Notice of Public Meeting

(Meeting is subject to change or cancellation)

In compliance with Section 286.011 of the Florida Statutes, please be advised that a meeting of the Board of Commissioners of the Broward County Housing Authority followed by meetings of the Board of Directors of Building Better Communities, Inc. and MCCAN Communities, Inc. are scheduled for **Tuesday, October 21, 2025, at 9:30 am**.

ATTENDING AND VIEWING THE MEETINGS

Members of the public may attend the meeting in-person at the Broward County Housing Authority Corporate Office located in the Headway Office Park at 4780 North State Road 7, Lauderdale Lakes, FL 33319. The meeting may also be viewed live using the ZOOM virtual meeting platform via the following link:

https://uso2web.zoom.us/j/86912565035?pwd=aNCFQuif8d7kjDavvW9SpKqEFmXIoB.1

The Zoom Meeting Passcode is: 945911

Members of the public may also join the meeting by phone. The Meeting Call-in Number is: 1 (305) 224-1968 or 1 (309) 205-3325. The Webinar ID to join the meeting by calling in is 869 1256 5035, and the passcode is 945911.

For more information on using ZOOM, please visit ZOOM Support at the following link: https://support.zoom.us/hc/en-us.

PUBLIC COMMENTS:

Persons who wish to make public comment must submit a request via email to bcha@bchafl.org by 2:00 p.m. on Monday, October 20, 2025. The email must contain your name, address, and telephone number. Additionally, please identify if you are attending in person, by ZOOM, or by telephone.

When addressing the Board, please begin by stating your name and address for the record. Public comments are limited to three minutes. Persons desiring to provide public comment may do so by one of the following options:

Via Email: Comments may be submitted by email to bcha@bchafl.org by 2:00 p.m. on Monday, October 20, 2025, and shall be made a part of the public record.

ZOOM Video Participation: If attending via ZOOM and you want to make a public comment, click "raise hand" on the bottom of the "participants" tab, when your name is called your audio will be unmuted. To make a public comment in this manner, you must preregister by sending an e-mail to bcha@bchafl.org by 2:00 p.m. on Monday, October 20, 2025.

ZOOM Telephone Participation: If attending via ZOOM telephone and you want to make a public comment, press *9 to "raise your hand." When the last four digits of your telephone number are called, your audio will be unmuted. To make a public comment in this manner, you must preregister by sending an e-mail to bcha@bchafl.org by 2:00 p.m. on Monday, October 20, 2025.

In compliance with Section 286.26 of the Florida Statutes, BCHA wishes to ensure that all members of the public have access to all public meetings. If you require a special accommodation, please contact the Executive Assistant at (954) 739-1114 extension 1023 or via the TRS/Florida Relay Service 711 at least 48 hours prior to the meeting date.



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Agenda

Board of Commissioners Meeting

Tuesday, October 21, 2025

In compliance with Section 286.0105 of the Florida Statutes, if any person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at this meeting or hearing, he or she will need a record of the proceedings, and for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. If you would like a copy of the agenda, please send an email to publicrecords@bchafl.org or contact us by phone at (954) 739-1114 x 1023. The Broward County Housing Authority (BCHA) shall furnish appropriate auxiliary aids and services where necessary to afford an individual with a disability an equal opportunity to participate in and enjoy the benefits of a service, program, or activity conducted by the BCHA. Please contact the Executive Assistant at (954) 739-1114 x 1023 at least twenty-four hours prior to the event in order for the BCHA to reasonably accommodate your request. If you are hearing or speech impaired, please dial 711 for the Florida Relay Service.

I.	CALL TO ORDER
п.	ROLL CALL
ш.	PLEDGE OF ALLEGIANCE
IV.	APPROVAL OF MINUTES: Board Meeting Held May 20, 2025
v.	APPROVAL OF AGENDA
VI.	COMMENTS FROM THE PUBLIC ON AGENDA ITEMS
VII.	PRESENTATION: Recording of Presentation of Audit for Year Ended September 30, 2024 and Annual Budget for Fiscal Year 2025/26
VIII.	MOTION: Accept Audit for Year Ended September 30, 2024 (under separate cover) Page 5
IX.	RESOLUTION 2025-08: Approve Ratification of Annual Budget for Fiscal Year 2025/26 Page 10
х.	RESOLUTION 2025-09: Approve Updates to Administrative Plan Chapters 12 – Insufficient Funds; 16 – Violence Against Women; and Chapter 18 – Special Programs
XI.	RESOLUTION 2025-10: Approve Ratification of Contract with Tommy Lee Capital, LLC for



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XII.	RESOLUTION 2025-11: Approve Ratification of 2 nd Contract Renewal with Angels Remodeling & Constructions, LLC for HVAC Services
XIII.	RESOLUTION 2025-12: Approve Amendment to the Fiscal Year 2025/26 Budgets Janitorial Services line-items for Highland Gardens, Griffin Gardens and COCC
XIV.	RESOLUTION 2025-13: Motion to Approve Shared Services Agreement with Building Better Communities, Inc., MCCAN Communities, Inc., and Affiliated LLCs
XV.	REPORTS:
	1) Assisted Housing Department Report
XVI.	COMMENTS FROM THE PUBLIC
хvп.	BOARD SECRETARY'S REPORT
xvIII.	LEGAL COUNSEL'S REPORT
XIX.	COMMENTS FROM THE COMMISSIONERS
XX.	ADJURNMENT



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Minutes of the Board of Commissioners Meeting

Tuesday - May 20, 2025

I. Call to Order:

The meeting of the Board of Commissioners of the Broward County Housing Authority ("BCHA") was called to order at 09:39 AM on Tuesday, May 20, 2025, at Headway Office Park, 4780 North State Road 7, Lauderdale Lakes, Florida by **John Loos, Chair.** The meeting also took place remotely via ZOOM meeting platform.

II. Roll Call:

Mr. Joyce conducted a call and certified that a quorum was present in person.

Commissioners:

John Loos III Mark O'Loughlin Karyne Pompilus

Staff:

Parnell Joyce Chief Executive Officer **Executive Deputy Director** Tisha Pinknev Marie De La Rosa **Executive Deputy Director Executive Deputy Director** Tiffany Garcia Human Resources Manager Iryna Chapman Teisha Palmer Procurement Manager Construction Manager Derick Morgan Chief Financial Officer Paul Raikes

Chanae Wood, ESQ Weiss Serota Helfman Cole + Bierman

Eleanor Acosta Administrative Assistant
Lily Reyes Urena Executive Assistant

III. Pledge of Allegiance:

Marie De La Rosa led the pledge of allegiance.

IV. Approval of Minutes: Board Meeting held April 15, 2025:

Action: Commissioner O'Loughlin made a motion to approve the Minutes of April 15, 2025. The motion was seconded by Commissioner Pompilus.

Vote: The motion passed unanimously.



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V. Approval of Agenda:

Action: Commissioner O'Loughlin made a motion to approve the Agenda for May 20, 2025. The motion was seconded by Commissioner Pompilus.

Vote: The motion passed unanimously.

VI. Comments from the Public on Agenda Items: No comment.

VII. Motions - Authorizing Resolutions:

RESOLUTION 2025-05 2025 PHA Annual Plan

RESOLUTION 2025-06 Renewal of CEO Employment Agreement & Salary Increase

RESOLUTION 2025-07 Authorizing CEO to enter contract with Onel Construction, LLC for Roof

Replacement at Headway Office Building

Action: Commissioner O'Loughlin made a motion to approve each resolution. The motions were seconded by Commissioner Pompilus.

Vote: The motions passed unanimously.

VIII. Reports: 1) Assisted Housing Department Report - No comments.

2) Status of Bids/Request for Proposal Report - No comments.

IX. Comments from the Public: Members of the public present at the meeting posed general question regarding housing programs.

X. Board Secretary's Report: No comments.

XI. Legal Counsel's Report: No comment.

XII. Comments from the Commissioners: No comments.

XIII. Adjournment: Meeting adjourned at 11:04 AM.

SUBMITTED BY:

PARNELL JOYCE, CEO (Note: These minutes are not verbatim).



July 17, 2025

To the Honorable Members of the Board of Commissioners, Directors, Program Participants, Residents, Audit Committee Members and Citizens of Broward County:

State law requires that every Housing Authority publish a complete and full financial accounting and audit in accordance with federal audit standards of public housing agencies. This report is published to fulfill that requirement for the fiscal year ended September 30, 2024.

Assumption of Responsibility

The Broward County Housing Authority's (BCHA) management produced this report in accordance with guidelines recommended by the Government Finance Officers Association of the United States and Canada (GFOA). The responsibility for the accuracy, fairness, completeness and reliability of the financial statements, note disclosures, supplementary schedules, and statistical data presented rests with the management of BCHA. It is the representation of management that the enclosed data presents fairly, in all material respects, the financial position and results of operations of the BCHA.

Internal Control

The present accounting system includes the necessary internal controls to ensure reasonable, but not absolute, assurance, regarding the safekeeping of assets against loss from unauthorized use or disposition. It also ensures that adequate accounting data are combined to allow for the preparation of financial statements in conformity with accounting principles generally accepted in the United States of America. The concept of reasonable assurance recognizes that the cost of controls should not exceed the benefits likely to be derived and that the evaluation of costs and benefits requires estimates and judgments by management. Evaluations of internal controls occur periodically. We believe that the BCHA's current internal accounting controls adequately safeguard assets and provide reasonable assurance of proper recording and reporting of financial transactions.

As a recipient of federal and county financial assistance, the BCHA is also responsible for ensuring that an adequate internal control structure to facilitate compliance with applicable laws and regulations related to those programs. The BCHA is required to undergo an annual single audit in conformity with the provision of Title 2 U.S. Code of Federal Regulations Part 200, subpart F, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (Uniform Guidance). Information relating to the findings, recommendations, and all other aspects concerning this single audit are included in separate documents.

Independent Audit

BCA Watson Rice LLP, Certified Public Accountants, have issued an unmodified ("clean") opinion on the Broward County Housing Authority's financial statements for the year ended September 30, 2024. The independent auditor's report is located at the front of the Financial Section of this report on page 1.

Management's Discussion and Analysis (MD&A)

MD&A immediately precedes the independent auditor's report and provides a narrative overview of market and governmental dynamics which may impact basic financial statements in the current FY2025 and into FY2026.

BCHA Profile

The Broward County Housing Authority, founded in 1969 now operates as a Special District under the State of Florida statutes Section 421.27, It is not a part of Broward County Government or the Broward County Housing Finance Authority. It is located in central Broward County to conveniently serve all County residents. Broward County is considered to be a densely populated growth area. With a population of approximately I.9 million people, the County is one of the largest counties in the country, and Florida ranks third (tied with Texas) in value of federally funded multifamily loans bought by Fannie Mae and Freddie Mac from 2018 to 2023.

The Broward County Housing Authority primarily relies on operating income from rental property management, development fees derived from public/private partnerships that expand the multifamily affordable portfolio, and program management fees for administration of the federal housing choice voucher program. The Broward County Housing Authority is not empowered to levy property tax on real property within its service jurisdiction and is not a budgeted recipient of municipal or county tax dollars.

The Broward County Housing Authority has operated under the Independent Special District form of government since 1990, with the Governor of the State of Florida appointing five commissioners to set policy for the Authority. Commissioners serve four-year terms. The Chief Executive Officer (CEO) is selected by the Board and serves under a contract. The CEO also serves as the Assistant Secretary for three not-for-profits, and multiple affiliated General Partnerships. The CEO in turn appoints subject matter experts as Executive Deputy Directors and they manage department heads to handle the day-to-day operations of the Broward County Housing Authority.

The Broward County Housing Authority has direct responsibility for a range of financially attainable housing consisting of independently built or acquired multifamily housing without federal subsidy; apartment development with tax credits, bonds, and a layered financial structure; and voucher administration to assist elderly, disabled, veterans, low-income families, and other special populations attain housing stability. Further, the Housing Authority provides housing counseling, including first time home buyer assistance, mortgage foreclosure prevention assistance, and Family Self Sufficiency guidance to achieve life goals and move beyond all federal subsidies. The combined housing resources reach approximately seven thousand families per day. Fifty one percent are considered elderly or disabled. The Authority was an early participant in the Rental Assistance Demonstration (RAD) program and marked the end of participation in Public Housing. Many properties were redeveloped that yielded a 60% expansion and modernization of housing opportunities within the original public housing footprint.

Annual Budget

The Board of Commissioners is required to adopt an initial budget for the fiscal year no later than September 30 before the beginning of the fiscal year on October 1. This annual budget serves as the foundation for the Broward County Housing Authority's financial planning and control. The budget is prepared by fund, function (e.g., Housing Choice Vouchers), and department (e.g., Development). Department heads may transfer resources within a department as they deem appropriate to meet the goals and objectives set for their department and/or programs. Transfers between departments, however,

require approval from the CEO. Those transfers are reported to Affiliate Board of Directors at the next regularly scheduled meeting.

Reserves

Unrestricted fund balance (the total of the uncommitted and unassigned components of fund balance) in the general fund at year end was 23 percent of total revenues. This amount is slightly above the minimum amount recommended for best practices for budgetary and planning purposes (i.e., two months of general fund revenues, approximately 16.7%).

ECONOMIC CONDITION AND OUTLOOK

Recent years have seen a steady influx of relocating out of state residents driving up home ownership and rental costs at historic rates. The median sales price for single-family homes in Broward County in 2024 was \$561,000. Southeast Florida saw a population increase of 200,000 over the last two years and the region is projected to gain another 80,000 residents in 2025 further pressuring the market.

While Florida added over 240,000 multifamily rental units between 2019 and 2023 the median rent still increased by almost \$500.00 per month. (Source: 2025 Rental Market Study -Shimberg Center Florida Housing Studies). Within the BCHA service area the housing choice voucher landlord per unit costs grew by over 16% last year. The average per unit cost (not total rent) is over \$2,000 per month.

The 2025 Out of Reach report through the National Low-Income Housing Coalition reflects the Fort Lauderdale area as the most expensive area in Florida with a Housing wage of \$45.92. A "housing wage" is the estimated hourly wage a full-time worker must earn to afford a modest rental home at the Department of Housing and Urban Developments Fair Market Rent. Regrettably, with a minimum wage of \$13.00 per hour, and an average renter wage of \$23.23, the rising cost of housing is greatly impacting working families and households in Broward County. Most of these families and households are employed in service sector occupations, such as retail trade, leisure hospitality, educational, and health services. As a result, affordable rental housing is often the only viable option for most working households and families in the service sector. While the Southeast Florida Residential Market Report, published by Miami Commercial Realtors, January 2025, indicates the market may gradually approach "normalization" or a leveling of the per unit rate of rent increase, quality affordable housing remains a challenge to many residents.

The other primary concern outside market conditions is related to H.U.D. The budget authority from Housing and Urban Development at the Federal level may not increase at the same pace as per unit rental costs in the marketplace. Miami, Palm Beach and Ft. Lauderdale Florida had cumulative rent growth exceed 48 percent from March 2020 to March 2025. These South Florida metros had limited inventory growth and cannot expand as rapidly as communities in the Southwest.

CONCERNS

Federal Programs such as HUD, a primary BCHA funding source face the prospect of significant policy and financial alterations. A \$27 billion or 43% cut was proposed in

the President's "skinny budget". Also, a proposed two-year time limit would most likely affect working families and children. That action, if implemented would create disruption in the macro—Broward housing sphere and directly increase administrative Agency costs to monitor and report compliance; evaluate singular cases of extenuating circumstances; respond to Fair Housing or Reasonable Accommodation complaints; process eviction terminations hearings, identify new households, verify eligibility, and replace affected program participants.

