement or the right to receive benefits or payments resulting from this Agreement. Approval by the Grantee of any subcontract or assignment shall not under any circumstances be deemed to provide

for the incurring of any obligation by the Grantee in excess of the total dollar amount set forth in this Agreement.

- m. Consultant to the Grantee – the parties understand that in order to facilitate the implementation of this Agreement, the Grantee may from time to time designate a development consultant to work with the Subrecipient. The Grantee's Consultant shall be considered the Grantee's designee with respect to all portions of this Agreement with the exception of those provisions relating to payment to the Subrecipient for services rendered. The Grantee shall provide written notification to the Subrecipient of the name, address and employee representatives of the Grantee's Consultant.
- n. Participation in the Homeless Management Information System (HMIS) – The Subrecipient agrees to participate in a Homeless Management Information System selected and established by the Grantee. Participation will include, but not be limited to, input of client data upon intake, daily updates of bed availability information, as well as updates to current and prior client's records upon client contact, and maintaining current data for statistical purposes. Subrecipients of Domestic Violence Programs with heightened privacy and confidentiality concerns are required to participate in an HMIS equivalent system to include the necessary stricter privacy and confidentiality standards. The Subrecipient understands that they are responsible for any ongoing costs to access the HMIS system. The Subrecipient agrees to abide by terms of any HMIS Agreements, which are incorporated herein by reference. The Subrecipient shall indemnify and hold harmless the Grantee and Miami-Dade County, its agents and instrumentalities from any and all liability, losses and damages arising out of or relating to this Agreement or the HMIS system.
- o. Miami-Dade County Inspector General review – The Subrecipient understands that Miami-Dade County, Office of the Inspector General may, on a random basis, perform audits on all Miami-Dade County contracts, throughout the duration of said contracts.
- p. Independent Private-Sector Inspector General review – The Subrecipient understands that Miami-Dade County Inspector General is also empowered to retain the services of Independent Private-Sector Inspector Generals, to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement processes including but not limited to project design, application and project specifications, proposals submittals, activities of the Subrecipient, its officers, agents and employees, lobbyists, Miami-Dade County staff, and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.
- q. Renegotiation or Modification – The Subrecipient agrees that modifications to provisions of this Agreement shall only be valid, when in writing and signed by duly authorized representatives of all parties. In addition, the Subrecipient may not make any significant changes to an approved program without prior written approval by the Grantee. Significant changes include, but are not limited to, changes in the Project Sponsor, changes in the project site location, additions or deletions in

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types of program or funding activities outlined in 24 CFR 578.37 – 578.63 and the Notice of Funding Availability (NOFA) process approved in the Technical Submission for this program, or a shift of greater than ten (10) percentage points between approved funding activities, or a change in the population served, the number of population served, or any other changes deemed significant by the Grantee. Depending upon the nature of the change, the Grantee may require a new certification of consistency with the Consolidated Plan Certification from the United States Department of Housing and Urban Development. Any approval for changes is contingent upon United States, Department of Housing and Urban Development Field Office approval of the continuation of the Subrecipient's renewal ranking in the CoC NOFA application process.

The parties agree to renegotiate this Agreement if the Grantee determines, in its sole and absolute discretion, that changes are necessary for reasons including but not limited to changes in Federal, State, County laws or regulations, or increases or decreases in funding allocations. The Grantee shall have final authority in determining funding availability for this Agreement caused by changes listed above. Notwithstanding the foregoing, the Grantee retains all rights of suspension and termination set forth in other section(s) of this Agreement.

- r. Right to Waive – The Grantee may, for good and sufficient cause, determined by the Grantee in its sole and absolute discretion, waive provisions in this Agreement in writing or seek to obtain such waiver from the appropriate authority. All waiver requests from the Subrecipient must be in writing. Any waiver shall not be construed as a modification or revision to this Agreement.
- s. Disputes – In the event that an unresolved dispute exists between the Subrecipient and the Grantee, the Grantee shall refer the questions, including the views of all interested parties and the recommendation of the Miami-Dade County Homeless Trust, to the Miami-Dade County Mayor or the Mayor's designee for determination. The Mayor or Mayor's designee will issue a determination within **thirty (30) calendar days** of receipt and so advise the Grantee and the Subrecipient, or in the event additional time is necessary, the Grantee will notify the Subrecipient within the thirty (30) day period that additional time is necessary. The Subrecipient agrees that the determination of the Mayor or the Mayor's designee shall be final and binding on all parties.
- t. Proceedings – This Agreement shall be construed in accordance with the laws of the State of Florida and any proceedings arising between the parties in any manner pertaining or related to this Agreement shall, to the extent permitted by law, be held in Miami-Dade County, Florida.
- u. No Third Party Beneficiaries – This Agreement has no intended or unintended third party beneficiaries.
- v. Construction of the Agreement – This Agreement shall not be construed against the drafter of this Agreement.
- w. Sovereign Immunity – Nothing in this Agreement shall be considered a waiver of sovereign immunity.

