

CITY OF FORT LAUDERDALE
HOUSING OPPORTUNITIES for PERSON with AIDS (HOPWA)
AMENDMENT #01. TO THE FY2018-2019 PROGRAM PROVIDER AGREEMENT

THIS Amendment (the "Amendment") to the FY2018-2019 HOPWA Program Provider Agreement (the "Agreement") is entered into on January 31, 2021, with an effective date of October 1, 2020, by and between:

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

and

Legal Aid Service of Broward County, Inc., a non-profit
corporation organized under the laws of Florida whose usual
place of business is **491 North State Road 7, Plantation,**
FL 33317, hereinafter referred to as "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 the provision of housing and services to eligible individuals; and

WHEREAS the City Commission approved CAM 17-1190 on November 21, 2017 to extend the Request for Proposal (RFP) No. 855-11550 seeking qualified non-profit organizations to provide housing and certain supportive services to eligible persons under the HOPWA grant; and

WHEREAS, Participant submitted a responsive proposal to the City to provide **Non-Housing Support Services-Housing Case Management**; and

WHEREAS, the City and Participant entered into a HOPWA Program Provider Agreement FY 2018-2019, with an effective date of October 1, 2018; and

WHEREAS, pursuant to CAM 18-0394 on June 5, 2018 and CAM 20-0445 on June 16, 2020, the City Commission approved an amendment to the 2015-2019 Consolidated Plan and Fiscal year 2018-2019 and 2019-2020 Annual Action Plans to make available unspent funds to increase the budgets of the HOPWA agencies to aid in the preparation, response and prevention of COVID-19 pandemic; and

WHEREAS, the Participant will receive a one-time award of \$156,000.00 as recommended by the Community Service Board to hire a new attorney for a 2-year term; and

WHEREAS, the City and Participant agree to amend the Agreement as set forth herein, and now wish to reduce the terms of their agreement to writing.

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

- I. **RECITALS:** The foregoing recitals are true and correct in all respects and are incorporated herein by reference.
- II. **DEFINITIONS:** For purposes of this Amendment, capitalized terms used but not defined herein have the meanings assigned to them in the Agreement.
- III. **AMENDMENTS:** The Agreement is hereby amended as follows:

ARTICLE V - TERM AND TIME OF PERFORMANCE

Pursuant to Article V of the Agreement, the City and Participant agree that the term of the Agreement shall be extended and that the awarded amount in this Amendment, as further described in Exhibits A and B, must be expended on or before September 30th, 2022.

If the Participant fails to meet any of the agreed upon expenditure terms, the City shall not be obligated to provide additional time extensions and the remaining funds will be reprogrammed for other eligible HOPWA Program use.

- IV. **EFFECT OF AGREEMENT:** Except as modified by this Amendment, all terms, covenants, obligations and provisions of the 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 Amendment directly conflict with any provision contained in the Agreement, then this Amendment shall control.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

WITNESSES:

Aimee Llauro
Aimee Llauro
Witness Name – Printed or Typed

Daphnee Sainvil
Daphnee Sainvil
Witness Name - Printed or Typed

**THE CITY OF FORT LAUDERDALE,
A MUNICIPAL CORPORATION OF
THE STATE OF FLORIDA**

By: Christopher J. Lagerbloom
Christopher J. Lagerbloom, ICMA-CM
City Manager

Date: February 22, 2021

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

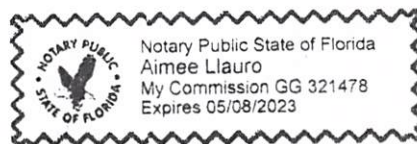
By: Tania Marie Amar
Tania Marie Amar, Assistant City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or
☐ online, this 22 day of February, 2021, by Christopher J. Lagerbloom, ICMA-CM, as
City Manager, of the City of Fort Lauderdale.

Aimee Llauro
Notary Public, State of Florida

Aimee Llauro
Name of Notary Typed, Printed or Stamped



Personally Known ✓ OR Produced Identification _____

Type of Identification Produced _____

WITNESSES:

Ericka Peoples
[Witness print name]

Avis D. Walcott
[Witness print name]

(CORPORATE SEAL)

PARTICIPANT:

LEGAL AID SERVICES OF BROWARD
COUNTY, INC., A FLORIDA NOT FOR
PROFIT CORPORATION

By: Anthony J. Karrat
Anthony J. Karrat, Esq., Executive Director

Attest: Rebecca A. Rodriguez
Secretary

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me, me by means of ☒ physical presence or
☐ online, this 1st day of February 2021 by Anthony J. Karrat, Esq. as Executive Director
for Legal Aid of Broward County, Inc., a Florida not for profit corporation.

