

DOCUMENT ROUTING FORM

P5 ✓ *8/6/14* *(L)* ✓

NAME OF DOCUMENT: **FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF FORT LAUDERDALE FOR FORT LAUDERDALE CHRONIC HOMELESSNESS HOUSING COLLABORATIVE (CHHC)**

Approved Comm. Mtg. on **JUNE 3, 2014** CAM# **14-0704** ITEM: **CR-2**

Routing Origin: CAO Also attached: copy of CAR copy of document

On 6/4/14, L. Blanco forwarded to: **CARRIE KEOHANE, PARKS & RECREATION**

1.) Approved as to Content: *[Signature]*
Dep. Department Director *Cate McCaffrey*

Capital Improvements 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, fixtures) that add value and/or extend useful life, inc. major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, real.

Please Check the proper box: CIP FUNDED YES NO
Capital Improvement Projects

2.) Approved as to Funds Available: by *[Signature]* Date: _____
Finance Director

Amount Required by Contract/Agreement \$ _____ Funding Source: _____

Dept./Div. _____ Index/Sub-object _____ Project # _____

3.) City Attorney's Office: Approved as to Form:# 5 Originals .to City Mgr. By: CAO

Paul G. Bangel ✓

4.) Approved as to content: Assistant City Manager:

By: _____ By: _____
Stanley Hawthorne, Assistant City Manager Susanne Torriente, Assistant City Manager

5.) City Manager: Please sign as indicated and forward 5 originals to Mayor.

6.) Mayor: Please sign as indicated and forward 5 originals to Clerk.

7.) To City Clerk for attestation and City seal.

INSTRUCTIONS TO CLERK'S OFFICE

8.) City Clerk: forwards 5 originals document to **CAROLYN BEAN, PARKS & REC**

Original Route form to Linda Blanco, CAO

2014 JUN 18 AM 10:33

2014 JUN -5 AM 8:26

CITY MANAGER

CITY CLERK

8/4



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

6/3/14
C2-2
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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:

Susan Seferian
(Signature)

SUSAN SEFERIAN

(Print Name of Witness)

BROWARD COUNTY, by and through
its County Administrator

By Bertha Henry
Bertha Henry
County Administrator

20th day of August, 2014

Maryanne Darby
(Signature)

MARYANNE DARBY

(Print Name of Witness)

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

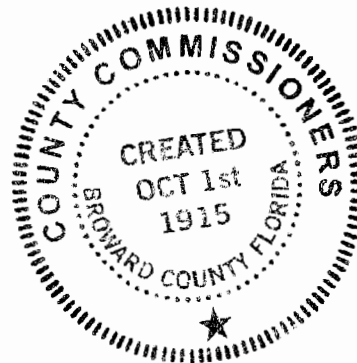
Insurance requirements
approved by Broward County
Risk Management Division

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

By Jacqueline A. Binns 8/12/14
Risk Management Division
Signature (Date)

Jacqueline A. Binns
Print Name and Title above
Contracts Manager

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



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

City of Fort Lauderdale

WITNESSES:

Jennette A. Johnson
Signature

Jennette A. Johnson
Print Name of Witness above

Donna M. Samuda
Signature

DONNA M. SAMUDA
Print Name of Witness above

By: [Signature]
Authorized Signor

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

24th day of June, 2014

ATTEST:

[Signature]
Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL OR NOTARY)

By: [Signature]
Lee R. Feldman, City Manager

APPROVED AS TO FORM:

[Signature]
Paul G. Bangel
Senior Assistant City Attorney



Homeless Initiative Partnership (HIP)
COMMUNITY PARTNERSHIPS

115 S. Andrews Avenue, Room A370 • Fort Lauderdale, Florida 33301 • 954-357-6101 • FAX 954-357-5521

August 25, 2014

Carolyn Bean, Administrative Assistant
City of Fort Lauderdale
Parks and Recreation Department
1350 West Broward Boulevard
Fort Lauderdale, FL 33312

RE: 2014 First Amendment - No.14-CP-HIP-8261-HUD-1; Chronic Homeless Housing
Collaborative (CHHC) Program

Dear Ms. Bean:

As requested, enclosed please find three (3) fully executed originals of the subject document. Should you have any questions or require additional information, please do not hesitate to contact me at 954-357-8529 or via e-mail to dbarrett@broward.org.

Please confirm receipt via e-mail when the documents are in hand.

Thank you in advance for your cooperation.

Sincerely,

DEBarrett

Dalton E. Barrett, Contract Manager
Homeless Initiative Partnership Administration

Enclosures