Responsive Containment Actions

To effectively keep all current program participants sheltered and remain within federal appropriations the BCHA will:

Work with HUD federal shortfall teams to prevent termination of assistance. Meeting August 21, 2025

Take reasonable cost saving measures that include:

- Cease issuing new vouchers. Allow "attrited" vouchers to gradually reduce program costs.
- Formally change internal policies to downsize vouchers (bedroom size) for new admissions and families moving within the program (effective 5/1/25).
- Increase incoming verification frequency to calculate and update new or additional increase (effective 7/1/25).
- Not absorb vouchers transferring to BCHA
- Monitor voucher expiration and allotted search time.
- Examine zero income rent and repayment agreements.

Major Initiatives Growth

As part of its development plan, the BCHA's non-profit 501(c)(3) affiliate Building Better Communities, Inc. (BBC) engaged a developer to assist in the development of Hillsboro Landing (aka Tallman Pines III) in Deerfield Beach. The forty-million-dollar project (\$40,000,000) was recently completed in a Public/Private Partnership. It is designed to house extremely low income "frail elderly." It includes an attached multistory parking garage. The seventy-five apartments are recently fully occupied and a ribbon cutting ceremony is scheduled for September 2025. An adjacent site suitable for eighty (80) side-by-side villas is in the formative planning stage. These advancements, plus prior development on the former public housing site has leveraged one hundred and twelve (112) public housing units to three hundred and fifty-five (355) apartments at full build out.

The BCHA's affiliate BBC is plating two parcels in Oakland Park for future affordable housing development. Nine single family lots were acquired. The BCHA has a successful town house design used in Hollywood, Fl and Wilton Manors. The community indicated an interest in single family homes. But a small townhouse development would allow for up to twenty townhomes, designed to blend seamlessly

into the community to serve more families and in a more efficient operating manner for the Agency than nine single family rental homes.

Also, a plat subdivision allowed expansion in Davie, Fl. "Tequesta Reserve" is a 76-unit senior community. It is in the final construction stage. Forty-Two million dollars were brought to the project designed to serve frail elderly. This project represented the first major self-developed and bond financed project in the fifty+ years of the BCHA existence.

Lastly the BCHA has initiated discussions to support developers offset market uncertainties of interest rate and tariff challenges by launching a new "Restore Rebuild" initiative. The plan will require external collaboration with development partners and a new internal integration between traditional Real Estate Management (physical) functions and Assisted Housing (voucher) program administration. Preliminary plans target a maximum of four hundred deeply affordable new apartments embedded in planned new construction, over the next several years.

These cost centric operating plans, and ongoing development plans, combined with internal executive level cross training are plans designed to address community housing needs throughout Broward County and position the Housing Authority for sustainable future.

Acknowledgements

This report, and the agency's continued operations plan, would not be possible without the skilled effort and dedication of the entire staff.

Respectfully submitted

Parnell Joyce, CEO

Paul Raikes, CFO



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Memorandum 2025-06 (CEO)

To:

BCHA Board of Commissioners

From:

Parnell Joyce, Chief Executive Officer

Thru:

Paul Raikes, Chief Financial Officer

Thru:

Jeffrey Sutton, Controlle

Date:

August 19, 2025

Subject:

Proposed Operating Budget Fiscal Year October 1, 2025 - September 30, 2026

Attached is the proposed agency-wide budget for the fiscal year beginning October 1, 2025. This document includes budgets for the following programs:

- Assisted Housing
- Housing Counseling
- Affordable Housing
- Development
- Multifamily Affiliates
- Central Office Cost Center

Below are the highlights for the proposed fiscal year 2026 budget and includes the finalized health insurance costs, all of which can be discussed at our upcoming meeting. Any recommendations and observations provided by the Audit Committee will be forwarded to the Board of Commissioners for consideration at the August 19, 2025, meeting.

Assisted Housing

The Housing Assistance Payments to the landlords are expected to increase by 23% (from \$111,000,000 to \$139,526,530). A projected 95% admin fee proration (estimated at around \$663,400 a month) will allow us to fund staffing and operations for our voucher program. Increases in per unit costs are being aggressively managed, and the estimated increased funding is sufficient for currently issued vouchers coupled with managed attrition.

An administrative fee reserve of \$2,553,623 is projected for the end of the current fiscal year. An ending administrative fee reserve of \$1,906,583 is projected for the upcoming budget year with a 95% proration, which reflects a net decrease of \$647,040. Capital expenditures of \$381,000 include the OnBase content management project (\$176,000); HVAC (\$10,000); flooring and painting (\$190,000); and plumbing (\$5,000). Funding related to cybersecurity initiatives is \$92,030, which includes penetration testing, extended detection and response on emails, and external backup infrastructure. The Continuum of Care program will be completely phased out so we can redeploy staffing for better resource integration into program operations.

Housing Counseling

Housing Counseling is funded through a grant from Broward County Community Development. We anticipate \$65,000 from Broward County Community Development Block Grant Funds and \$28,500 in SHIP program funds. Funding from the grant is sufficient to cover the budgeted costs of \$52,550 for the county-wide counseling services.

Affordable Housing and Low-Income Housing Tax Credit Properties

The estimated rents for the affordable properties (College Gardens, Crystal Lake Townhomes, Twin Oaks, Ocean Drive, Manors at Middle River, and Villas of Pompano) are expected to increase by 5.5%, and the properties are expected to end FY26 with a surplus of \$546,130. The tax credit properties (BBC Homes, Inc.; TP Homes Communities; Highland Gardens Senior Housing; OP Better Communities; BBC Ehlinger; and Broward Workforce Communities) are forecasted to end the year with a surplus of \$1,352,810. The total budgeted cash flow for all the properties for fiscal year 2025 is \$1,898,940. This amount funds BBC and is also available to offset operating and capital costs at former public housing (RAD) sites to address emergency work, to cover insurance deductibles, and to preserve and sustain housing for extremely low-income populations.

Building Better Communities

Building Better Communities has a projected budget surplus of \$1,062,930, which includes the transfer out of \$500,000 for pre-development and pre-acquisition activities.

The Tequesta Reserve project anticipates development fees \$1,034,770 FY26, and BBC's cost for shared services is \$998,370 (\$625,260 to COCC and \$373,110 to Development/Acquisitions).

Multi-family Housing (RAD – former Public Housing)

An operating reserve increase of \$160,200 is anticipated for fiscal year 2026.

The projected current fiscal year end replacement reserve is \$2,469,134. The projected replacement reserve for the end of fiscal year 2026 is \$1,327,064. The net change in replacement reserves for fiscal year 2026 is \$1,142,070. A total of \$1,490,000 for property improvements and sustainability is planned to be expended from the replacement reserve (Parkridge, \$300,000; Meyers, \$150,000; Highland Gardens, \$150,000; Griffin Gardens, \$490,000; and Everglades Auburn, \$400,000).

Development & Acquisitions

The development budget includes \$650,000 to address pre-acquisition/pre-development activity, master planning of potential development sites, and tax concerns.

Central Office Cost Center

The COCC is expected to end the current fiscal year with a balanced budget. A change in the accounting process will permit the COCC to retain operating reserves for future use.

Budgeted revenue is expected from the following sources:

- \$1,592,230 20% Annual Admin Fee (Assisted Housing)
- \$506,000 Bookkeeping Fee (Assisted Housing) \$7.50 PUM X Total AH units
- \$59,200 Property Management Fees (Multi Family) of 1.5%
- \$44,070 Property Management Fees (College Gardens) of 3%
- \$42,270 Property Management Fees (Ocean Drive, Twin Oaks, Villas of Pompano, and Manors at Middle River) of 3%
- \$625,260 Affiliates shared services agreement
- \$70,000 Interest income

Recommended Staffing Changes: The following changes in staff are recommended:

Assisted Housing

No added or deleted positions

Real Estate Management

No position changes

Development

No position changes

<u>cocc</u>

No added or deleted positions

An estimated increase of \$229,470 is anticipated between the current fiscal year annualized salary costs less vacancies and the FY26 budgeted salary costs.

Compensation Recommendations

Based on the funding forecast for next year, the following staff compensation is recommended:

Continuation of the merit-based salary increase program for staff. Employees may

receive a 2%, 3% or 4% based on performance. The estimated increase for merit costs is \$145,640. Although all positions are budgeted, some positions may not be filled based on need and some positions will become vacant during the fiscal year. Management continues to monitor payroll costs, attrition, and staffing and position requirements throughout the year.

• A COLA for October 1, 2026, will not be required because the annual inflation in South Florida was at 2.3% as of July 2025.

An increase in health insurance premiums of around 8% is expected for fiscal year 2026. Of that increase, only \$51,170 will be added to the employer's annual health coverage costs due to an adjustment in employee contribution rates compared to last year; the employee contribution rates are being adjusted based on industry standards that maintain compliance with the Affordable Care Act. The increase in employer costs for health insurance coverage is forecast to be 3.3% at current enrollment levels. The health insurance participation rate is currently 93 employees; and employees can continue to choose one of four health insurance options: three HMO plans and one PPO plan. BCHA estimates that annual employer share for health insurance premiums will be 77% of the total premiums paid compared to 84% in the current fiscal year.

BCHA also will continue the benefit of the employer-paid long-term disability insurance for all employees. An estimated annual premium of \$17,300 includes employee participation in an employment assistance program. BCHA will continue the benefit of reimbursement for college and continuing education.

Effective July 1, 2024, the employer contributions to the Florida Retirement System increased for regular class employees from 13.63% to 14.03% and for senior class employees from 34.52% to 33.24% of salary. The employer's annual portion of retirement contributions for FY26 is anticipated to increase by approximately \$33 thousand for currently filled positions.

Other Initiatives

Phase II deployment with Assisted Housing of the content management initiative will continue to assist the organization's full migration to a paperless work environment. Adequate funding is also budgeted for security related initiatives, website development, strategic planning, operational and IT staff training, and merit increases.

The Continuum of Care programs operated with subrecipient funding has terminated because of inadequate administrative fees.

One tax credit and bond project is anticipated to close before the end of 2025. We are pursuing other potential portfolio expansion opportunity in the upcoming fiscal year 2026.

Cyber security enhancements will update, replace, and address infrastructure vulnerabilities, especially with our legacy systems.

RESOLUTION NO. 2025-08

Resolution adopting the Proposed Operating Budget for Fiscal Year 2025/2026

WHEREAS Board approval is required to adopt the Proposed Operating Budget for Fiscal Year 2025/2026.

WHEREAS the Annual Budget includes budgets for the Assisted Housing; Housing Counseling Affordable Housing; Development; Multifamily Affiliates; and the Central Office Cost Center.

WHEREAS the Annual Budget is prepared with input from all departments, reviewed by Department Heads, and Audit Committee.

NOW THEREFORE BE IT RESOLVED that the Board of Commissioners of the Broward County Housing Authority hereby adopts the Proposed Operating Budget for Fiscal Year 2025/2026 as outlined in Memorandum 2025-06 (CEO) and supporting documents.

PASSED, ADOPTED AND APPROVED THIS 21th DAY OF OCTOBER 2025.

	JOHN T. LOOS III, CHAIR
PARNELL JOYCE, BOARD SECRETARY/CEO	



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MEMORANDUM 2025-18 (AH)

TO: BCHA Board of Commissioners

THRU: Parnell Joyce, Chief Executive Officer

FROM: Tiffany Garcia & Marie De La Rosa, Executive Deputy Directors

DATE: May 27, 2025

SUBJECT: Updates to the Administrative Plan – Change to Insufficient Funding Policy, Foster

Youth to Independence (FYI) program, the Family Unification Program (FUP), VAWA emergency transfer and addition of a Tenant Protection Voucher policy

REQUESTED ACTION:

Motion to approve updates to the Administrative Plan – Chapter 12 – Insufficient Funds, Chapter 16 – Violence Against Woman Act (VAWA) Emergency Transfer Policy, Chapter 18 Special Programs - Foster Youth to Independence (FYI) program and the Family Unification Program (FUP) and add policies for the Tenant Protection Voucher program.

WHY ACTION IS NECESSARY:

This action will ensure that the administrative policy aligns with regulatory requirements, establish written guidelines for new programs, and serve as a clear reference for BCHA and the public regarding decision making in cases where families face termination due to funding shortages.

WHAT ACTION ACCOMPLISHES:

This update revises Chapters 12, 16, and 18 of the Administrative Plan to incorporate a change in policy addressing terminations due to insufficient funding, align policies with updated HUD requirements.

SUMMARY EXPLANATION/BACKGROUND:

As the Housing Choice Voucher program faces shortfall and potential cuts in the upcoming Federal budget, a change in the method of terminating families due to insufficient funds is proposed to allow for those with the highest incomes to be removed from the program first. Should BCHA be in a position where this action is necessary, it is hoped the higher income families would have better outcomes than families selected based on the current policy of longevity.

Revisions to the Foster Youth to Independence and Family Unification extend the search time for eligible families in accordance with new HUD requirements and revisions to the VAWA Emergency Transfer Plan update definitions and new HUD requirements. Additionally, this update introduces a section outlining policies related to Tenant Protection Voucher and Enhanced Voucher programs that replaced the Moderate Rehabilitation program.

FISCAL IMPACT/COST SUMMARY:

None

ATTACHMENTS: Updated section of chapter 12, 16 and 18 of the Administrative Plan

PHA Policy

If the family is absent from the unit for more than 180 consecutive calendar days, the family's assistance will be terminated. Notice of termination will be sent in accordance with Section 12-II.F.

Insufficient Funding [24 CFR 982.454]

The PHA may terminate HAP contracts if the PHA determines, in accordance with HUD requirements, that funding under the consolidated ACC is insufficient to support continued assistance for families in the program.

PHA Policy

The PHA will determine whether there is sufficient funding to pay for currently assisted families according to the policies in Part VIII of Chapter 16. If the PHA determines there is a shortage of funding, prior to terminating any HAP contracts, the PHA will determine if any other actions can be taken to reduce program costs.

The PHA may terminate the HAP contract if the PHA determines, in accordance with HUD requirements, that funding under the consolidated ACC is insufficient to support continued assistance for families in the program.

In the event that the PHA decides to stop issuing vouchers as a result of a funding shortfall, and the PHA is not assisting the required number of special purpose vouchers (NED families, HUD-Veterans Affairs Supportive Housing (VASH) families, and family unification program (FUP) families), when the PHA resumes issuing vouchers, the PHA will issue vouchers first to the special purpose voucher families on its waiting list until it has reached the required number of special purpose vouchers, when applicable.

If after implementing all reasonable cost cutting measures there is not enough funding available to provide continued assistance for current participants, the PHA will terminate HAP contracts as a last resort.

Prior to terminating any HAP contracts, the PHA will inform the local HUD field office. The PHA will terminate the minimum number needed in order to reduce HAP costs to a level within the PHA's annual budget authority.

If the PHA must terminate HAP contracts due to insufficient funding, the PHA will do so in accordance with the following criteria and instructions:

The PHA may terminate the HAP contract if the PHA determines, in accordance with HUD requirements, that funding under the consolidated ACC is insufficient to support continued assistance for families in the program.

Unless otherwise directed by HUD, BCHA will use data from the most recently completed HUD-50058 record to rank families by annual income (before deductions), from highest to lowest. In the event of insufficient funding, families with the highest annual income will be the first to have their assistance terminated.

Families who have been assisted in the HCV program the longest and have low HAP payment will be the first to be terminated, excluding families that include elderly or disabled family members.

Families comprising the required number of special purpose vouchers, including nonelderly disabled (NED), HUD-Veteran's Affairs Supportive Housing (HUD-VASH), and family unification program (FUP) will be the last to be terminated.

PART II: APPROACH TO TERMINATION OF ASSISTANCE

12-II.A. OVERVIEW

The PHA is required by regulation to terminate a family's assistance for certain actions or inactions of the family. For other types of actions or inactions of the family, the regulations give the PHA the authority to either terminate the family's assistance or to take another action. This part discusses the various actions the PHA may choose to take when it has discretion and outlines the criteria the PHA will use to make its decision about whether or not to terminate assistance. It also specifies the requirements for the notification to the family of the PHA's intent to terminate assistance.

