

**CITY OF FORT LAUDERDALE**  
**HOUSING OPPORTUNITIES for PERSON with AIDS (HOPWA) PROGRAM**  
**FIRST AMENDMENT TO THE FY2021-2022 PROGRAM PROVIDER AGREEMENT**  
**WITH**  
**BROWARD REGIONAL HEALTH PLANNING COUNCIL, INC.**

**THIS AMENDMENT**, with an effective date of **April 1<sup>st</sup>, 2022**, by the City of Fort Lauderdale, a municipal corporation of the State of Florida (City), and **BROWARD REGIONAL HEALTH PLANNING COUNCIL, INC.**, a non-profit corporation organized under the laws of the State of Florida whose usual place of business is 200 Oakwood Lane, Suite 100, Hollywood, Florida 33020 (Participant).

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

**WHEREAS**, the City issued Request for Information (RFI) No. 12487-108 and the HOPWA grant application process through the submittable portal, seeking qualified non-profit organizations to provide housing and certain supportive services to eligible persons under the HOPWA grant program; and

**WHEREAS**, Participant submitted a responsive proposal to the City to provide Short Term Rent, Mortgage and Utility (STRMU), Permanent Housing Placement (PHP), Tenant Based Rental Vouchers (TBRV), and Temporary Emergency Hotel Voucher (TEHV) Programs; and

**WHEREAS**, the City approved CAM 21-0498 on June 15, 2021, awarding HOPWA funding to Participant; and

**WHEREAS**, Participant is a non-profit organization with significant activities related to providing services or housing to persons with Acquired Immunodeficiency Syndrome (AIDS) or related diseases; and

**WHEREAS**, the City entered into a Program Provider Agreement dated **October 1, 2021**, with the Participant to provide funds for Fiscal Year 2021-2022 which shall not exceed Two Million Twenty Eight Thousand Seven Hundred Thirty Seven Dollars and Zero Cents (\$2,028,737.00) for the administration of the Participant's HOPWA programs (Provider Agreement); and

**WHEREAS**, the Participant desires, and the City agrees, to amend the Provider Agreement to reallocate One Hundred Thousand Dollars and Zero Cents (\$100,000.00) from the STRMU program and Forty Thousand Dollars and Zero Cents (\$40,000.00) from PHP to the TBRV program to meet unexpected program demands.

*Program Name: Housing Opportunities for Persons With HIV/AIDS Program (HOPWA)  
Catalog of Federal Domestic Assistance (CFDA) #: 14.241  
Grant Participant #: F-LH-21-F004*

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. **RECITALS:** The foregoing recitals are true and correct in all respects and are incorporated herein by reference.

II. **AMENDMENTS:** The Provider Agreement shall be amended as follows:

A. Article I titled **PURPOSE** is amended as follows:

1.3 The Participant shall spend the funds in accordance with the Participant's submitted line-item budgets and narrative for each HOPWA Program, as may be amended and subject to approval by the City, made a part hereof and attached hereto as **Exhibit "A"** - SCOPE OF SERVICES.

B. Article VI titled **FINANCIAL ASSISTANCE** is amended as follows:

6.2 The Participant is responsible to provide the City with a line-item budget, as may be amended and subject to approval by the City, detailing the expenditure of awarded Funds in **Exhibit "A."** Line-item budgets for years two (2) and three (3) shall be provided by August 1<sup>st</sup> of each year. Participant must adhere to the line-item budget, given the HOPWA Program is administered throughout the fiscal year. HOPWA Funds shall not be used to cover shortfalls in Participant's budget that were over expended due to Participant's failure to comply with the approved budget, unless extraordinary circumstances are found as determined by the HCD Manager.

The Provider Agreement's line-item budget shall be amended to reallocate One Hundred Thousand Dollars and Zero Cents (\$100,000.00) from the STRMU program and Forty Thousand Dollars and Zero Cents (\$40,000.00) from PHP to the TBRV program to meet unexpected program demands. 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.

III. **NO OTHER CHANGES:** Except as modified by this First Amendment, all terms, covenants, obligations and provisions of the Provider Agreement shall remain unaltered, shall continue in full force and effect, and are hereby ratified, approved and confirmed by the parties in every respect. If the terms and conditions set forth in this First Amendment directly conflict with any provision contained in the Provider Agreement, then this First Amendment shall control.



IN WITNESS OF THE FOREGOING, the parties have set their hands and seals  
the day and year first written above.

