

**HCD DOCUMENT ROUTING FORM**

③ ✓ 12/10/14 ①

DATE: November 6, 2014

NAME OF DOCUMENT: HOPWA Agreement : Susan B. Anthony

Approved at Commission Meeting on 11/04/2014 CAM# 14-1391

ITEM:  PUR - 8  PH  O  CR  R

Routing Origin:  CITY ATTORNEY'S OFFICE:  ENGINEERING  HOUSING & COMMUNITY DEV.

OTHER \_\_\_\_\_

Also attached:  copy of CAM  copy of document  ACM Form  # 3 originals

By: MD forwarded to:  
Initials

1) Approved as to Content: Jonathan Brown 11/10/14  
JONATHAN BROWN, HCD MANAGER Date

Approved as to Content: Greg Brighton 11/10/14  
GREG BRIGHTON, DIRECTOR, DEPARTMENT OF SUSTAINABLE DEVELOPMENT Date

2) Approved as to Funds Available: by Laurie Conner Date: 11/16/14  
LAURIE CONNER, FINANCIAL ADMINISTRATIVE ASSISTANT

Amount Required by Contract/Agreement \$25,000 Funding Source: HOPWA  
 Dept./Div. Dept of Sustainable Development/HCD  
 Index/Sub-object: HP132076 / HP132077 Project # \_\_\_\_\_

3) City Attorney's Office: Approved as to Form 3 Originals to City Mgr. By: Lynn Solomon

Harry A. Stewart	_____	<u>Lynn Solomon</u>	<u>[Signature]</u>	Robert B. Dunckel	_____
Ginger Wald	_____	D'Wayne Spence	_____	Paul G. Bangel	_____
Carrie Sarver	_____	DJ Williams-Persad	_____	Victoria Minard	_____

4) ~~Approved as to content. City Manager:~~  
 By: \_\_\_\_\_  
LEE R. FELDMAN, ICMA-CM, CITY MANAGER

5) City Manager: Please sign as indicated and forward originals to the City Clerk's Office

**INSTRUCTIONS TO CLERK'S OFFICE**

6) Wendy Gonyea City Clerk: retains 1 original document  
 Forwards 2 originals documents to HCD

Copy of document to \_\_\_\_\_  Original Route form to Mario De Santis /DSD  
 Attach \_\_\_\_\_ certified copies of Reso. # \_\_\_\_\_  Fill-in date

**CITY OF FORT LAUDERDALE  
HOUSING OPPORTUNITIES for PERSON with AIDS (HOPWA) PROGRAM**

**AMENDMENT #001  
SUSAN B. ANTHONY CENTER, INC.  
PROGRAM PROVIDER AGREEMENT  
FY 2013-2014**

THIS AMENDMENT is entered into on November 7, 2014 and modifies that Participation Agreement (the "Agreement") dated October 1, 2012 by and between the City of Fort Lauderdale (also known as the "City") and Susan B. Anthony Center, Inc., (also known as the "Participant").

WHEREAS, the City receives Housing Opportunities for Persons with AIDS (HOPWA) funding from the U.S. Department of Housing and Urban Development (HUD) to undertake particular activities, including the provision of housing and support services to eligible individuals; and

WHEREAS the City issued Request for Proposal (RFP) 825-11034 seeking qualified non-profit organizations to provide housing and certain supportive services to eligible persons under the HOPWA grant; and

WHEREAS, Participant submitted a response to the RFP to provide activities including the provision of housing and services to eligible individuals in response to the RFP ("Proposal") which is on file with the City Housing and Community Development (HCD) Division and is incorporated herein as if fully set forth;

WHEREAS, the City and Participant entered into a Participation Agreement on October 1, 2012 and under the Agreement, the City may extend the term for no more than two (2) one year terms based on availability of funds and other criteria;

WHEREAS, pursuant to PUR 8 CAM #14-1391, the City Commission approved HOPWA awards for Fiscal Year 2013-2014 to Participant.