12-II.B. METHOD OF TERMINATION [24 CFR 982.552(a)(3)]

Termination of assistance for a participant may include any or all of the following:

- Terminating housing assistance payments under a current HAP contract,
- Refusing to enter into a new HAP contract or approve a lease, or
- Refusing to process a request for or to provide assistance under portability procedures.

12-II.C. ALTERNATIVES TO TERMINATION OF ASSISTANCE

Change in Household Composition

As a condition of continued assistance, the PHA may require that any household member who participated in or was responsible for an offense no longer resides in the unit [24 CFR 982.552(c)(2)(ii)].

PHA Policy

As a condition of continued assistance, the head of household must certify that the culpable family member has vacated the unit and will not be permitted to visit or to stay as a guest in the assisted unit. The family must present evidence of the former family member's current address upon the PHA request.

Repayment of Family Debts

PHA Policy

If a family owes amounts to the PHA, as a condition of continued assistance, the PHA will require the family to repay the full amount or to enter into a repayment agreement, within 30 days of receiving notice from the PHA of the amount owed. See Chapter 16 for policies on repayment agreements.

EXHIBIT 16-3: EMERGENCY TRANSFER PLAN FOR VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING (HCV VERSION)

Attachment: Certification form HUD-5382

[Insert name of covered housing provider] Assisted Housing Department

Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

Housing Choice Voucher Program

Emergency Transfers

The PHABroward County Housing Authority (BCHA) is concerned about the safety of its tenantsprogram participants, and such concern extends to tenantsparticipants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA),³ the PHA allows participants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the participanttenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.⁴ The ability of the PHA to honor such request for tenants participants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether the PHA has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy. VAWA protections are not limited to women and are available regardless of age or actual or perceived sexual orientation, gender identity, sex, or marital status. Victims cannot be discriminated against based on any protected characteristic, including race, color, national origin, religion, sex (including perceived or actual sexual orientation or gender identity), familial status, disability, or age. HUD-assisted and HUD-insured housing must also be made available to all otherwise eligible individuals and families regardless of age, or actual or perceived gender identity, sexual orientation, or marital status.

This plan identifies tenantsparticipants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on Federal regulations at 24 Code of Federal Regulations (CFR) part 5, subpart L, related

³Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

⁴Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

program regulations, and based on athe model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the federal agency that oversees that the public housing and housing choice voucher (HCV) programs are in compliance with VAWA.

Definitions

- Safe unit refers to a unit that the victim of VAWA violence/abuse believes is safe.
- VAWA violence/abuse means an incident or incidents of domestic violence, dating violence, sexual assault, or stalking, as those terms are defined in 24 CFR 5.2003 and "Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking" (Form HUD-5382).

Eligibility for Emergency Transfers

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L, is eligible for an emergency transfer if the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90 calendar day period preceding a request for an emergency transfer.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

A participant family may seek an emergency transfer to another unit if they or their household member is a victim of VAWA violence/abuse, as outlined in the "Notice of Occupancy Rights Under the Violence Against Women Act." Form HUD-5380. This emergency transfer plan provides further information on emergency transfers, and BCHA must provide a copy if requested. BCHA may ask for submission of a written request for an emergency transfer, such as form HUD-5383, to certify eligibility for the emergency transfer.

A program participant is eligible for an emergency transfer if:

- 1. The participant (or their household member) is a victim of VAWA violence/abuse
 - 2. The participant expressly requests the emergency transfer: AND

3. EITHER:

- a. The participant reasonably believes that there is a threat of imminent harm from further violence, including trauma, if they or their household member stays in the same dwelling unit OR
- b. If the participant or their household member is a victim of sexual assault, either the participant reasonably believes that there is a threat of imminent harm from further violence, including trauma, if the participant (or their household member) were to stay in the unit, or the sexual assault occurred on the premises and the participant requested an emergency transfer within 90 days (including holiday and weekend days) of when that assault occurred.

BCHA, in response to an emergency transfer request, should not evaluate whether the family is in good standing as part of the assessment or provision of an emergency transfer. Whether or not a family is in good standing does not impact their ability to request an emergency transfer under VAWA.

Emergency Transfer Policies

Housing Choice Voucher (HCV) Tenant-Based Assistance

For Housing Choice Voucher, Tenant-Based Assistance participants who request an emergency transfer, as described in this plan, BCHA will make exceptions to program regulations restricting moves and will work to ensure the family has the necessary documents to pursue other housing opportunities within BCHA jurisdiction or to use the portability feature of the voucher to move outside of the BCHA jurisdiction subject to availability and safety of a unit.

Upon the family's request, BCHA will provide referrals to agencies that may assist with housing navigation, security deposits, domestic violence services or other services to assist with the emergency transfer as they are available.

Project-Based Voucher Assistance

If a participant in a Project-Based unit seeks emergency transfer under VAWA, the participant may transfer to:

- Project-Based Assistance in the same project (if a vacant unit is available and the family determines the vacant unit is safe)
- Project-Based Assistance in another development owned by BCHA (if a vacant unit is available and the family determines the vacant unit is safe)
- Tenant-based Voucher, if available

Emergency transfers will not take priority over waiting list admissions for these programs.

Upon the family's request. BCHA will provide referrals to agencies that may assist with housing navigation, security deposits, domestic violence services or other services to assist with the emergency transfer as they are available.

VAWA provisions do not supersede eligibility or other occupancy requirements that may apply under a covered housing program. BCHA may be unable to transfer a participant to a particular unit if the participant cannot establish eligibility for that unit.

Emergency Transfer Request Documentation

To request an emergency transfer, the tenant shall notify the PHA's management office and submit a written request for a transfer to any PHA office. a member of the Assisted Housing Management team. If BCHA does not already have documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking, BCHA may ask for this documentation in accordance with 24 CFR 5.2007. Unless BCHA receives documentation that contains conflicting information, as described in 24 CFR 5.2007(b)(2), BCHA cannot require third-party documentation to determine status as a VAWA victim for emergency transfer eligibility. BCHA will provide reasonable accommodations to this policy for individuals with disabilities.

Participants will complete a written request for an emergency transfer unless it has been determined to do so would put the family at risk of harm by the perpetrator.

The PHA will provide reasonable accommodations to this policy for individuals with disabilities. The <u>participant</u>tenant's written request for an emergency transfer should include either:

- A statement expressing that the <u>participanttenant (or household member)</u> reasonably believes that there is a threat of imminent harm from further violence if the <u>participanttenant (or household member)</u> were to remain in the same dwelling unit assisted under the PHA's program; OR
- 2. A statement that the <u>participanttenant</u> (or household member) was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the <u>participantstenant</u>'s request for an emergency transfer.

Form HUD-5383 may be used for making a written request for an emergency transfer.

Documentation requested by BCHA regarding VAWA and the emergency transfer must be provided within 14 business days of the BCHA request.

Confidentiality

The PHA will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives the PHA written permission to release the information on a time-limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person or persons that committed an act of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the Notice of Occupancy Rights under the Violence against Women Act for All Tenants for more information about the PHA's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

If a participant seeks information about or requests any VAWA protections or represents that they or a household member are a victim of VAWA violence/abuse entitled to VAWA protections. BCHA must keep any information they provide concerning the VAWA violence/abuse, their request for an emergency transfer, and their or a household member's status as a victim strictly confidential. This information should be securely and separately kept from participant files. All the information provided by or on behalf of the participant to support an

emergency transfer request, including information on the Certification Form (HUD-5382) and the Emergency Transfer Request Form (HUD-5383) (collectively referred to as "Confidential Information") may only be accessed by BCHA employees or contractors if explicitly authorized by BCHA for reasons that specifically call for those individuals to have access to that information under applicable Federal, State, or local law.

Confidential information must not be entered into any shared database or disclosed to any other entity or individual, except if:

- Written permission by the victim in a time-limited release:
- Required for use in an eviction proceeding or hearing regarding termination of assistance;
 or
- Otherwise required by applicable law.

In addition, HUD's VAWA regulations require emergency transfer plans to provide strict confidentiality measures to ensure that the location of the victim's dwelling unit is never disclosed to a person who committed or threatened to commit the VAWA violence/abuse.

Emergency Transfer Timing and Availability

The PHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. The PHA will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. The PHA may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If the PHA has no safe and available units for which a tenant who needs an emergency transfer is eligible, the PHA will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, the PHA will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

Emergency Transfer Procedure

BCHA cannot specify how long it will take from the time a transfer request is approved until the participant can be placed in a new, safe unit. BCHA will, however, act as quickly as possible to assist a participant who qualifies for an emergency transfer.

BCHA may be unable to transfer a participant and their household to a particular unit if the participant and their household has not established or cannot establish eligibility for that unit.

If BCHA does not have any safe and available units for which the participant is eligible. BCHA will assist the participant in identifying other covered housing providers who may have safe and available units to which the participant could move. At the participant's request, BCHA will also assist the participant in contacting the local organizations aiding victims of VAWA violence/abuse that are attached to this plan.

Making the Emergency Transfer Plan Available

BCHA will post this Emergency Transfer Plan on its website at www.bchafl.org and will provide a hard copy upon request. The request may be made through a member of the Assisted Housing Management Team.

BCHA complies with reasonable accommodation and limited English proficiency requirements and will provide alternative accessible formats and translations.

Safety and Security of Program Participants

When BCHA receives any inquiry or request regarding an emergency transfer, BCHA will encourage the person making the inquiry or request to take all reasonable precautions to be safe, including seeking guidance and assistance from a victim service provider. However, participants are not required to receive guidance or assistance from a victim service provider.

For additional information on VAWA and to find help in your area, visit https://www.hud.gov/vawa or the National Domestic Violence Hotline www.thehotline.org 800-799-7233

Women in Distress Broward County www.widbroward.org 954-760-9800

Emergency Transfers: Housing Choice Voucher (HCV) Program

Tenant-based assistance: If you are a participant in the tenant-based HCV program and request an emergency transfer as described in this plan, the PHA will assist you to move to a safe unit quickly using your existing voucher assistance. The PHA will make exceptions to program regulations restricting moves as required.

At your request, the PHA will refer you to organizations that may be able to further assist you.

Project based assistance: If you are assisted under the project-based voucher (PBV) program, you may request an emergency transfer under the following programs for which you are not required to apply:

Tenant based voucher, if available

Project based assistance in the same project (if a vacant unit is available and you determine that the vacant unit is safe)

Project-based assistance in another development owned by the PHA

Emergency transfers under VAWA will take priority over waiting list admissions for these types of assistance.

You may also request an emergency transfer under the following programs for which you are required to apply:

Public housing program

PBV assistance in another development not owned by the PHA

[Insert other programs the PHA provides, such as LIHTC or HOME]

Emergency transfers will not take priority over waiting list admissions for these programs. At your request, the PHA will refer you to organizations that may be able to further assist you.

Safety and Security of Tenants

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape. Abuse, and Incest National Network's National Sexual Assault Hotline at 1-800-656 HOPE, or visit the online hotline at: https://ohl.rainn.org/online/.

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at: https://www.victimsofcrime.org/our-programs/stalking-resource-center.

Attachment: Local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking.

Chapter 18

SPECIAL PROGRAMS

INTRODUCTION

This chapter describes HUD regulations and PHA policies related to Special Programs managed by the PHA.

Part I: Family Unification. The purpose of the Family Unification Program (FUP) is to promote family unification by providing a Housing Choice Voucher to families for whom the lack of adequate housing is a primary factor in the imminent placement of the family's child, or children, in/out of home care; or the delay in the discharge of the child, or children, to the family from out of home care. Youths at least eighteen years old and not more than twenty-four years old (have not reached their twenty-fifth birthday) who left foster care at age sixteen or older and who do not have adequate housing, are also eligible to receive housing assistance under the FUP. As required by statute, a voucher under this program that is used to provide housing assistance to a youth is time limited to a period of a maximum of thirty-six months. There is no statutory limitation on the time a family may receive housing assistance under this program. The PHA works in conjunction with the Florida Department of Children and Families and ChildNet, Inc.

Part II: Family Self Sufficiency Program. The Family Self Sufficiency (FSS) program helps families on the Housing Choice Voucher program to increase their earnings and build financial capability and assets. It is a voluntary program open to active Housing Choice Voucher participants. Families work with an FSS Case Manager to develop, plan and achieve goals toward self-sufficiency.

Part III: Continuum of Care Permanent Supportive Housing. The Continuum of Care (CoC) program is authorized by the title IV of the Stewart B. McKinney Homeless Assistance Act. The program is designed to link rental assistance and supportive services for hard-to-serve homeless persons with disabilities. The PHA partners with local supportive service agencies to provide initial homelessness and disability verification, housing search services, and, to provide ongoing services to program participants.

<u>Part IV: Moderate Rehabilitation Program.</u> The purpose of the Moderate Rehabilitation Program is to upgrade substandard rental housing and to provide rental subsidies for low-income Families.

Part V: Mainstream Disability 5-Year (MS5) Program. The purpose of the Mainstream Program is to assist non-elderly families with disabilities by providing rental assistance.

Part VI: Non-Elderly Disabled (Ned) Voucher/Mainstream 1-Year. The Non-Elderly Disabled Voucher (Mainstream 1-Year) program provides Housing Choice Voucher assistance to very low income, non-elderly disabled (NED) families.

<u>Part VII: Veterans Administration Supportive Housing (HUD-VASH)</u>. The HUD-VASH program combines HUD Housing Choice Voucher (HCV) rental assistance for homeless veterans with case management and clinical services provided by the Department of Veteran Affairs (VA)

at its medical centers.

Although HUD-VASH vouchers are administered in accordance with the HCV regulations at 24 CFR part 982, the 2008 Appropriations Act authorized the HUD Secretary to waive, or specify alternative requirements for any provision of any statute or regulation deemed necessary for effective delivery and administration of the HUD-VASH program.

Part VIII: Emergency Housing Vouchers. The Emergency Housing Voucher (EHV) program was created through the American Rescue Plan Act of 2021 to assist individuals and families who are experiencing homelessness; at risk of homelessness; fleeing or attempting to flee, domestic violence, dating violence sexual assault, stalking, or human trafficking; or who were recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability.

Part IX: Foster Youth to Independence Initiative. The Foster Youth to Independence (FYI) initiative provides Housing Choice Vouchers (HCV) to eligible youth. The FYI voucher may only be used to provide housing assistance to eligible youth for a maximum of thirty-six (36) months. If no subsidy (HAP) is being paid on behalf of the youth, that period of time does not count under the thirty-six (36) month limitation.

Part X. Tenant Protection and Enhanced Vouchers

Tenant Protection Vouchers (TPV) are issued to families residing in certain projects, such as, the Section 8 Moderate Rehabilitation Program, to receive continued housing assistance when the HAP contract for the project has not been renewed.

An Enhanced Voucher (EV)) is a form of a Tenant Protection Voucher (TPV) that, in certain circumstances, allows for rent payment s above the local voucher payment standard to comparable market rent in order to allow existing families to remain in their units even if the owner increases the rent. At BCHA, the Enhanced Vouchers (EV) were provided to families residing in a Section 8 Moderate Rehabilitation project, El Jardin, when the owner opted out of the Housing Assistance Payment Contract.

PART I: FAMILY UNIFICATION PROGRAM (FUP)

INTRODUCTION

The purpose of the Family Unification Program (FUP) is to promote family unification by providing a Housing Choice Voucher to families for whom the lack of adequate housing is a primary factor in the imminent placement of the family's child, or children, in/out of home care; or the delay in the discharge of the child, or children, to the family from out of home care. Youths at least eighteen years old and not more than twenty-four years old who left foster care at age sixteen or older, or will leave foster care within one hundred and eighty minety days, in accordance with a transition plan described in section 475 (5)(H) of the Social Security Act, and is homeless or isor is at risk of becoming homeless. As required by statute, a voucher under this program that is used to provide housing assistance to a youth is time limited to a period of a maximum of thirty-six months. The PHA works in conjunction with the Florida Department of Children and Families (DCF) and ChildNet, Inc.