WITNESSES:

**CITY OF FORT LAUDERDALE, a municipal  
corporation of the State of Florida**

*Donna Varisco*

By: *[Signature]*  
CHRISTOPHER J. LAGERBLOOM, ICMA-CM  
City Manager

*Donna Varisco*  
Witness Name – Printed or Typed

Date: *3.30.22*

*Aimee Llauro*

*Aimee Llauro*  
Witness Name - Printed or Typed

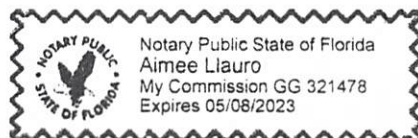
Approved as to form:  
Alain E. Boileau, City Attorney

By: *[Signature]*  
Patricia Saint-Vil-Joseph  
Assistant City Attorney

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☒ online, this *30<sup>th</sup>* day of *March*, 2022, by *Christopher J. Lagerbloom*, ICMA-CM, as City Manager of the City of Fort Lauderdale, a municipal corporation of the State of Florida., *Greg Charrria*

*Aimee Llauro*  
(Signature of Notary Public – State of Florida)



*Aimee Llauro*  
Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known ☒ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

**PARTICIPANT**

**BROWARD REGIONAL HEALTH  
PLANNING COUNCIL, INC.**, a non-profit  
corporation organized under the laws of the  
State of Florida

WITNESSES:

Yolanda Falone

Yolanda Falone

[Witness print name]

Crissy Kozla

CRISTY KOZLA

[Witness print name]

(CORPORATE SEAL)

By:

Michael De Lucca, President and CEO

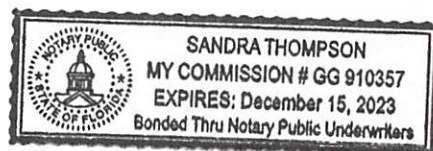
Attest:

Sandra Thompson  
Secretary

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me, me by means of ☒ physical  
presence or ☐ online, this 03rd day of March 2022, by Michael De Lucca as  
President and CEO of BROWARD REGIONAL HEALTH PLANNING COUNCIL, INC., a  
non-profit corporation organized under the laws of the State of Florida.

Sandra Thompson  
(Signature of Notary Public – State of Florida)



Sandra Thompson  
Print, Type or Stamp Commissioned Name of Notary Public)

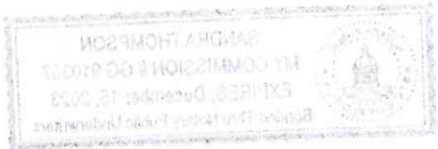
Personally Known ☒ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

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## EXHIBIT A

Reallocation of program line-item funding:

HOPWA Program	Current Budget	Re-Allocation of Program Service	Revised Budget
STRMU	\$485,500.00	(\$100,000.00)	\$385,500.00
PHP	\$269,352.00	(\$40,000.00)	\$229,352.00
TBRV	\$1,211,990.00	\$140,000.00	\$1,351,990.00
TEHV	\$61,895.00	\$0.00	\$61,895.00
Total HOPWA Allotment	\$2,028,737.00	\$0.00	\$2,028,737.00





COMMISSION AGENDA ITEM  
DOCUMENT ROUTING FORM  
Today's Date: 3/25/2022

DL  
3/30/2022

DOCUMENT TITLE: COFL and HOPWA 1<sup>ST</sup> AMENDMENT TO FY 2021-2022 PROVIDER AGREEMENT FOR BROWARD REGIONAL HEALTH PLANNING COUNCIL, INC.

COMM. MTG. DATE: 6/15/2021 CAM #: 21-0498 ITEM #: PH-1 CAM attached: ☒ YES ☐ NO

Routing Origin: CAO Router Name/Ext: Sonia Ext 5598 Action Summary attached: ☒ YES ☐ NO

NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

CIP FUNDED: ☐ YES ☒ NO

1) Dept: HCD Router Name/Ext: Evelyn x-4775 # of originals routed: 2 Date to CAO: 3/25/2022

2) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 2

Is attached Granicus document Final? ☒ YES ☐ NO Approved as to Form: ☒ YES ☐ NO

Date to CCO: 3/28/22 Patricia SaintVil-Joseph  
Attorney's Name

Initials

3) City Clerk's Office: # of originals: 2 Routed to: Donna V./Aimee L./CMO Date: 3/29/2022

4) City Manager's Office: CMO LOG #: Mar-73 Document received from: \_\_\_\_\_

Assigned to: CHRIS LAGERBLOOM ☐ TARLESHA SMITH ☐ GREG CHAVARRIA ☐  
CHRIS LAGERBLOOM as CRA Executive Director ☐

☐ APPROVED FOR C. LAGERBLOOM'S SIGNATURE ☐ N/A FOR C. LAGERBLOOM TO SIGN

PER ACM: T. Smith \_\_\_\_\_ (Initial/Date) PER ACM: G. Chavarria \_\_\_\_\_ (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: \_\_\_\_\_

Forward 2 originals to ☐ Mayor ☒ CCO Date: 3-30-22

5) Mayor/CRA Chairman: Please sign as indicated. Forward \_\_\_\_\_ originals to CCO for attestation/City seal (as applicable) Date: \_\_\_\_\_

6) City Clerk: Forward 2 originals to CAO for FINAL APPROVAL Date: 3/30/2022

7) CAO forwards \_\_\_\_\_ originals to CCO Date: \_\_\_\_\_

8) City Clerk: Scan original and forwards 2 originals to: HCD/ Eveline Ext.4775

\*\* Please provide a scan of completely signed documents to [ssierra@fortlauderdale.com](mailto:ssierra@fortlauderdale.com)

Attach \_\_\_\_\_ certified Reso # \_\_\_\_\_ ☐ YES ☒ NO

Original Route form to Sonia Sierra - CAO