Janina Evans
Notary Public, State of Florida
Janina Evans
Name of Notary Typed, Printed or Stamped



Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced _____

ALBERT A. HARRIS

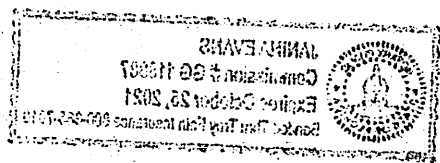


EXHIBIT A

Housing Case Management (HCM)

Line Item Budget Summary Sheet

Legal Aid Service of Broward County #3

Fiscal Year October 1, 2020 thru September 30, 2022 - 2018 Reserve Fund

Award Amount: \$156,000.00

CATEGORY	Monthly	Annual	Cost Allocation		
	Costs	Costs	Admin %	Direct Cost %	Support Svcs %
Programs/Service (Facility Based, PB, PHP or STRMU or TBRV)	NA	NA			
Personnel ¹	\$ 10,500.00	\$ 126,000.00			
Fringe Benefits ¹	\$ 2,500.00	\$ 30,000.00			
Travel	\$ -	\$ -			
Supplies	\$ -	\$ -			
Equipment	\$ -	\$ -			
Other Cost Allocation	\$ -	\$ -			
Other Direct Allocation	\$ -	\$ -	See Other Tab 7b		
Total HOPWA Administrative \$ Costs Requested	\$ -	\$ -			
Total All Categories (Program and Administration)	\$ 13,000.00	\$ 156,000.00			
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.					

¹ HOPWA Salary and Fringe cost are billed 100% of HOPWA Time and Effort Reports.

Congratulations! Your requested HOPWA Administrative costs do not exceed the allowable 7% of the total program cost.

Congratulations! The projected budget equals the award amount.

Exhibit B

Performance Indicator

HOPWA 2018-2019 RESERVE ALLOCATION PROPOSED COST

Legal Aid Service of Broward County, Inc.

Requirement	Amount	Services	Reason
One Full-time HOPWA Attorney	\$75,000.00 per year for a two year period	85 new clients to be served with notices of termination of lease, and evictions. Due to COVID-19 some tenants have stopped paying rent since March 2020. This may create a problem that not even STRMU can resolve, but the clients need legal guidance as to find the best possible option under their specific circumstances.	In spite of all the challenges we have experienced, Legal Aid has been providing services to all the people who have been referred by our HOPWA allies during this pandemic. We have surpassed the expectations of our present agreement with the City, but on doing so, it has created a burden on our present personnel. As the State moratorium ends in Florida by the end of this month, we anticipate that the number of requests for our HOPWA Non-Housing services will grow due to COVID-19, starting on July 1, 2020. We need more personnel to keep up with the additional demand for more services from the PLWHA community; otherwise, we can be at risk of not having the resources to continue providing services for our clients.
Additional money to compensate Paralegal for additional work due to COVID-19	\$3,000.00 per year.	Provide services assisting attorneys with additional services to be provided to PLWHA Clients.	This money will be used to cover an increase on our HOPWA Paralegal's salary and benefits. This is due to the increase on the number of applicants for STRMU and PHP services that Legal Aid will have to handle due to COVID-19.



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM
Today's Date: 2/9/21

200
2/24/2021

DOCUMENT TITLE: COFL and HOPWA 1ST AMENDMENT TO FY 2018-2019 PROVIDER AGREEMENT FOR LEGAL AID SERVICE OF BROWARD COUNTY INC.

COMM. MTG. DATE: 6/5/2018 CAM #: 18-0394 ITEM #: PH-1 CAM attached: ☒ YES ☐ NO

Routing Origin: CAO Router Name/Ext: Sonia Ext 5598 Action Summary attached: ☒ YES ☐ 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: Simone Ext. 4516 # of originals routed: 2 Date to CAO: 2/8/2021

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: 2/22

Tania Marie Amar
Attorney's Name

[Signature]
Initials

3) City Clerk's Office: # of originals: 2 Routed to: Donna V./Aimee L./CMO Date: 2/22/2021

4) City Manager's Office: CMO LOG #: Feb-47 Document received from: 2-22-21

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: 2-22-21

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

6) City Clerk: Forward _____ originals to CAO for FINAL APPROVAL Date: _____

7) CAO forwards _____ originals to CCO Date: _____

8) City Clerk: Scan original and forwards 2 originals to: HCD/ Simone Ext.4516

** Please provide a scan of completely signed documents to ssierra@fortlauderdale.com

Attach _____ certified Reso # _____ ☐ YES ☒ NO

Original Route form to Sonia Sierra - CAO