To ensure a smooth transition from foster care to independence, the referred youth may be under 18 at the time of referral, however, the youth must be age 18 before the PHA enters a Housing Assistance Payment Contract. Further, the youth may not receive "any other duplicative federal, State, or local housing subsidy, as determined by HUD so any arrangements made to help the youth secure a unit and avoid any lapse in housing must be consistent with that requirement.

Households that were referred to FUP as a family must be recorded as "FUPF" on line 2N of the HUD-50058. Youth Aging out of Foster Care must be recorded as "FUPY" on line 2N of the HUD-50058.

18-I.A. FAIR HOUSING AND EQUAL OPPORTUNITY

The PHA will follow procedures outlined in Chapter 2 (Fair Housing and Equal Opportunity)

18-I.B. APPLICATION WAITING LIST

The PHA will accept families and youths certified by Child Net as eligible for the FUP. Upon receipt of the Child Net list of eligible families and youths currently in the Child Net caseload, the PHA will compare the names with those of families and youths currently on the PHA's HCV waiting list. Any family or youth on the PHA's HCV waiting list that matches with Child Net's list must be assisted in order of their position on the waiting list in accordance with the PHA admission policies. Any family or youth certified by Child Net as eligible and not on the HCV waiting list will be added to the waiting list. If the HCV waiting list is closed, the PHA will reopen the waiting list to accept a FUP applicant family or youth. The PHA will maintain its waiting list for the FUP by the date and time they applied.

The PHA may not apply a residency preference to FUP applicants.

18-I.C. ELIGIBILITY CRITERIA FOR ADMISSION

FUP eligibility is based on a family meeting the following criteria:

- a) A family that Child Net has certified as a family for whom the lack of adequate housing is a primary factor in the imminent placement of the family's child, or children, to the family from out of home care, and that the PHA has determined is eligible for a voucher.
- b.) A youth that Child Net has certified to be at least eighteen years old and not more than twenty-four (24) years old who left foster care at age (16) sixteen or older and who does not have adequate housing; and that the PHA has determined is eligible for a voucher.
- c.) The FUP youth will not be eligible for the voucher if they will be twenty-five (25) on the effective date of the Housing Assistance Payment (HAP) Contract.

Families and youth currently on the regular Housing Choice Voucher Program are not eligible to be transferred to the FUP voucher as their housing need has already been met by the existing HCV program. (Questions and Answers Family Unification Program 10/17/2019).

Ineligible income sources

Extended Foster Care (EFC)

Youth participating in the title IV-E foster care program are entitled to receive or have paid on their behalf a title IV-E foster care maintenance payment to cover the cost of food, clothing, and shelter among other costs. Supplementing title IV-E foster care with the housing assistance is not permitted under this resource. (FYI Questions and Answers 10/20/2020)

Postsecondary Education Service and Support (PESS)

PESS is a state program for eligible foster youth that may receive monthly financial payments that may include Education and Training Voucher (ETV) funding. The financial award is to secure housing, utilities, and assist with the cost of living while attending a Florida Bright Futures eligible postsecondary educational institution. Supplementing these funds with housing assistance is not permitted under this resource.

Time Limitations

The FUP-Youth Aging Out of Foster Care (FUPY) Voucher may only provide housing assistance to eligible youth for a maximum of thirty-six (36) months. If no subsidy (HAP) is being paid on behalf of the youth, such as when searching for a unit, that period does not count toward the thirty-six (36) month limitation.

Youth will sign a confirmation that they understand the Housing Assistance Payments are

limited to a maximum of thirty-six (36) months.

If the youth is otherwise program eligible but left the program before completing the thirty-six months of assistance, they may be re-admitted to the program. The re-admitted youth would only be eligible for the time remaining from the last admission. For example, if the youth left after 12-months on the program, the youth would only be eligible for twenty-four (24) months at readmission for a total of 36-months of assistance.

For youth that first leased a unit where the effective date of the HAP contract is after December 27, 2020, an extension of assistance is available as discussed in N. Fostering Stable Housing Opportunities (FSHO) Amendments.

18-I.D. SELECTION OF FAMILIES

Selection for the FUP will be done based on the date and time of the FUP application submission (not the date and time of the HCV application). Any family or youth on the PHA's waiting list that matches with Child Net's list must be assisted in order of their position on the waiting list in accordance with PHA admission policies.

18-I.E. REMOVAL FROM WAITING LIST AND PURGING

The PHA will utilize procedures outlined in Chapter 4 (Applications, Waiting List and Tenant Selection).

18-I.F. BRIEFING OF FAMILIES

The PHA will utilize the procedures outlined in Chapter 5 (Briefing and Voucher Issuance).

In addition to the procedures outlined in Chapter 5, the following items will be included in the FUPY briefing:

- FSHO requirements for receiving an extension of assistance
- Instructions on how to apply for the FSS waiting list
- A list of supportive services available to them, the existence of any other programs or services, and their eligibility for such programs and services

Known available accessible units:

The PHA must provide a current listing of available accessible units known to the PHA and otherwise assist the disabled family in identifying an accessible unit.

Initial Search Term: The PHA must provide a minimal initial search term of 120 days for FUP applicants (PIH 2025-08, implemented 5/1/2025)

Extension of Search Term:

- 1) Each extension must be for a minimum of 90 days:
 - a. On at least one occasion after voucher issuance, the PHA must notify the family prior to the initial term expiration that the expiration is approaching, the term expiration date, the process for requesting an extension, and to inquire if the family needs assistance with their housing search.
- 2) The first extension MUST be approved, regardless of how or when the request is made (written or verbal), as long as the request is made on or before the expiration date and is consistent with applicable requirements.
 - a. The first extension may not be dependent on additional documentation, the verbal or written request is sufficient.
- 3) Further extensions are subject to policies in Chapter 5 of this plan.

18-I.G. INCOME AND SUBSIDY DETERMINATION

The PHA will utilize procedures outlined in Chapter 6 (Income and subsidy determination).

18-I.H. VERIFICATION

The PHA will utilize procedures outlined in Chapter 7 (Verification).

18-I.I. REEXAMINATIONS AND INTERIM CHANGES

The PHA will utilize the procedures as outlined in Chapter 11 (Reexamination).

18-I.J. HOUSING QUALITY STANDARDS

The PHA will utilize the procedures as outlined in Chapter 8 (Housing Quality Standards and Rent Reasonableness Determination).

18-I.K. LEASING

The PHA will utilize the procedures as outlined in Chapter 9 (General Leasing Policies).

18-.I.L. MOVES AND PORTABILITY

Moves within the PHA jurisdiction

The PHA will utilize the procedures outlined in Chapter 10 (Moving with continued assistance).

Known available accessible units: The PHA must provide a current listing of available accessible units known to the PHA and otherwise assist the disabled family in identifying an accessible unit. Initial Search Term: The PHA must provide a minimal initial search term of 120 days for FUP applicants (PIH 2025-08, implemented 5/1/2025) Extension of Search Term: 1) Each extension must be for a minimum of 90 days: a. On at least one occasion after voucher issuance, the PHA must notify the family prior to the initial term expiration that the expiration is approaching, the term expiration date, the process for requesting an extension, and to inquire if the family needs assistance with their housing search. 2) The first extension MUST be approved, regardless of how or when the

before the expiration date and is consistent with applicable requirements.

a. The first extension may not be dependent on additional documentation.
the verbal or written request is sufficient.

request is made (written or verbal), as long as the request is made on or

3) Further extensions are subject to policies in Chapter 5 of this plan.

PART IX: FOSTER YOUTH TO INDEPENDENCE INITIATIVE

INTRODUCTION

The Foster Youth to Independence (FYI) initiative provides Housing Choice Vouchers (HCV) to eligible youth through Family Unification Program funding. The FYI voucher may only use to provide housing assistance to eligible youth for a maximum of thirty-six (36) months. If no subsidy (HAP) is being paid on behalf of the youth, that period of time does not count under the thirty-six (36) month limitation. The Fostering Stable Housing Opportunity amendment was issued January 24, 2022 in Federal Register Vol. 87, No. 15 and is effective April 25, 2022, which allows additional time, beyond the thirty-six (36) months in certain circumstances. These circumstances are outlined in the Time Limitations section.

The PHA has partnered with the local Public Child Welfare Agency (PCWA), ChildNet Inc to identify eligible Youth, certify that the youth is eligible, and provide supportive services for a period of thirty-six (36) months. Supportive Services include:

- Basic life skills information/counseling on money management, use of credit, housekeeping, proper nutrition/meal preparation; and access to health care (e.g. Doctors, medication, mental and behavioral health services)
- Counseling on compliance with rental lease requirements and with HCV program participant requirements, including assistance/referrals for assistance for security deposits, utility hook-up fees, and utility deposits
- Providing such assurances to owners of rental property as are reasonable and necessary to assist eligible youth to rent a unit with a voucher
- Job preparation and attainment of counseling (where to look, how to apply, dress, grooming, and relationships with supervisory personnel)
- Educational and career advancement counseling regarding attainment of general equivalency diploma (GED); attendance/financing of education at a technical school, trade school or college; including successful work ethic and attitude models

Any referrals generated by another organization must go through and be certified by the PWCA that the youth meet eligibility requirements under the program.

Should a youth fail to use a voucher or at turnover of voucher, the PHA may issue the voucher to another eligible youth if one has been identified.

Line 2N of the HUD-5008 must reflect FYI for all households assisted under this program.

A. FAIR HOUSING AND EQUAL OPPORTUNITY

The PHA will follow procedures outlined in Chapter 2 (Fair Housing and Equal Opportunity)

B. APPLICATION WAITING LIST

The FYI program relies on referrals from the partner agency, ChildNet. As such, the PHA must maintain one waiting list for all tenant-based assistance (24 CFR 982.204(f)), upon receipt of referral(s) from the PCWA, the names will be compared to names already on the HCV waiting list. Any youth that matches with the PCWA's referral must be assisted in order of their position on the waiting list in accordance with admission policies outlined in Chapter 4 (Applications, Waiting List and Tenant Selection).

Any youth certified as eligible by the PCWA and is not on the HCV waiting list, must be placed on the waiting list (pending HCV eligibility determination). In order to do so, the PHA must open the waiting list to accept the FYI eligible youth without opening the waiting list for other applicants.

The PHA may not apply a residency preference to FYI applicants.

C. ELIGIBILITY CRITERIA FOR ADMISSION

The population eligible to be assisted with FYI funding are youth certified by the PCWA as meeting the following conditions:

- Has attained 18 years and not more than 24 years of age;
- Left foster care, or will leave foster care within ninety (90) one hundred and eighty days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act; and
- Is homeless or is at risk of becoming homeless at age 16 or older.

Eligibility is not limited to single persons. For example, pregnant and/or parenting youth are eligible to receive assistance under this program providing they otherwise meet eligibility requirements.

Youth must be no more than twenty-four (24) years old at the time of initial HAP execution.

To ensure a smooth transition from foster care to independence, the referred youth may be under 18 at the time of referral, however, the youth must be age 18 before the PHA enters a Housing Assistance Payment Contract. Further, the youth may not receive "any other duplicative federal, State, or local housing subsidy, as determined by HUD so any arrangements made to help the youth secure a unit and avoid any lapse in housing must be consistent with that requirement.

Once eligible, participants do not "age out" of eligibility as long as the family was eligible on the day it was first assisted under a HAP contract. (FYI Questions and Answers 10/20/2020)

The PHA will utilize procedures outlined in Chapter 4 (Applications, Waiting List and Tenant Selection) to determine HCV eligibility.

Ineligible income sources

Extended Foster Care (EFC)

Youth participating in the title IV-E foster care program are entitled to receive or have paid on their behalf a title IV-E foster care maintenance payment to cover the cost of food, clothing, and shelter among other costs. Supplementing title IV-E foster care with the housing assistance is not permitted under this resource. (FYI Questions and Answers 10/20/2020)

Postsecondary Education Service and Support (PESS)

PESS is a state program for eligible foster youth that may receive monthly financial payments that may include Education and Training Voucher (ETV) funding. The financial award is to secure

housing, utilities, and assist with the cost of living while attending a Florida Bright Futures eligible postsecondary educational institution. Supplementing these funds with housing assistance is not permitted under this resource.

TIME LIMITATIONS

The FYI Voucher may only be used to provide housing assistance to eligible youth for a maximum of thirty-six (36) months. If no subsidy (HAP) is being paid on behalf of the youth, such as when searching for a unit, that period does not count toward the thirty-six (36) month limitation.

Youth will sign a confirmation that they understand the Housing Assistance Payments are limited to a maximum thirty-six (36) months.

The PHA may not transfer a regular HCV youth to the FYI program as the housing need has already been addressed by the HCV assistance. (FYI Questions and Answers 10/20/2020)

If the youth is otherwise program eligible but left the program before receiving thirty-six (36) months of assistance, they may be re-admitted to the program. The re-admitted youth would only be eligible for the time remaining from the last admission. For example, if the youth left after twelve (12) months of assistance, at re-admission, the youth would only have twenty-four (24) months available to them for a total of thirty-six (36) months.

For youth that first leased a unit where the effective date of the HAP contract is after December 27, 2020, an extension of assistance is available as discussed in M. Fostering Stable Housing Opportunities (FSHO) Amendments.

D. SELECTION OF FAMILIES

The order of selection is based on the PHA's system of date and time of application.

E. REMOVAL FROM WAIT LIST AND PURGING

The PHA will utilize procedures outlined in Chapter 4 (Applications, Waiting List and Tenant Selection).

F. BRIEFING OF FAMILIES

The PHA will utilize procedures outlined in Chapter 5 (Briefing and Voucher Issuance).

In addition to the procedures outlined in Chapter 5, the following items will be included in the briefing:

- FSHO requirements for receiving an extension of assistance
- Instructions on how to apply for the FSS waiting list
- A list of supportive services available to them, the existence of any other programs or services, and their eligibility for such programs and services

Known available accessible units:

The PHA must provide a current listing of available accessible units known to the PHA and otherwise assist the disabled family in identifying an accessible

unit. Initial Search Term: The PHA must provide a minimal initial search term of 120 days for FUP applicants (PIH 2025-08, implemented 5/1/2025) Extension of Search Term: 1) Each extension must be for a minimum of 90 days; a. On at least one occasion after voucher issuance, the PHA must notify the family prior to the initial term expiration that the expiration is approaching, the term expiration date, the process for requesting an extension, and to inquire if the family needs assistance with their housing search. 2) The first extension MUST be approved, regardless of how or when the request is made (written or verbal), as long as the request is made on or before the expiration date and is consistent with applicable requirements. a. The first extension may not be dependent on additional documentation, the verbal or written request is sufficient. 3) Further extensions are subject to policies in Chapter 5 of this plan.

G. INCOME AND SUBSIDY DETERMINATION

The PHA will utilize procedures outlined in Chapter 6 (Income and subsidy determination).

H. VERIFICATION

The PHA will utilize procedures outlined in Chapter 7 (Verification).

I. REEXAMINATIONS AND INTERIM CHANGES

The PHA will utilize procedures outlined in Chapter 11 (Reexaminations)

J. HOUSING QUALITY STANDARDS AND RENT REASONABLENESS

The PHA will utilize the procedures outlined in Chapter 8 (Housing Quality Standards and Rent Reasonableness Determination).

K. LEASING

The PHA will utilize the procedures outlined in Chapter 9 (General Leasing Policies) and Chapter 16 (Program Administration).

L. MOVES AND PORTABILITY

Moves within the PHA jurisdiction

The PHA will utilize the procedures outlined in Chapter 10 (Moving with continued assistance).

