

RESOLUTION NO. 14-90

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF FORT LAUDERDALE, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA FOR FORT LAUDERDALE CHRONIC HOMELESSNESS HOUSING COLLABORATIVE (CHHC).

WHEREAS, on December 17, 2013, *via* Commission Agenda Memo No. 13-1592, the City Commission adopted Resolution No. 13-231, authorizing the proper City officials to execute an agreement between the City of Fort Lauderdale and Broward County for the Fort Lauderdale Chronic Homelessness Housing Collaborative Project (CHHC) ("Agreement"); and


WHEREAS, it is necessary to amend Section 9.1 of the Agreement to reflect a single audit report,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

SECTION 1. The City Commission approves and authorizes execution of the First Amendment to Agreement between Broward County and City of Fort Lauderdale, a municipal corporation of the State of Florida for Fort Lauderdale Chronic Homelessness Housing Collaborative (CHHC) in substantially the form attached to City Commission Agenda Memo No. 14-0704.

SECTION 2. That this Resolution shall be in effect immediately upon its adoption.

ADOPTED this the 3rd day of June, 2014.



Mayor
JOHN P. "JACK" SEILER

ATTEST:



City Clerk
JONDA K. JOSEPH

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CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING

#14-0704

TO: Honorable Mayor & Members of the
Fort Lauderdale City Commission

FROM: Lee R. Feldman, ICMA-CM, City Manager

DATE: June 3, 2014

TITLE: First Amendment to Agreement Between Broward County and City of Fort
Lauderdale for Fort Lauderdale Chronic Homelessness Housing
Collaborative (CHHC).

Recommendation

It is recommended that the City Commission adopt a Resolution authorizing execution of the First Amendment to the agreement between Broward County and City of Fort Lauderdale for Fort Lauderdale Chronic Homelessness Housing Collaborative (CHHC) .

Background

At the December 17, 2013 Commission meeting, City Commission adopted a resolution to enter into a grant agreement with Broward County for Fort Lauderdale Chronic Homelessness Housing Collaborative (CHHC). The project is a collaborative partnership to develop a program that provides the chronically homeless with permanent supportive housing. The agreement sets forth the scope of services and terms for the implementation of the project.

In order to be in compliance with City policy, it is necessary for Section 9.1 of the Agreement to be amended to reflect a single audit report as opposed to a special report (Exhibit 2).

Resource Impact

There is no resource impact associated with this action.

Strategic Connections:

This item is a *Commission Annual Action Plan* priority, included within the Policy Agenda, advancing the Comprehensive Homeless Strategy.

This item is a *Press Play Fort Lauderdale Strategic Plan 2018* initiative, included within the Public Places Cylinder of Excellence, specifically advancing:

- Goal 3: Be a community that finds opportunities and leverages partnerships to create unique, inviting and connected gathering places that highlight our beaches, waterways, urban areas, and parks.
- Objective 5: Work with partners to reduce homelessness by promoting independence and self-worth through advocacy, housing, and comprehensive services.

- Initiative 2: Implement a comprehensive short and long-term strategy with community partners to address Homelessness

This item also furthers the *Fast Forward Fort Lauderdale 2035 Vision Plan: We are Community*.

Attachments:

- Exhibit 1 – Executed Grant Agreement with Broward County
 - Exhibit 2 – First Amendment to Agreement with Broward County
 - Exhibit 3 - Resolution
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Prepared by: Carolyn Bean, Administrative Assistant

Department Director: Phil Thornburg, Parks and Recreation Director



FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF FORT LAUDERDALE, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA FOR FORT LAUDERDALE CHRONIC HOMELESSNESS HOUSING COLLABORATIVE (CHHC)

Agreement #14-CP-HIP-8261-HUD-1

This First Amendment ("First Amendment") to Fort Lauderdale Chronic Homelessness Housing Collaborative (CHHC) Permanent Housing Project Agreement No. 14-CP-HIP-8261-HUD-1 between Broward County and City of Fort Lauderdale (the "Agreement") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and City of Fort Lauderdale, a municipal corporation of the State of Florida ("City") (collectively, the "Parties").

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

1. Section 9.1 of the Agreement is hereby amended as follows (strikethrough text indicating deletions; underlining indicating additions):

9.1 FINANCIAL STATEMENTS. City shall provide one (1) copy of City's audited financial statements and any management letter(s) thereby generated as it relates to funding provided under this Agreement and City's response to any management letter(s). The audit of the financial statements shall be prepared by an independent certified public accountant in accordance with generally accepted accounting principles for the fiscal year County funds are received and for each subsequent fiscal year until such time as all of the County funds are expended.

Within thirty (30) days of receipt by City, City shall provide to County on an annual basis the Single Audit Report prepared by an independent certified public accountant showing that there are sufficient and acceptable internal controls over the administration of the City's grants. The Single Audit Report will encompass the controls over grants in general without reference to any specific grant award.

~~City shall provide to County's Repository one (1) copy of a special report showing all revenues, by source, and all expenditures as set forth in the Scope of Services for the program being funded by this Agreement. The report shall specifically disclose any funds received from County that were not expended in accordance with this Agreement or with any regulations incorporated by reference therein. It shall identify the total of noncompliant expenditures as due back to County.~~

~~If the special report is prepared by an independent certified public accountant, it shall be in accordance with generally accepted auditing standards. If the special report is prepared by an internal auditor, it shall be as nearly in accordance with generally accepted auditing standards as the status of the internal auditor permits, realizing that the internal auditor may not issue the opinions required therein. The special report is to be filed with City's governing body.~~

City shall submit one (1) copy of the financial statements described in the first paragraph of this section and one (1) copy of the accompanying management letter, if any, and one (1) copy of the special report single audit report described in second paragraph of this section to County's

Repository within two hundred seventy (270) days after the close of City's fiscal years in which City receives funds under this Agreement.

The due date for the ~~special report~~ single audit report described in the second paragraph of this section may be extended upon the occurrence of County granting City an extension of the time in writing to provide the information.

2. Except as provided for in this First Amendment to Agreement, all remaining terms and conditions of the Parties' Agreement, as amended, which are not otherwise inconsistent herewith shall remain in full force and effect.
3. This First Amendment to Agreement shall be effective January 1, 2014.
4. The Parties agree that preparation of this First Amendment to their Agreement is a joint effort of both Parties.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have made and executed this First Amendment to Agreement on the respective dates under each signature: Broward County through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same by Resolution on the 5th day of November 2013, and City of Fort Lauderdale, signing by and through its Mayor, duly authorized to execute same.

Broward County

WITNESS:

BROWARD COUNTY, by and through
its County Administrator

(Signature)

By _____

Bertha Henry
County Administrator

(Print Name of Witness)

____ day of _____, 2014

(Signature)

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

(Print Name of Witness)

Insurance requirements
approved by Broward County
Risk Management Division

By _____
René D. Harrod (Date)
Assistant County Attorney

By _____
Signature (Date)

Print Name and Title above

RDH
2014-05-09 Ft. Lauderdale First Amendment
#13-070
5/9/2014

City of Fort Lauderdale First Amendment

First Amendment Between Broward County and City of Fort Lauderdale, A Municipal Corporation Of
The State Of Florida for Fort Lauderdale Chronic Homelessness Housing Collaborative (CHHC)

City

WITNESSES:

City of Fort Lauderdale

Signature

By: _____
Authorized Signor

Print Name of Witness above

John P. "Jack" Seiler, Mayor
Print Name and Title

Signature

____ day of _____, 2014

Print Name of Witness above

ATTEST:

Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL OR NOTARY)