- x. Notice and Contact - The Grantee's representative for this Agreement is **Victoria L. Mallette, Executive Director, Miami-Dade County Homeless Trust**. The Subrecipient's representative for this Agreement is (\_\_\_\_\_). The project site location is (\_\_\_\_\_). In the event that different representatives are designated by either party after this Agreement is executed, or the Subrecipient changes the address of either the program site or principal office, the Subrecipient must notify the Grantee prior to such relocation and obtain all necessary approvals. Notice of the name of the new representative or new address will be rendered in writing to the Grantee and said notification attached to the originals of this Agreement. **(The Subrecipient shall attach a list of its Board of Directors and Table of Organization to this Agreement)**
- y. Name and Address of Payee - **When payment is made to the Subrecipient, it shall be directed to the name and address of the payee listed here:**  
 (Subrecipient's Name: \_\_\_\_\_)  
 (Address: \_\_\_\_\_)  
 All Terms and Conditions included - This Agreement and its attachments as referenced contain all the terms and conditions agreed upon by the parties. The following documents are attached to this Agreement **(Attachments A through Q)**
- z. Autonomy - Both parties agree that this Agreement recognizes the autonomy of and stipulates or implies no affiliation between the contracting parties. The parties acknowledge that the relationship of Grantee and Subrecipient is that of independent contractors and that nothing contained in this Agreement shall be construed to place Grantee and Subrecipient in the relationship of principal and agent, employer and employee, master and servant, partners or joint ventures. Neither party shall have, expressly or by implication, or represent itself as having, any authority to make contracts or enter into any agreements in the name of the other party, or to obligate or bind the other party in any manner whatsoever.
- aa. Severability of Provisions - If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of all applicable law.
- bb. Waiver of Trial - Neither the Subrecipient, subcontractor nor any other person liable for the responsibilities, obligations, services and representations herein, nor any assignee, successor heir or personal representative of the Subrecipient, subcontractor or any such other persons or entities shall seek a jury trial in any lawsuit, preceding, counterclaim or other litigation proceeding based upon or arising out of this Agreement, or the dealings or the relationship between or among the parties to this Agreement.
- cc. Counties and Municipalities outside Miami-Dade County - The Subrecipient agrees to provide homeless housing within Miami-Dade County and further agrees to abide by, as well as to post this notice: Notice that all firms, corporations, organizations or individuals desiring to transact business or enter into a contract with Miami-Dade County for the provision of homeless housing and or homeless services swears, verifies, affirms and agrees that 1) they have not entered into any current contracts,

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arrangements of any kind, or understanding with any county, or municipality outside of Miami-Dade County to provide housing and services for homeless persons in Miami-Dade County who are transported to Miami-Dade County by or at the behest of such counties and municipalities outside Miami-Dade County; and 2) During the term of this contract, entities listed above will not enter into any such contract, arrangement of any kind or understanding provided however, Miami-Dade County Homeless Trust may, in its sole and absolute discretion, find and determine within **sixty (60) days** of an entity's request to waive the requirements of this section, that a proposed contract should not be prohibited hereby, as the best interests of the homeless programs undertaken by and on behalf of Miami-Dade County would be served and Miami-Dade County would not be negatively affected by such contract, arrangement, or undertaking.

- dd. Compliance with all applicable Laws, Regulations, Ordinances, Policies and Standards - The Subrecipient agrees to comply with all applicable Federal, State, and local laws, regulations, ordinances, and standards including but not limited to any applicable requirements regarding payment and performance bonds and other requirements for public works, competitive bid and bid bond requirements, if applicable, as well as with requirements contained in the Grantee's **"2013 Continuum of Care Program Grant Agreement", Attachment A**. The Subrecipient also agrees to sign and provide the Grantee with any required affidavits.

Additionally, the Subrecipient shall comply with any and all guidance that Grantee receives from US HUD regarding this Agreement, the program and / or services covered herein, and clarification of existing laws and regulations

- ee. Pink Slime - The Subrecipient will not use products or foods containing "pink slime", as defined in Resolution 478-12 of the Board of Miami-Dade County Commissioners, in food that is provided or served pursuant to this Agreement.

#### 9. Religious Organizations

Pursuant to 24 CFR Part 583.150, a primarily religious organization is eligible to receive US HUD funding, if the organization agrees to provide homeless housing and services in a manner that is free from religious influences and in accordance with the following principles;

- a. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
- b. It will not discriminate against any person applying for homeless housing or services on the basis of religion and will not limit such homeless housing or services or give preference to persons on the basis of religion; and
- c. It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of homeless housing and services funded hereunder.

The Subrecipient shall comply with the provisions of this section and with 324 CFR Part 583.150, as well as with any other applicable laws or regulations governing a primarily religious organization as applicable.