Known available accessible units:
The PHA must provide a current listing of available accessible units known to
the PHA and otherwise assist the disabled family in identifying an accessible
<u>unit.</u>
Initial Search Term: The PHA must provide a minimal initial search term of
120 days for FUP applicants (PIH 2025-08, implemented 5/1/2025)
Extension of Search Term:
1) Each extension must be for a minimum of 90 days;
a. On at least one occasion after voucher issuance, the PHA must
notify the family prior to the initial term expiration that the
expiration is approaching, the term expiration date, the process
for requesting an extension, and to inquire if the family needs
assistance with their housing search.
2) The first extension MUST be approved, regardless of how or when the
request is made (written or verbal), as long as the request is made on or
before the expiration date and is consistent with applicable requirements.
a. The first extension may not be dependent on additional

3) Further extensions are subject to policies in Chapter 5 of this plan

Portability

The FYI Voucher is handled the same way as a regular HCV, so the PHA may not restrict or deny portability for a FYI participant for reasons other than those specified in HCV program regulations. The PHA will follow procedures as outlined in Chapter 10 (Moving with Continued Assistance and Portability).

The FYI participant does not have to move to a jurisdiction that administers Family Unification Program or FYI. The referring community would no longer have an obligation to offer supportive services.

The Receiving PHA may absorb the youth into its regular HCV program if it has vouchers available to do so. If the Receiving PHA absorbs the youth, that youth become a regular HCV participant without the limitations of the FYI program. In such case, the FYI voucher would be made available to the next eligible youth.

If the Receiving PHA does not absorb the family and bills the initial PHA, both PHAs must work together to initiate termination of assistance upon the expiration of the thirty-six (36) month limit. Further, the Receiving PHA must retain code FYI in line 2N of the HUD-50058.

Part X - Tenant Protection Voucher and Enhanced Vouchers

A Tenant Protection Voucher (TPV) is issued to families residing in certain projects, such as the Section 8 Moderate Rehabilitation program, to receive continued housing assistance when the HAP contract for the project has not been renewed.

An Enhanced Voucher (EV) is a form of a Tenant Protection Voucher (TPV) that, in certain circumstances, allows for rent payments above the local voucher payment standard to comparable market rent to allow existing families to remain in their units even if the owner increases the rent.

TPV follow Housing Choice Voucher regulations and policies as set forth in this plan. If a family chooses to remain in the property using the voucher, they will receive Enhanced Voucher qualities as follows:

A. Enhanced Voucher Payment Standard

Enhanced Voucher assistance is calculated differently from regular housing choice voucher assistance if the family remains in the program. A higher "enhanced" payment standard is used to determine the amount of monthly subsidy in cases where the gross rent of the unit exceeds the normally applicable PHA payment standard. In such instances, the gross rent for the unit is used in the monthly subsidy calculation instead of the normally applicable payment standard.

The eligible family will receive an Enhanced Voucher based on the PHA subsidy standards, not the actual size of the unit the family is currently occupying.

B. Enhanced Voucher - Over-housed

If the bedroom size of the unit exceeds the number of bedrooms on the voucher, the family is considered over-housed (unless the family qualifies for a reasonable accommodation because one or more family members need an additional bedroom).

If the over-housed family moves from the project at any time, the normal tenant-based voucher program rules apply to the subsidy calculation for the new unit. In such a case, the payment standard is the lower of the payment standard for the family unit size under the PHA subsidy standards or the payment standard for the actual size of the unit rented by the family.

If an over-housed family wishes to remain at the project, the regular voucher program requirements regarding the payment standard are not applicable.

<u>Determination of over-housed – Once the PHA determines the family is over-housed, the family and the owner will be notified.</u>

The over-housed family must move to an appropriate size unit in the project if one is available to receive enhanced voucher assistance. The family and owner will enter a new lease and the PHA will execute a HAP contract for the new unit in the project.

If an over-housed enhanced voucher family refuses to move to the appropriate size unit, and one exists and is available for occupancy, the PHA will calculate the family's housing assistance payment for the over-sized unit based on the normal housing choice voucher (HCV) calculations using the applicable payment standard for the HCV program. The family will be responsible for any amount of the gross rent not covered by the housing assistance payment.

PHA Policy:

If the family portion of rent will increase due to the use of HCV payment standard formulas after refusing to accept an appropriate size unit, the family will be provided with 30 days advanced notice of the increase in rental portion. The EV coding in Line 2m of the HUD-50058 will also be removed at this time.

If an appropriate size unit is not currently available for the family in the project, the PHA executes the HAP contract for the oversized unit, provided the rent is reasonable and the unit complies with all other voucher program requirements. The enhanced voucher calculation uses the gross rent for the over-sized unit and will continue to be used until an appropriate size unit in the project becomes available.

When an appropriate size unit becomes available, the over-housed family must be notified of the availability of the unit and must move to the appropriate size unit in a reasonable time to continue to use Enhanced Voucher subsidy calculations.

If more than one over-housed enhanced voucher family residing at the project qualifies for the same size unit under the PHA subsidy standards, and the number of appropriate size units that become available at any given time is less than the number of units necessary to accommodate the number of over-housed families, the PHA must develop a fair methods by which to offer units to families.

PHA Policy:

BCHA will maintain a list of families in oversized units and will offer appropriate size units based on the length of time the family has been over-housed.

Reasonable time to move to an available appropriate size unit in the project is 30 days.

If the family size decreases and an enhanced family subsequently becomes over-housed, the family must move to an appropriate size unit within 30 days of the offer for an appropriate size unit.

C. Enhanced Voucher Minimum Rent

The Enhanced Voucher Minimum Rent is a requirement that families receiving enhanced voucher contribute at least the same amount toward rent as they were paying at the time of the qualifying event. In the case of El Jardin, the qualifying event is the non-renewal of the Moderate Rehabilitation contract effective December 31, 2024.

If a family suffers a decrease in income of at least 15 percent after the eligibility event, their enhanced voucher minimum rent must be changed from the dollar amount they were paying to the percentage of income they were paying for rent at the time of the eligibility event.

If a family was previously assisted under a project, the family's new enhanced voucher minimum rent is the greater of:

- The percentage of adjusted monthly income paid for Total Tenant Payment (TTP) or the voucher family share on the effective date of the eligibility event
- 30 percent of the family's current adjusted monthly income

Once a family's enhanced voucher minimum rent changes, it will continue to be calculated by the percentage of adjusted monthly income until the family's income increases such that the dollar value of the family's enhanced voucher minimum rent established by the percentage is more than the original enhanced voucher minimum rent. When this occurs, the family's enhanced voucher minimum rent will revert to their original enhanced voucher minimum rent.

D. Enhanced Voucher Moves and Portability

If the family chooses to move out of the project and to another unit within the PHA jurisdiction or chooses to utilize the portability feature of the voucher, the Enhanced Voucher characteristics are removed and the regular Housing Choice Voucher rules are in effect.

If the family moves out of the project and returns, the family does not regain the Enhanced Voucher features, they would follow all regular Housing Choice Voucher requirements.

RESOLUTION NO. 2025-09

A Resolution of the Broward County Housing Authority Approving Change to Housing Choice Voucher Program Administrative Plan – Chapters 12, 16 and 18

WHEREAS, HUD requires Board of Commissioners approval to make changes or update the Housing Choice Voucher Program Administrative Plan;

WHEREAS, the Chief Executive Officer is requesting the Board of Commissioners approve Change to Housing Choice Voucher Program Administrative Plan - Chapter 12 – Insufficient Funds; Chapter 16 – Violence Against Women (VAWA) Emergency Transfer Policy; and , Chapter 18 – Special Programs: Foster Youth to Independence (FYI) program, Family Unification Program (FUP), and add policies for the Tenant Protection Voucher program as outlined in Memorandum 2025-18 (AH).

NOW THEREFORE BE IT RESOLVED that the Board of Commissioners of the Broward County Housing Authority hereby approves the Change to Housing Choice Voucher Program Administrative Plan – Chapters 12, 16, and 18.

PASSED, ADOPTED AND APPROVED THIS 21th DAY OF OCTOBER 2025.

JOHN T. LOOS III, CHAIR

PARNELL JOYCE, BOARD SECRETARY/CEO



Building on Success

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MEMORANDUM 2025-02 (PD)

TO: BCHA Board of Commissioners

THRU: Parnell Joyce, Chief Executive Officer

THRU: Paul Raikes, Chief Financial Officer

FROM: Teisha Palmer, Procurement Manager

DATE: August 5, 2025

SUBJECT: Landscaping Services – IFB 25-328

REQUESTED ACTION:

A motion is proposed to award a two-year landscaping services contract to the lowest bidder, Tommy Lee Capital, LLC. This contract includes three optional one-year renewal periods. The estimated annual cost for the service is \$107,700, resulting in a total estimated cost of \$215,400 over the two-year period. The contract is anticipated to become effective on September 1, 2025, under IFB 25-328.

WHY ACTION IS NECESSARY:

In accordance with the Procurement Policy, the Board is required to approve all purchases exceeding \$100,000.

WHAT ACTION ACCOMPLISHES:

To provide a contract for landscaping services to Broward County Housing Authority's residential apartment complexes and vacant lots.

SUMMARY EXPLANATION/BACKGROUND:

On June 20, 2025, the Invitation for Bid (IFB) No. 25-328 was publicly advertised on DemandStar, BCHA's Vendor Registry, and the Housing Agency Marketplace websites. An advertisement regarding the IFB was also published in the Sun Sentinel. Bids for the IFB were publicly opened on July 24, 2025; a total of fourteen bids were received, with thirteen bids deemed responsive by the BCHA's procurement manager.

FISCAL IMPACT/COST SUMMARY:

This contract will be funded from the appropriate source at the time of release.

ATTACHMENTS:

Exhibit 1 - Final Bid Tabulation



Solicitation No.: IFB 25-328

Solicitation Description: LANDSCAPING SERVICES

7/24/2025 6/20/2025 14 Date of Issue: Due Date:

of Bids Submitted:

Contact: Teisha Palmer, Procurement Manager

Final Bid Tabulation Information

NO.	BIDDERS	Total Estimated Two Year Cost \$
-	ARBORIA LANDSCAPE & TREE CARE CORP	586,920.00
7	C&C LANDSCAPE SOLUTION, LLC	362,190.00
33	CREATIVE LAWN MAINTENANCE, INC	1,046,880,00
4	D'S TOUCH L'ANDSCAPING, LLC	301,296.00
นก	GREEN HORIZON SERVICES, INC	628,530,00
9	GOODWILL INDUSTRIES OF SOUTH FLORIDA, INC.	636,595.32
7	ELITE LANDSCAPING SERVICES INC DBA, PARTNERSHIP LANDSCAPING	415,554.00
∞	MIXIN GREEN, LLC	416,940.00
6	2ND MILE M C. LLC	379,710,00
10	THE GREEN EXPERTS LANDSCAPING, LLC	393,360.00
11	THIRTY ISIXTEEN REALTY AND INVESTMENTS LLC	593,778.90
12	TOMMYLEE CAPITAL, LLC	215,400.00 RFA
13	TOUCH OF CLASS LANDSCAPING, LLC	440,748 00 NR
14	מפל דרכ	532.096.62

Important Information to Note:

RFA = Recommended for Award

NR = Non- Responsive

- 1 The Procurement Department found the firm non-responsive (NR) because it did not complete Attachment E Fee Information electronically as instructed. This failure to comply resulted in an inaccurate cost calculation by the bidder.
- 2 The amounts provided by bidders reflect the final costs after the Procurement Department reviews each bidder's information for accuracy and completeness, as detailed in Fee Attachment E.

RESOLUTION NO. 2025-10

A Resolution of the Broward County Housing Authority (BCHA)

Authorizing Chief Executive Officer to enter into a contract with Tommy

Lee Capitol, LLC for Landscaping Services

WHEREAS, the Chief Executive Officer is requesting the Board of Commissioners authorize ratification of a contract with Tommy Lee Capitol, LLC for Landscaping Services;

WHEREAS, Board approval is required for contracts over \$100,000.00; and,

WHEREAS, in the absence of a quorum, the August 19, 2025 Board meeting was canceled. Due to expiration of contract prior to next Board meeting, The Chief Executive Officer entered into the contract per authority provided by Board via Resolution 2024-06.

WHEREAS, this two-year contract with three one-year renewal periods provides landscaping services to BCHA managed residential apartment complexes and vacant lots;

NOW THEREFORE BE IT RESOLVED that the Board of Commissioners hereby authorizes the ratification of the contract with Tommy Lee Capitol, LLC for Landscaping Services as outlined in Memorandum 2025-03 (PD).

PASSED, ADOPTED AND APPROVED THIS 21th DAY OF OCTOBER 2025.

JOHN T. LOOS III, CHAIR

PARNELL JOYCE, BOARD SECRETARY/CEO



4780 North State Road 7, Lauderdale Lakes, FL 33319 ■ Phone: (954) 739-1114 ■ Fax: (954) 535-0407 ■ TRS/Florida Relay Service 711

MEMORANDUM 2025-03 (PD)

TO:

Board of Commissioners

THRU:

Parnell Joyce, Chief Executive Officer

THRU:

Paul Raikes, Chief Financial Officer

FROM:

Teisha Palmer, Procurement Manager

DATE:

August 12, 2025

SUBJECT:

RFP 22-308-R, HVAC Repair, Installation and Emergency HVAC Services

REQUESTED ACTION:

Motion to approve the second renewal of the contract for the period September 1, 2025, — August 31, 2026, to Angels Remodeling & Constructions LLC, DBA, Call Air Conditioning Service for HVAC Repair, Installation and Emergency HVAC Services, RFP 22-308R at vendor's negotiated increase rate at 3% for Air Conditioning Condensing Units due to new tariffs rates imposed on suppliers. Additionally, there is a 5% increase in materials and permits, and a 4.5% increased rate for Tradesman HVAC/Technician hourly rate.

WHY ACTION IS NECESSARY:

In accordance with the Procurement Policy, the Board is required to approve all purchases over \$100,000 and all contract modifications in excess of 10% of the original contract amount of \$100.000, whichever is less.

WHAT ACTION ACCOMPLISHES:

Provides continuation of a contract for HVAC repair, installation and emergency HVAC services on an "asneeded" basis.

SUMMARY EXPLANATION/BACKGROUND:

On September 1, 2022, a contract for HVAC Repair, Installation, and Emergency HVAC Services was executed between Broward County Housing Authority and Angels Remodeling & Constructions LLC, DBA, Call Air Conditioning Service for HVAC Services for the Period September 1, 2022 – August 31, 2024, with a three, one-year renewal option. This contract was awarded by the Board of Commissioners of Broward County Housing Authority. Approval of the award of the contract under Resolution NO. 2022-06.

On December 1, 2023, the first contract amendment as it relates to a price increase was issued and approved internally as this did not require the Board of Commissioners approval because the contract modification was not in excess of 10% of the original contract amount of \$100,000 whichever is less in accordance to our procurement manual.

The First Amendment to the Contract was approved due to the change in the law by the Environment Protection Agency (EPA), which requires all 14 SEER Air Conditioning Units to be changed to 15

Page 1 of 3

SEER. This change necessitated the replacement of all existing units, resulting in a significant increase in the overall cost for services. The change in the EPA requirement impacted on the overall cost for services to increase by 8.87% of the original estimated contract cost, which was \$507,280.00.

The Second Amendment to the Contract effective September 1, 2024 – August 31, 2025, the vendor requested a 6% increase in the cost for the 15 SEER Units and a \$50.00 increase per permit due to the unavoidable rise in the cost of air conditioning units and permits. An internal analysis of the cost has been conducted based on the Consumer Price Index, Miami-Fort Lauderdale West Palm Beach – February 2024, which showed an overall rise in cost of 4.9% and has determined the price increase request to be reasonable and necessary.

The vendor is now requesting an increase in the 2^{nd} contract renewal effective 09/01/2025 - 08/31/2026 which includes:

- A 3% increase for Air Conditioning Condensing Units due to increased tariffs.
- A 5% increase for related materials and permits due to rising costs.
- A 4.5% (\$88.00 to \$92.00) increase in the hourly rate for Tradesman HVAC/Technicians due to rising costs.