WHEREAS, the City will allow the Participant to expend \$35,000 in HOPWA funds during the period commencing October 1, 2013 through September 30, 2014.

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

1. Paragraph 2.1 is deleted and replaced with the following:

The Participant will provide eligible persons with HIV/AIDS the appropriate Housing Assistance and/or Support Services for HOPWA Programs as described in the detailed scope of services in Exhibit "A". The Participant understands that, without the City's written approval, the Participant may not be reimbursed for its use of Funds for purposes other than those described in Exhibit "A".

2. Article V is deleted and replaced with the following:

The term and effective date of this Agreement shall be from October 1, 2013 through September 30, 2014. The City may approve the extension of this Agreement for one (1) one-year period based upon Participant's performance, ability to achieve stated outcomes and funding availability. The request for an extension will be presented to the City Commission as part of the Annual Action Plan process. The Community Services Board (CSB) and HCD will discuss the performance of each agency and present a recommendation to the City Commission.

3. Paragraph 6.1 is deleted and replaced with the following:

The Funds provided under this Agreement for Fiscal Year 2013-2014 shall not exceed \$35,000.00. All Funds must be expended during the term of the Agreement. Any remaining funds shall be de-obligated by the City of Fort Lauderdale as appropriate. For purposes of this Agreement, the base HOPWA award is the amount provided in the Agreement for the 2013-2014 fiscal year. Any additional funds provided to the Participant in subsequent years do not increase the base amount of funding for future years. Additional funds awarded that exceed the 2013-2014 contract amount are provided on a year-to-year basis and are not guaranteed in future years.

Budget modifications / revisions shall be submitted annually through P.E. on or before October 15<sup>th</sup>. Once the Participant has submitted their final budget revisions, they should notify the Housing & Community Development Division of their request.

4. Unless modified herein, all other terms and conditions of the Agreement remain unchanged.
5. The Effective Date of this Amendment is October 1, 2013.
6. The recitals are true and correct and are incorporated herein.

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals the 24<sup>th</sup> day of October 2014.

**PARTICIPANT**

WITNESSES

Susan B. Anthony Center, Inc.,

*[Signature]*  
\_\_\_\_\_

By *[Signature]*  
Dean Dalbery, Executive Director

Sharyn Richards  
[Witness print name]

\_\_\_\_\_

Gillian Stedman  
[Witness print name]

ATTEST:

(CORPORATE SEAL)

*[Signature]*  
Secretary

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of October 2014 by Dean Dalbery and Lisa Davenport as CEO and Secretary of Susan B Anthony a 501C3 non-profit corporation, on behalf of the corporation. Who are  personally known to me or  have produced \_\_\_\_\_ as identification.

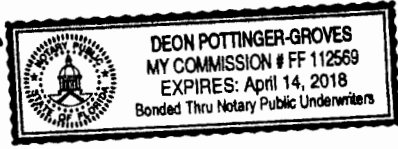
(SEAL)

*[Signature]*  
Notary Public, State of Florida (Signature of Notary taking Acknowledgment)

DEON POTTINGER-GROVES  
Name of Notary Typed, Printed or Stamped

My Commission Expires: April 14, 2018

Commission Number: FF 12569




CITY

WITNESSES:

CITY OF FORT LAUDERDALE

\_\_\_\_\_

By  \_\_\_\_\_  
Jonathan Brown, Housing & Community  
Development Manager

  
\_\_\_\_\_  
Mario DeSantis

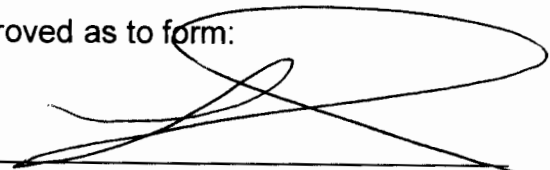
\_\_\_\_\_

  
\_\_\_\_\_  
Avis Wilkinson

By  \_\_\_\_\_  
Lee R. Feldman, City Manager

Date \_\_\_\_\_

Approved as to form:

  
\_\_\_\_\_  
Assistant City Attorney

# EXHIBIT A

## SCOPE OF SERVICES

Facility Based Rent (FBH)

(A1 - A.8)

### **4 FACILITY BASED HOUSING (FBH)**

A.1 Substance Abuse Housing is the provision of housing for up to six months in a residential treatment setting for dually diagnosed clients who need substance abuse treatment while residing in a closely supervised setting.

