

**FIRST AMENDMENT TO CITY OF FORT LAUDERDALE
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PUBLIC SERVICE PROGRAM
PARTICIPATION AGREEMENT (FY 2021-2022)**

THIS FIRST AMENDMENT, with an effective date of **October 1, 2022**, is entered by and between the City of Fort Lauderdale, a municipal corporation of the State of Florida (hereinafter "City"), and South Florida Institute on Aging, Inc., a Florida non-profit organization with its principal address at 2038 NORTH DIXIE HIGHWAY, SUITE 201, FORT LAUDERDALE, FL 33305 (hereinafter "Participant").

WHEREAS, the City receives Community Development Block Grant ("CDBG") funding from the U.S. Department of Housing and Urban Development ("HUD") to undertake particular activities, including the provision of public services to eligible persons under Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended ("HCD Act"); and

WHEREAS, on October 1, 2021, City and Participant entered into a Public Service Program Participation Agreement in accordance with the Annual Action Plan approved by the City Commission on **June 15, 2021, CAM #21-0498**, for a total funding amount of Forty-Five Thousand Dollars and Zero Cents (**\$45,000.00**) to administer the City's **Senior Companion Program** ("Participation Agreement"); and

WHEREAS, Section II of the Participation Agreement provides in part that Participant will forfeit all funds not expended during the contract's term if such failure is based on circumstances beyond Participant's control and the extension is approved by the City; and

WHEREAS, the Participant is requesting a one-time extension to the Participant Agreement for an additional six (6) months, commencing October 1, 2022, and ending on March 31, 2023, because Participant has not expended the funds allocated under this Participation Agreement due to circumstances beyond Participant's control; and

WHEREAS, the City finds Participant's failure to expend the funds City allocated under the Participation Agreement was beyond Participant's control and wish to grant the Participant a one-time extension of the original term of the Participation Agreement for a period not to exceed six (6) months, which shall commence on October 1, 2022, and end on March 31, 2023, so Participant to expend the balance of the allocated funds, subject to all other terms and conditions of the Participation Agreement; and

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained and other good and valuable considerations, the receipt whereof is hereby acknowledged, the parties agree as follows:

- I. **RECITALS:** The foregoing recitals are true and correct and incorporated herein by this reference.
- II. **AMENDMENTS:** Section II of the Participation Agreement titled "Term and Time of

Performance” is amended as follows:

The contract term shall be extended for a period not to exceed six (6) months, which shall commence on October 1, 2022, and shall end on March 31, 2023, so Participant may expend the balance of the allocated funds, subject to all other terms and conditions of the Participation Agreement. This is a one-time extension and City shall not be obligated to provide additional term extensions to the Participant. and Any unexpended funds after March 31, 2023, shall be forfeited by Participant and may be reprogrammed by the City for other eligible CDBG use or programs.

- III. **HEADINGS:** Headings herein are for the convenience of reference only and shall not be considered on any interpretation of this First Amendment or the Participation Agreement.
- IV. **NO OTHER CHANGES:** Except as modified by this First Amendment to the Participation Agreement, all terms, covenants, obligations and provisions of the Participation Agreement, shall remain unchanged and 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 First Amendment directly conflict with any provision contained in the Participation Agreement, then this First Amendment to the Participation Agreement shall control.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

WITNESSES:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida

Donna Varisco

Donna Varisco

Witness Name – Printed or Typed

Alain Boileau

Aimee L. Davis

Witness Name - Printed or Typed

By: _____

GREG CHAVARRIA, City Manager

Date: _____

11/08/2022

Approved as to form:

Alain E. Boileau, City Attorney

By: _____

Patricia Saint-Vil-Joseph
Assistant City Attorney

STATE OF FLORIDA:

COUNTY OF BROWARD:

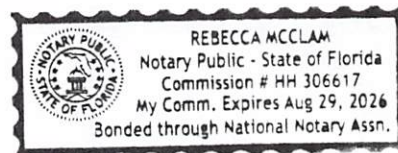
The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online, this 8th day of NOVEMBER, 2022, by Greg Chavarria, as City Manager of the **City of Fort Lauderdale**, a municipal corporation of the State of Florida.,

R McClam

(Signature of Notary Public – State of Florida)

Rebecca McClam

Print, Type or Stamp Commissioned Name of Notary Public)



Personally Known ☒ OR Produced Identification _____

Type of Identification Produced _____

THE UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

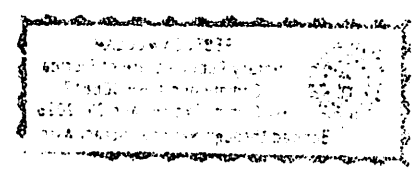
WYOMING
COUNTY OF TETTER
TETTER

[Handwritten signature]
Special Agent in Charge
Bureau of Land Management
Washington, D.C.
[Handwritten signature]
Assistant Secretary
Bureau of Land Management
Washington, D.C.

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PARTICIPANT

SOUTH FLORIDA INSTITUTE OF AGING, INC., a
Florida non-profit corporation

WITNESSES:

Gregory Iyer

Gregory Iyer
[Witness print name]

[Witness print name]

(CORPORATE SEAL)

By: *Cresha Reid*
Cresha Reid, President & CEO

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me, me by means of ☒ physical presence or
☐ online, this 31 day of October 2022, by Cresha Reid, as President & CEO of **SOUTH
FLORIDA INSTITUTE ON AGING, INC.**, a Florida non-profit corporation.

Gregory Iyer
(Signature of Notary Public – State of Florida)

Gregory Iyer
Print, Type or Stamp Commissioned Name of Notary Public)



GREGORY IYAR
Commission # HH 286982
Expires August 5, 2026

Personally Known _____ OR Produced Identification X
Type of Identification Produced FL DL



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

21

Today's Date: 11/7/2022

DOCUMENT TITLE: 1ST AMENDMENT TO COFL CDBG PUBLIC SERVICE PROGRAM PARTICIPATION AGREEMENT (FY 2021-2022)

COMM. MTG. DATE: 6/15/2021 CAM #: 21-0498 ITEM #: PH-1 CAM attached: ☒ YES ☐ NO

Routing Origin: CAO Router Name/Ext: Sonia x-5598 Action Summary attached: ☒ YES ☐ NO

CIP FUNDED: ☐ 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.

1) Dept: HCD Router Name/Ext: Eveline Ext 4775 # of originals routed: 2 Date to CAO: 11/7/2022

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: 11/7/22 Patricia SaintVII-Joseph
Attorney's Name

Initials BSJ

3) City Clerk's Office: # of originals: 2 Routed to: Donna V./Aimee L./CMO Date: 11/08/22

4) City Manager's Office: CMO LOG #: NOV 9 Document received from: CCO 11/08/22

Assigned to: GREG CHAVARRIA ☐
ANTHONY FAJARDO ☐

SUSAN GRANT ☐
GREG CHAVARRIA as CRA Executive Director ☐

☐ APPROVED FOR G. CHAVARRIA'S SIGNATURE

☐ N/A FOR G. CHAVARRIA TO SIGN

PER ACM: S. Grant (Initial/Date) PER ACM: A. Fajardo (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Return To:
Forward _____ originals to ☐ Mayor ☒ CCO Date: 11/9/22

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

6) City Clerk: Scan original and forwards _____ originals to: Sonia Sierra Ext 5598

Attach _____ certified Reso # _____ ☐ YES ☒ NO

Original Route form to Sonias X5598