An internal analysis of the cost has been conducted based on the Consumer Price Index, Miami-Fort Lauderdale West Palm Beach – April 2025, indicates an overall cost increase of 2.2%, affirming that the vendors request is reasonable given the current market conditions. The new contract period estimates an annual cost of \$301,387.13, with an overall expected cost increase of 18.82% from the original estimated contract cost.

See below the Proposed Fee Schedule for the contract Period. 09/01/2025 - 08/31/2026.

ITEM #	Description	Unit	Unit Rate
1	Tradesman HVAC/Technician for repairs, installations and service calls during regular business hours (Mon-Fri 8:30am-5:00pm)	Hour	\$92.00
2	Tradesman HVAC/Technician for repairs, installations and service calls <u>outside of regular business hours</u> (After hours, Weekends, Holidays)	Hour	\$92.00
3	HVAC Apprentice/Helper for repairs, installations and service calls during regular business hours (Mon-Fri 8:30am-5:00pm)	Hour	\$66.00
4	HVAC Apprentice/Helper for repairs, installations and service calls outside of regular business hours (After hours, Weekends, Holidays)	Hour	\$66.00
5	Supervisor regular business hours (Mon-Fri 8:30am-5:00pm)	Hour	\$93.50
6	Supervisor Outside of regular business hours (After hours, Weekends, Holidays)	Hour	\$93.50
7	Bryant Sentry – 1.5 Ton 15 SEER (Matching) Residential Air Conditioner Condensing Unit, Air Handler, Line Set, Dryer, and 5kw Heater Unit (or BCHA approved equal) (See attached specifications for reference)	Each	\$3,695.74

	(Excludes labor for installation)		
8	Bryant Sentry – 2 Ton, 15 SEER (Matching) Residential Air Conditioner Condensing Unit, Air Handler, Line Set, Dryer, and 5kw Heater Unit (or BCHA approved equal) (See attached specifications for reference) (Excludes labor for installation)	Each	\$3,886.81
9	Bryant Sentry – 2.5 Ton 15 SEER (Matching) Air Conditioner Condensing Unit, Air Handler, Line Set, Dryer, and 5kw Heater Unit (or BCHA approved equal) (See attached specifications for reference) (Excludes labor for installation)	Each	\$4,140.11
10	MATERIALS Invoiced Cost Plus % Markup (Air Conditioning Units excluded)	N/A	25%
11	Permits (Includes all costs associated with obtaining each permit)	Each	\$525.00

FISCAL IMPACT/COST SUMMARY:
This contract will be funded by the appropriate source at the time of release.

ATTACHMENTS:
Exhibit A – Copy of Price Analysis
Exhibit B – Letter from Vendor Requesting Price Increase

Estimated Cost	Total	II Permits	10 Materials	2 2.3 (OII 13 3EEK		משום שור ביונים		6 Supervisor (Weekend)	5 Supervisor (Business)				3 (Business)		Tradesman HVAC/Technician	Tradesman HVAC/Technician 1 (Business)	# Description	Estimated Cost	באנותושנפט בסאנ	Estimated Cost	Total		_		8 2 Ton 15 SEER			(Weekend)	3 (Business)	 Tradesman HVAC/Technician (Weekend) HVAC Apprentice/Helper 	1 Tradesman HVAC/Technician (Business)	# Description
			0000	-		10 10 10		ekend)			re/ reibei		,		\C/Technician	\C/Technician 180	Qty					60	6000	20	2				180	C/Technician e/Helper	C/Technician 180	Qty Qty
		00		1	1	W EGES		4 58.50	48 \$8.50			-	180 \$6.00	40,00		30 \$8.00	Varience \$Unit (10%) - ist Price increase (12/1/2073- 06/31/2024)	5 years	2 years	2 years		\$450			20 53,078,00			4 \$60.00	0 \$60.00	\$80.00	00.08\$	Original Contracted Unit \$ (9/1/22 - 11/30/2023)
		DAINGE .	1		(2)(2)				58,50				\$6,00	ANION		\$8,00	Variance \$Unit (10%) - 2nd Price Increase (Comparison with original contract Price)	\$1,268,200.00	טטיטטב, יטבק	\$507,280.00	\$253,640.00	\$27,000.00	\$1,200.00	\$68,960.00	\$64,740.00	\$340.00	\$4,080.00	\$240.00	\$10,800.00	\$320.00	\$14,400.00	Original Contracted Fee (09/1/22 · 11/30/2023)
		-			\$337.53		A STATE		The second				\$0,00	1	\$0.00	\$0.00	Variance Sunt (6%) - 2nd Price Increase (Comparison with 1st price increase request)					\$450,00	20%	53,792.00	\$3,560,00	\$93,50	\$93,50	\$66,00	\$66,00	\$88,00	\$88,00	Price Increase (12/1/2023 · 08/31/24) Contractor's Proposed Unit \$
		470.00	50.00		11 (095)		\$		OCTRE	20.00	683		\$6.00		\$12.00	\$12.00	Variance \$Unit (15%) - 3nd Price Incresse (Comparison with original contract Price)	\$1,358,192,00	00.07,C2CF	\$529 778.00	\$276,138.00	\$27,000.00	\$1,200.00	\$75,840.00	\$71,200.00	\$374.00	\$4,488.00	\$264.00	\$11,880.00	\$352.00	\$15,840,00	1st Contractor's Proposed Fee (12/1/2023 - 08/31/2024)
		STORY OF THE PERSON			\$120.59	3 40				-	\$00		\$0.00		2	\$4.00	Verlance SUnit (3% - 5%) - 3rd Price Increase (Comparison with 2nd price Increase request)				- ASSET	\$500.00	20%	\$4.019.52	\$3,773,60	\$93.50	\$93.50	\$66.00	\$66,00	\$88.00	\$88.00	(9/1/2024 - 08/31/25) Contractor's Proposed Unit \$
SGE 404 36	2000	\$47 747 13	\$4 500 00	00 000	\$13,842.11	\$12,996,16	\$12,354.86	\$34.00	00.500	20000	\$24.00	and distribution of the last	\$1,080,00	1	\$48.00	\$2,160.00	Variance Estimated Yearly Cost 3rd Price Increase					11.11%	0.00%	6.00%	6.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	Percent
	10:01	18.82%		-	20.07%	20.07%	20.07%	%00.01	1		10.00%	Company of the last	10.00%		15.00%	15.00%	Increase in Percentage of Orignal contract Price and New Proposed Price	\$1,444,227 60	יין מטב,טטניק	\$\$68.160.40	\$292,022.40	\$30,000.00	\$1,200.00	\$80,390,40	\$75,472.00	\$374.00	\$4,488.00	\$264.00	\$11,880.00	\$352.00	\$15,840.00	Contractor's 2nd (09/1/2024 - 08/31/2025) Proposed Fee
¢ 76 76/1 80	÷	ı,	53.			% \$10,732.00	% \$10,202.00	\$ 539.00			\$24.00		6 \$1,080.00	-	\$32,00	\$1,440.00	Variance Estimated Yearly Cost 2nd Price Increase				•	\$525.00	25%	\$4,140.11	\$3,886.81	\$93,50	\$93.50	\$66.00	\$66.00	\$92.00	\$92.00	Price increase - (9/1/2025 - 08/31/26) Contractor's Proposed Unit \$
		15.13%	j	-	16.58%	16.58%	16.57%	10.00%	TO:00/0	10 00%	10.00%		10.00%		10.00%	10.00%	Increase in Percentage of Orignal contract Price and New Proposed Price				140	16.67%	25.00%	3.00%	3.00%	0.00%	0.00%	0.00%	0.00%	4.55%	4.55%	Percentage Increase
\$44,996,00		\$22,4	1			\$6,460.00	\$6,140.00	00.96¢	V-100.00	\$408 AU	\$24.00		\$1,080.00		\$32.00	\$1,440.00	Variance Estimated Yearly Cost 1st Price Increase	\$1,497,570.93	\$1 ADZ 570 CO	\$593,409.53	\$301,387.13	\$31,500.00	\$1,500.00	\$82,802.11	\$77,736.16	\$3/4.00	\$4,488.00	\$264.00	\$11,880.00	\$368,00	\$16,560.00	Contractor's 3rd (09/01/2025 - 08/31/2026) Proposed Fee
		8.87%	0.00%	0.00%	9.98%	9.98%	9.97%	T0.0076	10.000	10.00%	10.00%		10.00%		10.00%	10.00%	Increase in Percentage of Orignal contract Price and New Proposed Price															

EXHIBIT B

Angels Remodeling & Construction LLC

5944 Coral Ridge Dr #275 Coral Springs FL 33076 954-691-8102 cjagat@yahoo.com License -CGC1516339/ CAC1821135

5/5/2024

Broward Housing Authority 4780 N. State Rd 7 Lauderdale Lakes FL Attn: Purchasing

Re: Contract # RFP 22-308-R (BBC)

Attn: Ms. Teisha Palmer

Dear Ms. Palmer

I am writing to you in regards to the above contract RFP 22-308R(BBC) and the renewal of the contract.

The reason for my letter is to request an increase to my contract based on the tariffs. As per the letter from Carrier the increases will be a pass through.

The following is my request:

- 1. The prices of the units have increase by 3% (see attach pass through).
- 2. The prices for the permits will increase to \$525 (The hurricane tie downs have to be sealed by an engineer).
- 3. Increase on Materials other than the AC installs 25% (see Attach pass through 5%)
- 4. Labor for Technician will be \$92 P/Hr

I respectful request the above increase to Contract RFP 22-308R to assist in covering the increase of for the tariffs.

Thank You!

If you should need any further questions. Please do not hesitate to contact me.

Christine Jagat 954-691-8102 Cjagat@yahoo.com



Carrier Enterprise, LLC Corporate HQ 4300 Golf Acres Dr. Charlotte, NC 28208

April 18, 2025

Subject: Pricing Updates to Carrier Corp. Residential & Ductless Equipment and Accessories

Dear Valued Business Partner,

Thank you for your patience and continued business during a frenetic time in both our industry and the global economy. As announced by the U.S. on April 9th, a wide range of tariffs in various countries were implemented that impact the Carrier Corp. product line. This notice is to advise of price changes, due to those tariffs will take effect May 5, 2025.

This price update will apply to all brands of R-454B residential, ductless, and VRF equipment, in addition to geothermal and boilers. Note there will not be an increase applied to high-tier R-454B (Infinity and Evolution) and all tiers of 2-stage residential split product lines.

As stated previously, the following increases and effective date are subject to change if additional adjustments are made to the tariffs by the U.S. We will immediately issue a revised statement if any further changes occur.

- 3% increase on R-454B residential equipment, inclusive of splits, furnaces, coils, SPP, and geothermal and boilers
- 6% increase on R-4548 ductless and VRF equipment (all brands and tiers)
- 5% increase on Carrier and Bryant brand residential ducted and ductless accessories

All orders shipped on or before Friday, May 2, 2025, will be honored at the current pricing. However, any quotes with current pricing and orders not shipped by this date will automatically reflect the new pricing starting Monday, May 5, 2025.

As we head into the 2025 cooling season, CE's top priority is to support you and your business despite the dynamic changes occurring with U.S. policies. We stand by our commitment to servicing your HVAC supply needs and providing transparent

communication to ensure success. Your feedback is important to us. If you have any questions or concerns regarding this
price increase, pending orders, or our efforts to assist you with the refrigerant changes, please do not hesitate to contact us

Thank you for your continued trust and business.

Sincerely,

Chad Wetzel

President CE - Florida

RESOLUTION NO. 2025-11

A Resolution of the Broward County Housing Authority (BCHA)

Authorizing Ratification of 2nd contract renewal with Angels Remodeling

& Constructions, LLC for HVAC Services

WHEREAS, the current contract expired on August 31, 2025; and,

WHEREAS, contract renewal action was presented to Board for approval at its August 19, 2025, meeting;

WHEREAS, in the absence of a quorum, the August 19, 2025 Board meeting was canceled. Due to expiration of contract prior to next Board meeting, The Contracting Officer entered into the renewal period per authority provided by Board via Resolution 2024-06.

WHEREAS, the Chief Executive Officer is requesting the Board of Commissioners authorize ratification of the 2nd contract renewal with Angels Remodeling & Constructions, LLC for HVAC Services;

WHEREAS, Board approval is required for contracts over \$100,000.00 and all contract modifications in excess of 10% of the original contract amount; and,

WHEREAS, an internal analysis was conducted and this 2nd contract renewal has been negotiated with contractor at a vendor requested increase due to new tariff rates as outlined in Memorandum 2025-04 (PD);

NOW THEREFORE BE IT RESOLVED that the Board of Commissioners hereby authorizes ratification of the 2nd contract renewal with Angels Remodeling & Constructions, LLC for HVAC Services as outlined in Memorandum 2025-04 (PD).

PASSED, ADOPTED AND APPROVED THIS 21th DAY OF OCTOBER 2025.

JOHN T. LOOS III, CHAIR



Building on Success

4780 North State Road 7, Lauderdale Lakes, Florida 33319 • (954) 739-11114 • Fax (954) 535-0407 •TRS/Florida Relay Service 711• www.bchafl.org

MEMORANDUM 2025-02 (EDD)

TO:

Board of Commissioners

THRU:

Parnell Joyce, Board Secretary/Chief Executive Officer

FROM:

Tisha Pinkney, Executive Deputy Director

DATE:

October 10, 2025

SUBJECT:

Fiscal Year 2025/26 Budget Amendment

REQUESTED ACTION:

Motion to approve amendment to the Fiscal Year 2025/26 Budget to add funds to the COCC budget and increase the Multifamily budget line items for Janitorial Services.

WHY ACTION IS NECESSARY:

To follow generally accepted accounting principles and provide a means to continue janitorial services that are anticipated in the 2025-2026 budget/fiscal year. The services in question while planned were not included in the COCC budget and need to be increased in the Multifamily budgets for Highland and Griffin Gardens Apartments due to the increase in price per the current industry standards.

<u>WHAT THIS ACTION ACCOMPLISHES:</u> This budget amendment to add \$40,000 to the COCC budget and \$14,000 each, to Highland and Griffin Gardens budgets will allow for continued janitorial services at the Headway office building and at Highland and Griffin Gardens Apartments, which are both mid-rise elderly buildings. The amendment to the current fiscal year budget will allow the Broward County Housing Authority to maintain the quantity and quality of service to the sites, residents and staff, while satisfying any potential audit inquiry.

SUMMARY EXPLANATION/BACKGROUND:

In the current budget janitorial services at Highland and Griffin Gardens were allocated at a cost of \$72,000 (\$36,000 each). For the Headway Office Building, \$10,000 was allocated from the Housing Choice Voucher (HCV) program and the line item was mistakenly omitted from the COCC budget all together. This amendment will add \$40,000 to the COCC budget, bringing the total for the Headway building to \$50,000. Per the current industry standard for janitorial services, it was realized that the budgeted amounts in all the current allocations were insufficient. This request is to amend the budgets to add an additional \$68,000, bringing the budgeted total for the current fiscal year to \$150,000.

FISCAL IMPACT/COST SUMMARY:

The amendment request for Highland and Griffin Gardens will increase the budget \$28,000 (\$14,000 each) and COCC budget will increase by \$40,000.

RESOLUTION NO. 2025-12

A Resolution of the Broward County Housing Authority (BCHA) Authorizing Amendment to the Fiscal Year 2025/26 Budget

WHEREAS, Board approval is required to amend the Budget; and,

WHEREAS, the amendment is requested due to an increase in price per the current industry standards and to correct a line-item omission in the Central Office Cost Center (COCC) budget; and,

WHEREAS, the amendment will increase the janitorial services line-item for Highland and Griffin Gardens Apartments by \$28,000 increasing the total budget from \$72,000 to \$90,000 for both properties; and,

WHEREAS, this increase will reflect current industry pricing and allow the agency to maintain a high quality of service at the properties as outlined in Memorandum 2025-02 (EDD); and,

WHEREAS, the amendment will also correct an omission to the COCC budget, which currently has zero dollars allocated for janitorial service at the Headway Office Building; and,

WHEREAS, this increase to the COCC budget will allocate \$40,000 to provide janitorial services at the Headway Office Building as outlined in Memorandum 2025-02 (EDD).