#### 10. Health Insurance Portability and Accountability Act (HIPAA)

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of Individually Identifiable Health Information (IIHI) and or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any applicable federal, state, county and local laws and policies. HIPAA mandates for privacy, security and electronic transfer standards that include but are not limited to the following:

- a. Use of information only for performing services required by the contract or as required by law;
- b. Use of appropriate safeguards to prevent non-permitted disclosures;
- c. Reporting to Miami-Dade County of any non-permitted use or disclosure;
- d. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Subrecipient and provides reasonable assurances that IIHI and PHI will be held confidential;
- e. Making PHI available to the customer;
- f. Making PHI available to Miami-Dade County for an accounting of disclosures;
- g. Making internal practices, books and records related to PHI and IIHI available to Miami-Dade County for compliance audits and for other purposes as may be permitted by law; and
- h. PHI shall maintain its protected status regardless of the form and method of transmission (including paper and or electronic transfer of data).

The Subrecipient must give its customers written notice of all privacy information practices including but not limited to description of the types of uses and disclosures that would be made with protected health information.

#### 11. Proof of Licensure / Certification and Background Screening

- a. Licensure. - If the Subrecipient is required by the State of Florida or Miami-Dade County or any federal, state or local law or regulation to be licensed or certified to provide the services or operate the facilities outlined in the Scope of Service contained within the "Electronic Review, Renewal Adjustment and HEARTH Renewal Application", Attachment B, the Subrecipient shall furnish to the Grantee a copy of all required current licenses or certificates. Examples of services or operations requiring such licensure or certification include but are not limited to childcare, day care, nursing homes, and boarding homes.

If the Subrecipient fails to furnish the Grantee with the licenses, certificates or certifications required under this Section, the Grantee in its sole discretion, shall not disburse any funds until it is provided with such licenses or certifications. Failure to provide the required licenses or certification within **sixty (60) days** of execution of this Agreement may result in termination of this Agreement at the Grantee's discretion.

- b. Background Screening - The Subrecipient agrees to comply with all applicable federal, state and local laws, regulations, ordinances and resolutions regarding background screening of employees, volunteers, subcontractors and independent contractors. Subrecipient's failure to comply with any applicable laws, regulations, ordinances and resolutions regarding background screening of employees, volunteers, subcontractors and independent contractors is grounds for a material breach and termination of this contract at the sole discretion of Miami-Dade County.

The Subrecipient agrees to comply with all applicable laws, (including but not limited to chapters 39, 402, 409, 394,408, 393, 397, 984, 985, 1012 and 435, Florida Statutes, and § 943.04351, Florida Statutes, as may be amended from time to time), regulations, ordinances and resolutions regarding background screening of those who may work or volunteer directly with or in the vicinity of vulnerable persons as defined by § 435.02 Florida Statutes, as may be amended from time to time.

In the event criminal background screenings is required by law, the State of Florida and / or Miami-Dade County, the Subrecipient will permit **only** employees, volunteers, subcontractors and independent contractors with a satisfactory national criminal background check through an appropriate screening agency (i.e., the Florida Department of Juvenile Justice, Florida Department of Law Enforcement or Federal Bureau of Investigation) to work or volunteer in direct contact with or in the vicinity of vulnerable persons. The Subrecipient shall also comply with § 943.059, Florida Statutes, regarding court-ordered sealing of criminal history records, and § 943.0585, Florida Statutes, regarding court-ordered expunction of criminal history records, as may be applicable.

The Subrecipient agrees to ensure that employees, volunteers, subcontracted personnel and independent contractors who work with vulnerable persons satisfactorily complete and pass Level 2 background screenings before working or volunteering with any vulnerable population. The Subrecipient shall furnish Miami-Dade County with proof that employees, volunteers, subcontracted personnel, and independent contractors who work with vulnerable persons, satisfactorily passed Level 2 background screening pursuant to Charter 435 Florida Statutes, as may be amended from time to time.

If the Subrecipient fails to furnish to Miami-Dade County proof that an employee, volunteer, subcontractor or independent contractor's Level 2 or other required background screening was satisfactorily passed and completed prior to that employee, volunteer, subcontractor or independent contractor working or volunteering with or in the vicinity of a vulnerable person or vulnerable persons, Miami-Dade County shall not disburse any further funds and this Agreement may be subject to termination at the sole discretion of the Grantee.

**SIGNATURES CONTINUE ON NEXT PAGE**

IN WITNESS WHEREOF, the parties have caused this **thirty-three (33) page** Agreement to be executed by their respective and duly authorized officers the day and year first above written.

**WITNESSES:**

**ENTITY:**

1. \_\_\_\_\_  
(Signature)

Subrecipient: \_\_\_\_\_  
(Print full name of Organization)

\_\_\_\_\_  
(Print Witness Name)

\_\_\_\_\_  
(Signature)

2. \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Authorized Signatory)

\_\_\_\_\_  
(Print Witness Name)

\_\_\_\_\_  
(Print Title of Authorized Signatory)

Affix  
Incorporation  
SEAL here

**ATTEST:**

**Miami-Dade County, a political subdivision of  
The State of Florida**

HARVEY RUVIN, CLERK

BY: \_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Carlos A. Gimenez, Mayor

\_\_\_\_\_  
Date

Approved as to form and legal sufficiency as to Miami-Dade County:

\_\_\_\_\_