

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

BROWARD HOUSE, Inc., a non-profit corporation
organized under the laws of Florida whose usual place of
business is **1726 SE 3rd Avenue, Fort Lauderdale, FL**
33316, hereinafter referred to as "Agency" or "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 **Facility Based Rental (FAC) Assistance**; 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 the COVID-19 pandemic; and

WHEREAS, the Participant will receive a one-time award of \$508,000.00, as recommended by the Community Service Board, for 9 additional beds 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:

Program Name: Housing Opportunities for Persons With HIV/AIDS Program (HOPWA)
Catalog of Federal Domestic Assistance (CFDA) #: 14.241
Grant Participant #: F-LH-18-F004

- 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:

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

Aimee Llauro
Aimee Llauro
Witness Name – Printed or Typed

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

Daphnee Sainvil
Daphnee Sainvil
Witness Name - Printed or Typed

Date: February 22, 2021

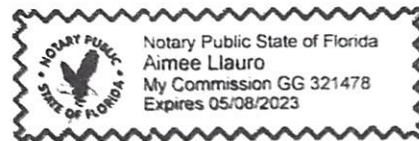
Approved as to form:
Alain E. Boileau, City Attorney

By: [Signature]
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 _____

Handwritten text at the top of the page, possibly a header or address.

Handwritten text in the upper middle section of the document.

Handwritten text on the left side, possibly a date or reference number.

Handwritten text on the right side, possibly a signature or name.

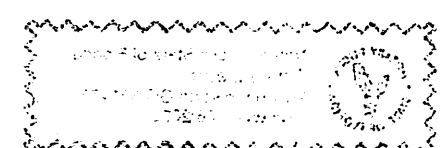
Handwritten text on the left side, possibly a date or reference number.

Handwritten text on the right side, possibly a signature or name.

Handwritten text in the lower middle section of the document.

Handwritten text on the left side, possibly a date or reference number.

Handwritten text on the right side, possibly a signature or name.



Handwritten text on the right side, possibly a signature or name.

Handwritten text at the bottom of the page, possibly a footer or concluding remarks.

PARTICIPANT

**BROWARD HOUSE INC., A FLORIDA
NOT FOR PROFIT CORPORATION**

WITNESSES:

Leonard Jones
[Witness print name]

maggie arevas
[Witness print name]

(CORPORATE SEAL)

By: Stacy Hyde
Stacy Hyde, President/CEO

Attest:

Jenni E. Poore
Secretary

STATE OF FLORIDA:
COUNTY OF BROWARD:

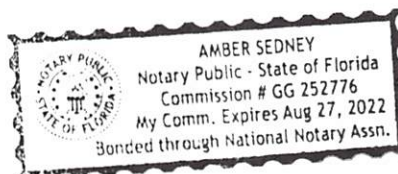
The foregoing instrument was acknowledged before me, me by means of ☐ physical presence or
☐ online, this 28 day of Jan 2021 by Stacy Hyde as President/CEO for Broward
House, Inc., a Florida not for profit corporation,

Amber Sedney
Notary Public, State of Florida

Amber Sedney
Name of Notary Typed, Printed or Stamped

Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced _____



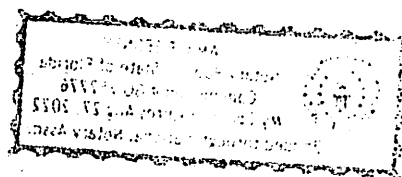
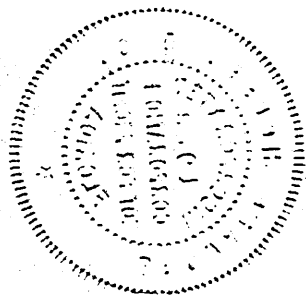


EXHIBIT A

FAC

Line Item Budget Summary

Broward House, Inc.

Fiscal Year October 1, 2020 thru September 30, 2022; Reserve funds Amendment

Award Amount : \$508,000.00

CATEGORY	Monthly Costs	Annual Costs	Cost Allocation %			
			Admin %	Operations Direct Cost	Operations Service Delivery	Support Svcs Direct Cost
Programs/Service (Facility Based, PB, PHP or STRMU or TBRV)	\$0.00	\$0.00				
Personnel ¹	\$16,787.96	\$ 402,911.04				
Fringe Benefits ¹	\$4,029.11	\$ 96,698.65				
Travel	\$0.00	\$ -				
Supplies Cost Allocation	\$0.00	\$ -				
Supplies Non-Allocation	\$0.00	\$0.00				
Equipment	\$0.00	\$ -				
Other Cost Allocation	\$0.00	\$0.00				
Other Non Allocation	\$349.60	\$8,390.31				
Total HOPWA Administrative \$ Costs Requested	\$0.00	\$ -				
Total All Categories (Program and Administration)	\$ 21,166.67	\$ 508,000.00	0.00%	0.00%	0.00%	0.00%
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



1726 SE 3rd Ave, Fort Lauderdale, FL 33316 • 954-568-7373 • browardhouse.org

June 18, 2020

City of Fort Lauderdale -Housing and Community Development

Re: 2018 Reserve Allocation Request

Dear Rachel,

Broward House has the capacity to not only continue to serve the number of individuals in our Assisted Living Facility for which we were funded this year, but to increase the numbers served. Our Facility Based programing has the ability to serve individuals who require assistance in stability and preparing for a more independent level of housing. This includes individuals with a history of homelessness or unstable housing, those impacted by substance abuse or mental health conditions and those released from incarceration.

Our program includes nutritious meals, case management, peer support, transportation, medication administration, health education for a \$76 a day rate. We also provide on-site behavioral health services with intensive substance abuse treatment. These wrap around services allow individuals to build the life skills to transition to a higher level of stability and independence.

Stable housing is a need often not met due to a lack of affordable housing options in Broward County. Increasing the beds available meets an immediate need. The Facility Based program, housed in the Assisted Living facility, along with a multidisciplinary care team, allows us to meet the needs of clients with multiple medical and social co-morbidities.

Our current HOPWA contract supports 44 people day. We were approved for additional onetime funding this 19.20 fiscal year to increase this to 53 people a day. We are requesting to maintain this capacity for the next two years. Without maintaining our current funding level, we will decrease our current capacity by 3,285 bed days annually.

Below is an outline of our current capacity and requested funding capacity. We are requesting \$508,000 distributed as \$254,000 annually for two years.

	Funding Amount	(Individuals Served Daily)	Annual Bed Days
Facility based Contract	\$1,223,721	44	16,060
Contract with additional dollars increase of \$254,000 annually for 2 years	\$1,447,721	53	19,345

We appreciate your consideration in maintaining our capacity to house Broward County residents living with HIV.

Respectfully,

Stacy Hyde, President CEO

Providing Hope and Healing to Our Communities • Combating Stigma • Increasing Knowledge and Prevention



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM
Today's Date: 2/12/21

22G
2/24/2021

DOCUMENT TITLE: COFL and HOPWA 1ST AMENDMENT TO FY 2018-2019 PROVIDER AGREEMENT FOR BROWARD HOUSE 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

TMA
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. 9 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: 2-22-2021

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