NOW THEREFORE BE IT RESOLVED that the Board of Commissioners hereby approves amendment to the Fiscal Year budgets for the COCC, Highland and Griffin Gardens to provide janitorial services at the Headway Office Building, Highland and Griffin Gardens Apartments as outlined in Memorandum 2025-02 (EDD).

PASSED, ADOPTED AND APPROVED THIS 21st DAY OF OCTOBER 2025.

JOHN T. LOOS III, CHAIR



Building on Success

4780 North State Road 7, Lauderdale Lakes, Florida 33319 • (954) 739-1114 • Fax (954) 535-0407 •TRS/Florida Relay Service 711 • www.bchafl.org

MEMORANDUM 2025-03 (EDD)

TO: Board of Commissioners

THRU: Parnell Joyce, Board Secretary/Chief Executive Officer

FROM: Tisha Pinkney, Executive Deputy Director

DATE: October 10, 2025

SUBJECT: Shared Services Agreement

REQUESTED ACTION:

Motion to approve revised Shared Services Agreement between the Broward County Housing Authority (BCHA) and Building Better Communities, Inc. (BBC), and Affiliated LLCs.

WHY ACTION IS NECESSARY:

BCHA and BBC desire to update and supersede a prior Shared Services Agreement in order to formalize additional provisions, including procurement procedures, and to reflect the current operational needs and obligations.

<u>WHAT THIS ACTION ACCOMPLISHES:</u> In the best interest of both Parties, this revised Agreement sets forth their respective roles, responsibilities, and obligations in a manner that ensures compliance with all applicable laws and the efficient operation of their shared objectives.

SUMMARY EXPLANATION/BACKGROUND:

BCHA employs skilled individuals involved in the provision of accounting, maintenance, information services, tenant services, human resources, and other administrative services. In its business activities BBC requires certain services to be performed on its and the Affiliated LLCs behalf. The Parties previously entered into a Shared Services Agreement, dated March 17, 2010, whereby BCHA agreed to provide administrative, operational, and management services to BBC and Affiliated LLCs. This revised Agreement continues the provision of these services while reflecting current needs and obligations.

FISCAL IMPACT/COST SUMMARY:

BCHA will be compensated each month for 1/12 of the shared services costs as itemized in BCHA's cost analysis, which shall be a fixed annual cost set by the BCHA.

SHARED SERVICES AGREEMENT

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of		, 202	25, by a	nd bet	ween B	ROWA	RD COUN	TY HO	USING AL	JTHO	ORITY	Y , a
public	bod	y c	orporate	and	politic	(the	"Authority")	and	BUILDIN	G	BETT	ER
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or con	trolled	l by l	BBC; and	MCC	AN Com	nmuniti	es, Inc. (MC	CAN) a	501 ©(3)	not-	for-pr	ofit,
		•	red to as									

RECITALS

WHEREAS, the Authority is a Public Housing Authority established under the laws of the State of Florida, with responsibilities that include developing and managing affordable housing for residents, typically below 120% of area medium income, in accordance with federal, state, and local laws; and

WHEREAS, BBC and MCCAN are Florida not-for-profit corporations, created in part to assist in the development, ownership, leasing, and management of low-income housing, including projects financed through State Low Income Housing Tax Credits (LIHTC), which provide privately sourced funding for affordable housing; and

WHEREAS, BBC and MCCAN are the sole shareholder of several corporations that serve as the owner, operator and/or manager of affordable housing developments; and

WHEREAS, BBC and MCCAN may become the sole shareholder of other corporations that may serve in the future as owner, operator, and/or manager of other affordable housing developments; and as of this date include: BBC Homes, Inc., BBC-Ehlinger Apartments, Inc., HG Senior Housings Corporation, Inc., Broward Workforce Communities Inc., Oakland Preserve, LLC, TP Homes & Communities, Inc., Tequesta Reserve, LLC, TR-Better Communities Development, LLC, Tallman Pines HR LTD., and those that may be created by BBC or MCCAN in the future ("Affiliates"); and

WHEREAS, the Authority employs skilled individuals involved in the provision of accounting, maintenance, information services, tenant services, human resources, and other administrative services; and

WHEREAS, in its business activities BBC and MCCAN require-certain services to be performed on its and the Affiliates behalf; and

WHEREAS, therefore, the Authority and BBC previously entered into a Consulting and Shared Services Agreement, dated March 17, 2010, whereby the Authority agreed to provide certain administrative, operational, and management services to BBC; and

WHEREAS, the Parties now desire to update and supersede the prior Consulting and Shared Services Agreement in order to formalize additional provisions, including

procurement procedures, and to reflect the current operational needs and obligations of the Parties; and

WHEREAS, it is in the best interest of both Parties to establish this new Shared Services Agreement to set forth their respective roles, responsibilities, and obligations in a manner that ensures compliance with all applicable laws and the efficient operation of their shared objectives.

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

1. Scope of Services.

The Authority agrees to provide BBC, MCCAN, and Affiliates services deemed necessary for the continued development, ownership, and operation of affordable housing and related projects, including but not limited to:

- 1.1 Procurement Services. The Authority shall procure supplies, equipment, materials, professional services, and other tangible or intangible resources, necessary for BBC's operations in accordance with Section 5 of this Agreement. Procurement activities shall comply with applicable laws, regulations, and the Broward County Housing Authority's procurement policies, ensuring transparency, efficiency, and quality.
- 1.2 Payroll Processing, Budgeting, and Tax Filings. The Authority shall manage payroll processing, budgeting assistance, and preparation of tax filings and returns, as well as state and local filings on behalf of BBC and MCCAN and related affiliate entities.
- 1.3 Office Services. The Authority shall provide clerical, mailroom, communication, and other services necessary for BBC's administrative operations.
- 1.4 *Information Services. The* Authority shall offer IT and information processing services to support BBC's operational and strategic objectives, and cybersecurity.
- 1.5 Tax Credit Services. The Authority shall assist with compliance and administrative functions related to low-income housing tax credits, including tenant income verification, reporting, and maintenance of related records.
- 1.6 Human Resources Services. The Authority shall provide qualified personnel to perform services under this Agreement, including recruitment, management, and compliance with applicable employment laws.
- 1.7 Accounting and Recordkeeping Services. The Authority shall provide accounting and recordkeeping services, including without limitation, establishing and maintaining the books and records for BBC, MCCAN and Affiliates related thereto, including accounts receivable, accounts payable,

1.8 Other Services. The Authority may provide additional services as reasonably requested by BBC, MCCAN or Affiliates related thereto, mutually agreed upon in writing. BBC or MCCAN may request specific services from the Authority by submitting a written request detailing the nature and scope of the services needed. Requests for ongoing services shall remain in effect until terminated by the requesting party with written notice. The Authority shall acknowledge receipt of each service request within five (5) business days and confirm whether it can fulfill the request. If the Authority cannot perform the requested services due to insufficient expertise, resources, or notice, it shall promptly notify BBC or the appropriate service requestor.

2. Term and Termination.

- 2.1 Term. This Agreement shall commence on the Effective Date and continue for an initial term of one (1) year, automatically renewing for successive one-year terms unless terminated by either party with at three (3) month written notice.
- 2.2 *Termination for Cause*. Either party may terminate this Agreement for cause if the other party breaches any material provision and fails to cure such breach within thirty (30) days of receiving written notice.

3. Shared Services Compensation and Contingency Funding.

- 3.1 Shared Services *Monthly Payment*. BBC shall compensate the Authority each month for 1/12 of the proposed shared services costs as itemized in the Authority's cost analysis, which shall be a fixed annual cost set by the Authority. The monthly payments cover the full scope of the Authority's support services, as outlined in Section 1 of this Agreement, and the first year's payment will be based on the totality of the prior year estimated cost for services.
- 3.2 Contingency Funding. For budgeting purposes, the Authority's estimated shortfall for necessary administrative services on the Authority's HCV and related programs shall be provided through contingency funding from BBC. All BBC contingency funding shall be allocated to a Reserve Fund for accounting and reconciliation purposes. The Authority shall retain all unspent contingency funds at the end of the fiscal year for future use, including, but not limited to, offsetting future overages, funding project-based or time-sensitive services, or being rolled over for future service years. All unspent contingency funds on September 30 of each year shall then be available for the benefit of programs related to the signatory goals or operations.
- 3.3 Approval of Additional Services or Material Changes. Should a signatory to the Agreement request services outside the scope of Section 1 of this Agreement, or should changes in the Authority's scope of services or project demands reasonably indicate that the budgeted contingency funding is insufficient, the Parties agree to the following process:

- a. A signatory shall submit a written request outlining the need for additional or expanded services;
- b. Within fifteen (15) business days, the Authority shall provide BBC a written cost estimate and operational impact;
- c. The Authority shall also submit a written funding request to the appropriate Board of Directors, including the services to be supported, the impact of non-funding, and the anticipated duration;
- d. No additional services or funding beyond the scope or budget shall be provided without prior written approval from both Parties, either through a formal amendment to this Agreement or by signed written authorization by the CEO and Treasurer of both Parties, respectively.
- 3.4 Emergency Service Exceptions. Where immediate services to BBC due to exigent circumstances are necessary to avoid operational disruption, including, but not limited to, program compliance, the Authority may render such services and incur related costs without BBC's prior approval. BBC shall be notified in writing within ten (10) business days of the nature and costs of the services provided, and the reimbursement of the costs for those services shall be added to the monthly payment for shared services as a one-time payment or incrementally as agreed to by the Parties.

4. Default and Remedies.

- 4.1 If either party becomes insolvent, files for bankruptcy, or commits acts of dishonesty or fraud, the other party may terminate this Agreement immediately upon written notice.
- 4.2 The non-defaulting party shall be entitled to all remedies available under law or equity in the event of a breach.

5. Procurement Governance.

- 5.1 Procurement Policy Compliance. All procurement actions performed on behalf of BBC, MCCAN or Affiliates shall be governed by the Broward County Housing Authority (BCHA) Procurement Policy, as amended from time to time, except as expressly provided below.
- 5.2 Non-Competitive Proposals Exception. When a non-competitive bidding process, such as a "sole source" or "cooperative purchase" from a housing authority solicitation is utilized, the following procedure shall govern as an exception to the standard BCHA policy:

5.2.1 Conditions for Non-Competitive Proposals.

To be used when the award of a contract is not feasible using small purchase, sealed bid, cooperative purchasing, or competitive proposal procedures, or is disproportionately inefficient under time, cost, product service availability or found cost burdensome relative to the gain to be in the public interest. The Procurement Manager of the Authority must provide written justification to be approved by the CFO or in the alternative the Assistant Secretary of the Authority that includes the following:

- a) A detailed explanation of why a non-competitive approach is necessary.
- b) Identification of one or more of the following circumstances:

i. Sole Source Availability

A statement explaining the uniqueness of the goods or services to be procured.

This must consider:

- 1. Compatibility, patent, or proprietary issues.
- 2. The method used to determine sole-source availability (e.g., market survey, research).
- 3. The contractor's expertise linked to the project, such as prior work or specialized knowledge.
- 4. Any additional supporting documentation.

ii. Public Urgency or Emergency

A description of the public urgency or emergency necessitating the procurement. This must include:

- 1. The need for the contract and the period of performance.
- 2. The impact on BBC if services are delayed.
- 3. The estimated timeline to procure an alternative contractor.
- 4. Any additional supporting documentation.

iii. Inadequate Competition

Evidence of insufficient competition after solicitation. This must include:

- 1. Results of a market survey or an explanation for not conducting one.
- 2. Supporting documentation demonstrating the decision is in the best interest of BBC.

iv. Cost of re-solicitation is reasonably determined to exceed an amount over the threshold

Justification may include collective labor and overhead costs to resolicit; product scarcity caused by delay; imposition of tariffs or other recent market changes that add costs; or other conditions that would likely cause purchasing inefficiency by re-solicitation.

5.2.2 Cooperative Purchase. The Authority may utilize a vendor procured by another housing authority through a competitive solicitation process, provided that the goods, services, quantities, and other essential components of the solicitation are substantially the same as those sought by the Authority for BBC.

6. Shared Resources and Personnel.

- 6.1 The Authority may provide access to its employees, resources, and systems to facilitate the effective delivery of services under this Agreement. All personnel assigned by the Authority to perform services for BBC, MCCAN, or Affiliates shall remain employees of the Authority and subject to its employment policies.
- 7. Independent Contractor. During the term of this Agreement, the Authority shall be an independent contractor and not an employee of BBC and MCCAN or related Affiliates. The Authority is not an agent of, or authorized to transact business, enter into agreements, or otherwise make commitments on behalf of BBC and MCCAN or related Affiliates, unless expressly authorized in writing pursuant to this Agreement. Nothing set forth in this Agreement shall be construed to create the relationship of employer and employee or principal and agent between BBC and MCCAN or related Affiliates and the Authority. Unless expressly provided for otherwise in this Agreement, the Authority shall not act or attempt to act or represent itself, directly or indirectly or by implication, as an employee of BBC and MCCAN or related Affiliates or in any manner assume or create, or attempt to assume or create, any obligation on behalf of or in the name of BBC and MCCAN or related Affiliates. Accordingly, the Authority shall not attain, nor be entitled to. any rights or benefits of BBC and MCCAN or related Affiliates. The Authority shall be responsible for complying with Florida's Worker's Compensation laws. All employees and subcontractors of the Authority shall be considered to be, at all times, the sole employees or contractors of the Authority, under its sole direction and not an employee, contractor or agent of BBC and MCCAN or related Affiliates. The Authority is responsible for the payment of all required payroll taxes, whether federal, state, or local in nature, including, but not limited to income taxes, Social Security taxes, Federal Unemployment Compensation taxes, and any other fees, charges, licenses, or payments required by law.
- 8. Warranties. Parties represent and warrant that each are free to enter into the terms of this Agreement and that neither have obligations to any third party or otherwise that are inconsistent with any of the provisions of this Agreement. Parties further represent and warrant that they: (i) have not and will not disclose to others any confidential business information or trade secrets belonging to the Parties or to any third party; (ii) will not and do not intend to use any confidential information or trade secrets belonging to any third party in connection with the performance of either Parties' obligations hereunder; and (iii) have not and will not remove any books, papers, or records belonging to either Party or to any third party including, business plans, confidential customer information, or

confidential or proprietary information about either Party or third party's products or services. This Section 8 shall survive termination of this Agreement.

9. MISCELLANEOUS.

9.1 Notices. All notices hereunder shall be given in writing by registered or certified mail, return receipt requested, postage prepaid, addressed to the Parties at the following respective addresses, or at such other address as may be designated in writing by either Party to the other, and shall be deemed delivered for all purposes hereunder upon deposit of same into the United States mail:

To BBC:	
To MCCAN:	
To Authority:	

- 9.2 **Compliance with Laws.** The Parties agree to comply with all laws, ordinances, rules, and regulations that are now or may become applicable to the Services covered by this Agreement regardless of the applicable jurisdiction.
- 9.3 Severability. The Parties to this Agreement expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Agreement is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Agreement) and the remainder of this Agreement, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Agreement to be inequitable under the circumstances.
- 9.4 Successors and Assigns. This Agreement shall be binding upon the Parties and their respective successors, heirs and assigns. The Parties agree that nothing contained herein shall authorize the assignment of this Agreement or the delegation of any duties hereunder by either Party, unless previously set out in this Agreement, without the prior written consent of the other party.

