

**SECOND AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND
BROWARD PARTNERSHIP FOR THE HOMELESS, INC., D/B/A BROWARD PARTNERSHIP,
FOR PERMANENT SUPPORTIVE HOUSING AND
RAPID REHOUSING FOR INDIVIDUALS AND FAMILIES
Agreement #22-CP-HIP-8666-02**

This is a second amendment (“Second Amendment”) to an agreement between Broward County, a political subdivision of the State of Florida (“County”), and Broward Partnership for the Homeless, Inc., d/b/a Broward Partnership, an active Florida nonprofit corporation (“Provider”), for Permanent Supportive Housing and Rapid Rehousing for Individuals and Families (the “Agreement”). County and Provider are each a “Party” and collectively referred to as the “Parties.”

RECITALS

- A. The Parties entered into the original Agreement on September 29, 2022.
- B. The Parties subsequently amended the Agreement through a First Amendment on October 23, 2023, to delete the “Permanent Supportive Housing – Pompano Beach Encampment” program and provide the maximum funding amount for Option Period 1.
- C. The Parties are currently in Option Period 1 and now desire to amend the Agreement to delete the “Rapid Rehousing – Individuals and Families” program; decrease the Agreement’s maximum funding amount by \$220,000, from \$540,000 to \$320,000, for Option Period 1; and update the Agreement Specifications and Outcomes exhibits.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. The Agreement is hereby amended to delete Exhibit D-1, Scope of Services, Program #2, Rapid Rehousing – Individuals and Families, in its entirety.
- 2. Exhibit A, Agreement Specifications, Section III., Maximum Funding Amounts, of the Agreement is amended as follows:

III. Maximum Funding Amounts:

A. ...

B. Option Period 1: ~~\$540,000~~
Program #1: \$320,000
~~Program #2: \$220,000~~

C. Option Period 2: ~~\$1,240,000~~ \$320,000

D. Extension: Equal to a pro rata amount of the then-existing annual funding amount

3. Exhibit D-2, Outcomes, Revision #1, of the Agreement is revised and replaced in its entirety with the attached Exhibit D-2, Outcomes, Revision #2.
4. The title of the Agreement is amended as follows: "Agreement between Broward County and Broward Partnership for the Homeless, Inc., d/b/a Broward Partnership, for Permanent Supportive Housing and ~~Rapid Rehousing for Individuals and Families.~~"
5. In the event of any conflict or ambiguity between this Second Amendment and the Agreement (as previously amended), the Parties agree that this Second Amendment will control.
6. This Second Amendment is effective October 1, 2023. Except as expressly amended, all terms and conditions of the Agreement remain in full force and effect.
7. The Parties have jointly prepared this Second Amendment.

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Coding: Words in ~~struck through~~ type are deletions from existing text.
Words in underscored type are additions.

IN WITNESS WHEREOF, the Parties have made and executed this Second Amendment to the Agreement: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the 12th day of December 2023, and Broward Partnership for the Homeless, Inc., d/b/a Broward Partnership, signing by and through its Chief Executive Officer, duly authorized to execute same.

COUNTY

ATTEST:

Broward County, by and through its
Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 20____

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

ANGELA M.
By: RODRIGUEZ _____
Angela M. Rodríguez (Date)
Assistant County Attorney

Digitally signed by ANGELA M.
RODRIGUEZ
Date: 2023.11.13 13:16:34 -05'00'

Karen S.
By: Gordon _____
Karen S. Gordon (Date)
Senior Assistant County Attorney

Digitally signed by Karen S.
Gordon
Date: 2023.11.13 15:45:50
-05'00'

AMR/bh
BPHI-PSH-22-CP-HIP-8666-02-Am02
11/08/2023
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PROVIDER

Broward Partnership for the Homeless, Inc.,
d/b/a Broward Partnership

By: Frances M. Esposito, Chief Executive Officer
Frances M. Esposito, Chief Executive Officer

11/10/2023 | 12:51:33 PM PST
____ day of _____, 20____

EXHIBIT D-2 –OUTCOMES
Revision #2

Program Name	Outcomes	Indicators	Data Source (Where the data used to complete the quarterly report is found, verified, and kept)	Data Collection Method (Who collects data, when, how; special calculation instructions, if needed)
Program 1 Permanent Supportive Housing	Clients maintain or increase income.	50% of Clients maintain or increase their total income (from all sources) by the end of the term of the Agreement or at program exit.	Primary Data Source: HMIS Annual Performance Report (APR) or the Broward Service Summary Report Secondary Data Sources: Verifiable third-party documentation (e.g., check stubs, W-2 statements, and/or benefit award letters), Client files, case management logs, or discharge plans	Provider completes an initial income assessment during Client's program entry and updates Client's income status in HMIS in the annual assessment 30 days before the anniversary of Client's entry date in the program. Provider compiles data and reports quarterly. Calculation: Number of Clients who maintain or increase income (from all sources) by the end of the term of the Agreement or program exit / Total number of Clients served, with or without income, for the term of the Agreement (Sample: 85/135=63%)
Program 1 Permanent Supportive Housing	Clients remain permanently housed.	80% of Clients who exited the program to a positive outcome, as determined by the U.S. Department of Housing and Urban Development (HUD), remain permanently housed for a minimum of 6 months after program exit.	Primary Data Source: HMIS 700 Series Report Secondary Data Sources: Client files, case management logs, discharge plans, leases, landlord verification, and/or rental subsidy agreement	Provider updates Client's housing status in HMIS upon exit to permanent housing and confirms 6 months after exit. Provider reviews Client's status in HMIS to ensure Client has not returned to homelessness. Provider compiles the data and reports quarterly. Calculation: Number of Clients who exit the program to a positive outcome and remain permanently housed for a minimum of 6 months after program exit / Total number of Clients who exit to a positive outcome during the term of the Agreement (Sample: 60/100=60% retention)
Program 1 Permanent Supportive Housing	Clients achieve permanent housing status.	80% of Clients obtain permanent housing by the end of the term of the Agreement or at program exit.	Primary Data Source: HMIS Service Point Broward Multi-Service Report Secondary Data Sources: Client files, case management logs, discharge plans, leases, landlord verification, and/or rental subsidy agreement	Provider updates Client's housing status in HMIS. Provider compiles the data and reports quarterly. Calculation: Number of Clients who obtain housing by the end of the term of the Agreement or at program exit / Total number of Clients served during the term of the Agreement (Sample: 60/100=60% retention)