A.2 Participant must provide drug and alcohol abuse treatment and counseling and supportive services that include but are not limited to:

Health, mental health assessment, housing placement, intensive alcohol abuse treatment and counseling, daycare, nutritional services, intensive care when required, case management and assistance in gaining access to local, state and federal government benefits and services. Participant must provide safe and sanitary housing that is in compliance with all applicable state and local housing codes, licensing requirements, and any other requirements in the jurisdiction where the housing is located.

A.3 Participant must provide access to up to three balanced and complete meals per day. The meals can be prepared and provided at the residential facilities. Participant must document periodic inspection and approval from a certified nutritionist/dietician. Participant must provide access to coffee, juice, snacks, etc.

A.4 Participant will provide this housing at the following location:

1633 Poinciana Dr., Pembroke Pines, Florida 33025

A.5 The Funds provided under this activity shall not exceed **\$35,000**. All funds for this activity must be expended by the expiration of this contract. Participant agrees to provide SAH services for 1 or more clients per month or 12 or more clients for the term of this agreement.

A.7 Participant agrees that each person receiving assistance under this program or residing in any housing assisted under this program, must pay as rent an amount determined in accordance with Section 3(a) of the United States Housing Act of 1937 and Section 8 Housing guidelines. Under these authorities according to 24CFR§574.310(d), each resident must pay as rent the higher of:

1. Thirty percent (30%) of the family's monthly adjusted income (adjustment factors include the age of the individual, medical expenses, size of the family and child care expenses);

2. Ten percent (10%) of the family's monthly gross income; or the family is receiving payments for welfare assistance from a public agency and a part of the payment, adjusted in accordance with the family's actual housing costs, is specifically designated by the agency to meet the family's housing costs, the portion of the payment that is designated.
3. Participants must assure that funds will not be utilized to make payments for a service that will be provided for under another third-party benefits program or by an entity that provides services on a prepaid basis.

A.8 Participant agrees assistance will be provided to eligible clients for a maximum of 180 days in a twelve-month period. Participant must begin transitioning the client into an appropriate housing solution after 150 days.

**EXHIBIT A**  
**FACILITY BASED**  
 Line Item Budget  
 12 Month Summary  
**Susan B. Anthony**  
 Fiscal Year October 1, 2013 thru September 30, 2014  
 Award Amount \$ **35,000.00**

CATEGORY	Monthly Costs	Annual Costs
Programs/Service (Facility Based, PB, PHP or STRMU or TBRV)	\$ -	\$ -
<b>Personnel</b>	<b>\$ 904.42</b>	<b>\$ 10,853.06</b>
Fringe Benefits	\$ 126.62	\$ 1,519.43
<b>Travel</b>	<b>\$ -</b>	<b>\$ -</b>
Supplies	\$ 125.00	\$ 1,500.00
<b>Equipment</b>	<b>\$ -</b>	<b>\$ -</b>
All Other	\$ 1,385.02	\$ 16,620.19
<b>Total HOPWA Administrative \$ Costs Requested</b>	<b>\$ 375.61</b>	<b>\$ 4,507.32</b>
<b>Total All Categories (Program and Administration)</b>	<b>\$ 2,916.67</b>	<b>\$ 35,000.00</b>
A maximum of 7% of the total program cost may be allocated toward the Administration of the Program. The HOPWA Administrative cost cannot be added as additional funds to the total Program cost.		

Your requested HOPWA Administrative cost exceeds the allowable 7% of the total program cost. Please review your administrative cost and make appropriate corrections

Congratulations! The projected budget equals the award amount.

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