- 9.5 **Headings.** The sections headings used in this Agreement are for reference and convenience only and shall not enter into the interpretation hereof.
- 9.6 **Survival of Terms.** Termination or expiration of this Agreement for any reason shall not release either Party from any liabilities or obligations set forth in this Agreement which (a) the Parties have expressly agreed shall survive any such termination, or (b) remain to be performed and by their nature would be intended to be applicable following any such termination or expiration. Any liabilities which have accrued prior to termination pursuant to the insurance and/or indemnification obligations set forth below shall survive the termination of this Agreement.
- 9.7 Waiver. No delay or omission by either Party hereto, in the exercise of any right or remedy hereunder, shall impair such right or remedy or be construed to be a waiver thereof. Any waiver of any such right or remedy by any Party must be in writing and signed by the Party against which such waiver is sought. A waiver by either of the Parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or any other covenant herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.
- 9.8 Force Majeure. Non-performance of the Authority or BBC and MCCAN or related Affiliates shall be excused to the extent that performance is rendered impossible or delayed by strike, fire, hurricane, flood, terrorism, governmental acts or orders or restrictions, or other similar reason where failure to ("Force Majeure"), provided that the non-conforming Party gives prompt notice of such conditions to the other Party and makes all reasonable efforts to perform.
- 9.9 Governing Laws. This Agreement shall be governed by and construed in accordance with, the laws of the State of Florida. The exclusive venue for any dispute arising from this Agreement shall be the Circuit Court of Broward County, Florida. The Parties voluntarily waive any right to trial by jury in the event of litigation between the Parties, which in any way arises out of this Agreement or the Services.
- 9.10 Entire Agreement. This Agreement, including any Exhibits referenced herein, constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all previous written, and all previous or contemporaneous oral, negotiations, understandings, arrangements, and agreements. In the event of any conflict or inconsistency between the body of this Agreement and any Exhibit or Schedule hereto including BBC's Terms and Conditions referenced therein, the terms and provisions of this Agreement, as may be amended by the Parties, shall prevail and be given priority. Unless expressly provided for otherwise in this Agreement, this Agreement may be amended only by a written amendment signed by both Parties hereto.

9.11 Mutual Indemnification.

- (a) Indemnification by the Authority. To the extent permitted by law, the Authority agrees to indemnify, defend, and hold harmless BBC, MCCAN their directors, officers, employees, agents, Affiliates and subcontractors (collectively, the "BBC Indemnified Parties") from and against any and all liability, suits, actions, damages, costs, losses, and expenses, including attorneys' fees, arising out of personal injury, bodily injury, sickness, disease, death, or damage to or destruction of tangible property (including the loss of use thereof), to the extent caused by the negligent acts, errors, omissions, or willful misconduct of the Authority, its officers, employees, agents, or subcontractors in the performance of its obligations under this Agreement. Nothing in this Agreement shall be deemed or treated as a waiver by the Authority of any immunity to which it is entitled by law, including but not limited to the Authority's sovereign immunity as set forth in Section 768.28, Florida Statutes.
- **(b)** Indemnification by BBC and other named parties herein. BBC and MCCAN agree to indemnify, defend, and hold harmless the Authority, its directors, officers, employees, agents, and subcontractors (collectively, the "Authority Indemnified Parties") from and against any and all liability, suits, actions, damages, costs, losses, and expenses, including attorneys' fees, arising out of personal injury, bodily injury, sickness, disease, death, or damage to or destruction of tangible property (including the loss of use thereof), to the extent caused by the negligent acts, errors, omissions, or willful misconduct of BBC, MCCAN, their officers, employees, agents, or subcontractors in the performance of its obligations under this Agreement.
- **(c) No Waiver of Immunity.** Nothing in this Section shall be construed as a waiver of any immunity or limitation of liability to which the Authority or BBC is entitled under applicable law, including but not limited to the sovereign immunity provided under Section 768.28, Florida Statutes.
- 9.12 Access to Records and Audit Clause. BBC and MCCAN or related Affiliates agree to permit the Authority to examine all records which are, in any way, related to the Services provided under this Agreement, and grants to the Authority the right to audit any books, documents and papers of Authority that were generated during the course of the administration of this Agreement. Both Parties shall maintain the records, books, documents and papers associated with this Agreement in accordance with the "Public Records Act", and in accordance with the Florida Statutes, as further described in Section (10) below.
- 9.13 **State Requirements.** By entering into this Agreement, BBC, MCCAN, and Affiliates agrees to review and comply with the following state requirements:

- Public Entity Crimes. BBC shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
- ii. Scrutinized Companies. BBC MCCAN, and Affiliates certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, Florida Statues, the Authority may immediately terminate this Agreement at its sole option if BBC is found to have submitted a false certification; or if BBC is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. If this Agreement is for more than one million dollars, BBC, MCCAN, and Affiliates certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, the Authority may immediately terminate this Agreement at its sole option if BBC is found to have submitted a false certification; or if BBC is placed on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

9.14 Public Records.

Both Parties acknowledge and agree that they are subject to Chapter 119, Florida Statutes, and that all documents, records, and other materials made or received in connection with this Agreement may be subject to disclosure pursuant to Florida's Public Records Law. Each Party shall comply with all applicable requirements of Chapter 119, Florida Statutes, including, without limitation, maintaining and providing access to public records as required by law.

IN WITNESS WHEREOF, BBC has signed and delivered this Agreement, and the Authority has caused this Agreement to be signed and delivered by its duly authorized officer or representative, all as of the date first set forth above.

BROWARD AUTHORITY	COUNTY	HOUSING	BUILDING BETTER COMMUNITIES _
By:			By:
Name:			Name:
			Title:
			Date:
Date:			
MCCAN COM	IMUNITIES, II	NC.	
By:			
Name:			
Title:			= :
Date:			

RESOLUTION NO. 2025-13

A Resolution of the Broward County Housing Authority (BCHA) Approving
Revised Shared Services Agreement with Building Better Communities,
Inc., MCCAN Communities, Inc., and Affiliated LLCs

WHEREAS, Board approval is required to revise the Shared Services Agreement; and,

WHEREAS, BCHA employs skilled individuals involved in the provision of accounting, maintenance, information services, tenant services, human resources, and other administrative services; and,

WHEREAS, BCHA previously entered into a Consulting and Shared Services Agreement, dated March 17, 2010, whereby BCHA agreed to provide certain administrative, operational, and management services to Building Better Communities, Inc.; MCCAN Communities, Inc.; and Affiliated LLCs (collectively the "Affiliates"); and,

WHEREAS, BCHA and the Affiliates now desire to update and supersede the prior Consulting and Shared Services Agreement in order to formalize additional provisions, including procurement procedures, and to reflect the current operational needs and obligations as outlined in Memorandum 2025-03 (EDD).

NOW THEREFORE BE IT RESOLVED that the Board of Commissioners hereby approves the execution of a revised, updated Shared Services Agreement between BCHA and the Affiliates. The new agreement will supersede any previous versions as outlined in Memorandum 2025-03 (EDD).

PASSED, ADOPTED AND APPROVED THIS 21st DAY OF OCTOBER 2025.

JOHN T. LOOS III, CHAIR

PARNELL JOYCE, BOARD SECRETARY/CEO

Assisted Housing Program Report

Month Ending: September 30, 2025

PROGRAM	TOTAL LEASED	FAMILIES S	EARCHING WITHIN	NEW FAMILIES ENTERING
HOUSING CHOICE VOUCHER	4481	17444125	94	0
THOUSING CHOICE VOUCHER				
PROGRAM	UNITS ALLOTTED	UNITS LEASED	SEARCHING	VACANCIES
Emergency Housing Vouchers	170	156	2	0
	"MAIN!	TREAM PROGRAI	M"	
PROGRAM	UNITS ALLOTTED	UNITS LEASED	SEARCHING	VACANCIES
MAINSTREAM (MS-1) NED	75	67	1	7
MAINSTREAM (MS-5) 5 YEAR	50	42	1	7
MAINSTREAM (MS-5) FY 2017	79	69	0	10
MAINSTREAM (MS-5) FY 2020	24	19	0	5
MAINSTREAM (MS-5) FY 2021	100	72	1	27
		NIFICATION PROG		
PROGRAM	UNITS ALLOTTED	UNITS LEASED	SEARCHING	VACANCIES
FUP	426	360	9	57
Foster Youth 2 Independence	7	4	1	2
	"VETERANS AFFAIRS S	LIDDODTIVE HOLL	SING DDOGDAM"	
		UNITS LEASED	SEARCHING	VACANCIES
PROGRAM VASH	UNITS ALLOTTED 385	340	39 39	6
VASII	303	340	33	
	"FAMIL	Y SELF SUFFICIENC	CY"	
PROGRAM	MANDATORY SLOTS	ENROLLED	FAMILIES EA	ARNING ESCROW
FSS	0	144		98
	-11	PORTABILITY"		
	PROGRAM			UNITS LEASED
VOLICUEDS A	INCOMING PORTS (PO DMINISTERED BY BCHA FROM C	·	DRITIES	652
VOUCHERS A	OUTGOING PORTS (POR		JIIIILS	
BCHA VOUCHERS POI	RTING OUT OF BROWARD COUN	·	S AUTHORITIES	229
	TENANT PROTECTION VO	DUCHERS		15
	ENHANCED VOUCH	ERS		206
		T BASED VOUCHE		
PROGRAM	UNITS ALLOTTED	UNIT LEASED	SEARCHING/INSPECTION	VACANCIES
HILLSBORO CROSSING	70	1 70	0	1 0

^{*}EHV Funding ends June 30,2026 - no new vouchers will be issued

Broward County Housing Authority
Monthly Report on Status of Solicitations
0-4-14 0005

October 1, 2025

Description (Contract No.)	Contractor	Execution Date	Agreement Term	Expiration Date	Renewal Term(s)
Architectural and Engineering Services (RFQ 20-285)	Barranco Gonzalez Architect	7/1/2020	2 Year Contract With Three, One Year Renewal Options.	6/30/2025	Not Eligible for Renewal on 07/1/2025. Issued interim contract, with a month-to- month renewal not exceeding 90 days until solicitation for service and a new contract is executed. Advertised RFQ 7/29/25, due date to received proposal 9/3/25. New Soliciation for service currently under evaluation by BCHA's Evalaution Committee.
HVAC Repair, Installation and Emergency HVAC Services (RFP 22-308-R)	Angels Remodeling & Construction LLC D/B/A Call Air Conditioning Service	9/1/2022	2 Year Contract With Three, One Year Renewal Options.	8/31/2026	Contract was renewed effective 9/1/25. Need to be ratified by BCHA's Board of Commissioners
Janitorial Services at Griffin Gardens, Highland Gardens, and Headway Corporate Offices (RFP 20-288)	Clean Space, Inc	11/23/2020	2 Year Contract With Three, One Year Renewal Options.	11/22/2025	Not Eligible for Renewal 11/23/25. Soliciation for service advertied on 9/30/25. Proposals are due on 11/3/25.
Pest Control Services (RFP 20-287)	Home Paramount Pest Control	3/24/2021	2 Year Contract With Three, One Year Renewal Options.	3/23/2026	Eligible for 3rd and final Renewal on 3/24/2026.
Multi-Function Copier Devices and Service Solutions (County of DuPage, IL Contract No. FI- R-0251-18)	Canon Solutions America, Inc.	1/3/2022	4 Year Contract	4/20/2026	N/A
Financial Advisor Services (RFP 22-310)	TAG Associates of Florida, LLC	5/1/2022	2 Year Contract With Three, One Year Renewal Options.	4/30/2026	Eligible for 3rd and Final Renewal on 5/1/2026.
Inspections Services (IFB 21-299)	McCright & Associates	6/16/2021	2 Year Contract with Three, One Year Renewal Options.	6/15/2026	Not Eligible for Renewal on 6/1/26. Will need to resolicit for services after contract expires 06/15/26
Elevator Maintenance & Repair Services (QR 21-295)	Mowrey Elevator Company of FL, Inc.	6/16/2021	2 Year Contract with Three, One Year Renewal Options.	6/15/2026	Eligible for 3rd Renewal/Final on 06/16/2025.
General Legal Services (RFP 20-283)	Weiss Serota Helfman Cole + Bierman PL	7/25/2023	2 Year Contract with Three, One Year Renewal Options.	7/24/2026	Eligible for 2ndt Renewal on 7/25/2026.
Banking Services (RFP 21-297)	TD Bank, N.A	9/1/2021	2 Year Contract With Three, One Year Renewal Options.	8/31/2026	Not Eligible Renewal on 09/01/2026. Will need to resolicit for services after contract expires on 8/31/26
Auditing Services (RFP 23-319)	BCA Watson Rice, LLP	10/1/2023	2 Year Contract with Three, One Year Renewal Options	9/30/2026	Eligible for 2nd Renewal on 10/1/26
Electrical Services IFB 23-318	Universal Electric of Florida, Inc.	10/17/2023	2 Year Contract with Three, One Year Renewal Options.	10/16/2026	Eligible for 2nd Renewal on 10/17/2026.
Special Legal Services (RFP 22-306)	Ballard Spahr LLP	11/1/2022	2 Year Contract With Three, One Year Renewal Options.	10/31/2026	Eligible for 3nd Renewal on 11/1/26,
Closed Circuit Television (CCTV) Installation & Maintenance (IFB 23- 320)	HNL CORP	11/1/2023	3 Year Contract with Two, One Year Renewal Options on Maintenace Services	10/31/2026	Eligible for 1st Renewal on 11/17/2026

Broward County Housing Authority Monthly Report on Status of Solicitations October 1, 2025											
						MRO Supplies, Renovation and Installation Services (Maricopa County, 16154-RFP)	HD Supply Facilities Maintenance L.P.	2/1/2017	5 Year Contract With Five Year Renewal Option	12/31/2026	Five years contract effective 2/17/17 with five additional years to renew terms of contract Expiring December 31, 2026.
						Multi-Site Tub and Solid Surface Tops Glazing (QR 22-305)	DMB Refinishers Inc	6/25/2025	2 Year Contract With Three, One Year Renewal Options.	6/24/2027	Eligible for 1st Renewal on 6/25/27.
Landscaping Services (IFB 23-328)	TommyLee Capital, LLC	9/1/2025	2 Year Contract with Three, One Year Renewal Options,	8/31/2027	New contract executed 9/1/25. Need to be ratified by BCHA's Board of Commissioners						
Office Supplies (City of Tamarac, 19-12R)	Office Depot, Staples Advantage	10/14/2019	4 Year Contract With one (1) additional four-year period through October 13, 2027	10/13/2027	One additional four-year period to renew contract executed by the City of Tamarac, FL, Contract will expire on 10/13/27.						
Plumbing Services (RFP 24-323)	Primary- A to Z Statewide Plumbing, Inc. Secondary - GreenTeam Service, Corp	1/1/2025	2 Year Contract With Three, One Year Renewal Options.	12/31/2027	Eligible for 1st Renewal 1/1/2028						
Construction Services for Tequesta Reserve (RFP 23-317)	James B. Pirtle Construction compnay, Inc Dba, Pirtle Consruction Compnay	7/17/2024	Term continues through project completion.	N/A	Contract Executed July 17, 2024.						
Professional Services for the Development of Griffin Gardens II (RFP 21-293)	BG Design Studios, Inc. D/B/A Barranco Gonzalez Architecture	1/4/2022	Term continues through project completion.	TBD	N/A						
Griffin Gardens II – Owner's Representative/Construction Manager Services (RFP 21-303)	Gallo Herbert Architects, LLC DBA, GHA Architects & Development Consultants, Inc	3/23/2022	Term continues through project completion.	TBD	N/A						
Architectural & Engineering Services for Highlnad Gardens I & II (RFQ 25- 325)	Gallo Herbert Architects, LLC DBA, GHA Architects & Development Consultants, Inc	7/18/2025	Term continues through project completion	TBD	N/A						
Roof Replacement at Headway Office Building (IFB 25-326)	Onel Construction, LLC	5/30/2025	Contract Expires 90 days after the permit is issued from the City to commence to contruction.	TBD	N/A						