



**SECOND AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF FORT LAUDERDALE FOR CHRONIC HOMELESSNESS HOUSING COLLABORATIVE**

Agreement Number: 14-CP-HIP-8261-HUD-1

This Second Amendment ("Second Amendment") to the Agreement dated January 15, 2014 between Broward County and City Of Fort Lauderdale For Chronic Homelessness Housing Collaborative (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, municipality ("City"). COUNTY and City are collectively referred to as the "Parties."

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

1. The Addendum to Homeless Initiative Partnership Agreement is hereby deleted and replaced with the attached Addendum to Homeless Initiative Partnership Grant Funded Agreement.
2. This Second Amendment shall be effective upon execution by both Parties. Except as amended herein, all remaining terms and conditions of the Agreement (including all exhibits) shall remain in full force and effect.
3. The Parties agree that preparation of this Second Amendment to their Agreement is a joint effort of both Parties.
4. This Second Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have made and executed this Second 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 on March 17, 2015, 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 \_\_\_\_\_  
County Administrator

\_\_\_\_\_  
(Print Name of Witness)

\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
(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)

By \_\_\_\_\_  
Sharon Thorsen (Date)  
Senior Assistant County Attorney

SVT  
#152 City of Fort Lauderdale Addendum Amend  
06/15/15

SECOND AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF FORT

City of Fort Lauderdale CHHC Second Amendment

LAUDERDALE FOR CHRONIC HOMELESSNESS HOUSING COLLABORATIVE

CITY

WITNESSES:

City of Fort Lauderdale

\_\_\_\_\_  
Signature

By: John P. "Jack" Seiler, Mayor  
Authorized Signor

\_\_\_\_\_  
Print Name of Witness above

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Print Name of Witness above

**ADDENDUM TO HOMELESS INITIATIVE PARTNERSHIP GRANT FUNDED AGREEMENT**  
Replaces Addendum to Homeless Initiative Partnership Agreement dated August 20, 2014  
Effective upon Execution

City of Fort Lauderdale  
Agreement Number: 14-CP-HIP-8261-HUD-1

1. Add the following additional definitions to Article 1, "Definitions and Identifications":

...

1.15 **Homeless Helpline** – A centralized call center specializing in information and referral services to homeless Clients in Broward County.

1.16 **Homeless Assistance Center** – A facility that provides short-term shelter and services to Clients.

1.17 **HUD** – The U.S. Department of Housing and Urban Development.

1.18 **Outreach Team** – A team of outreach workers in Broward County who build relationships with people who live on the street to identify and address their immediate needs and provide information about and linkage to longer term support.

2. Add the following additional provisions to Article 4, "Funding and Method of Payment," Section 4.5.1, "Required Match":

4.5.1.1 CITY shall submit quarterly, with the HUD invoice, a report of all sources and amounts of match and leverage as described in the Provider Handbook.

4.5.1.2 In the event that CITY has not reported match and/or leverage in amounts sufficient to meet the minimum requirements as indicated in any Work Authorization(s), payment of the fourth quarter invoices for any contract year shall be withheld until CITY submits match and leverage documentation sufficient to meet the minimum requirements.

3. Delete Section 4.5.3, "Performance."
4. Replace Section 4.5.4.2(A) with the following:

4.5.4.2 Corrected Invoices

A. In the event that CITY determines that it has previously incorrectly billed and been reimbursed for a period within the current contract term, CITY shall include the corrections on the next regular monthly invoice. Unless the Contract Administrator has authorized or required additional corrections, corrected billing is limited to one time for any month in which services were rendered and must be received by County no later than ninety (90) days following the date the invoice being corrected was originally due to County; however, due to requirements for drawing grant funds, the final invoice must be received no later than fifteen (15) days after the end of the Agreement term. CITY must resubmit the original supporting documentation and submit the revised supporting documentation for each month in the period of previous incorrect billing, unless the Contract Administrator has, in writing, provided alternate documentation requirements. The invoice, which includes the corrections, must be accompanied by a cover letter signed by CITY's authorized signator summarizing the corrections,

explaining the reason for the error, and detailing the actions CITY is taking to prevent recurrence of the error(s).

5. Add the following reports to Exhibit E, "Required Reports and Submission Dates." Such reports are due to County within the time frames and in the formats specified in the Provider Handbook.

- a. HMIS Annual Performance Report (APR)
- b. Inventory Report
- c. Annual Homeless Assistance Report
- d. HMIS Data Monthly Report Card
- e. Annual Housing Inventory Chart
- f. Annual Point in Time (PIT) Count
- g. Monthly/quarterly interim PIT counts
- h. HUD Grant Inventory Worksheet
- i. Program Income Report
- j. Match and Leverage Source and Use Documentation

6. Add the following additional provision to Article 9, "Financial Statements and Management Letters," Section 9.1, "Financial Statements:"

9.1.1 For HUD-funded agreements, said annual financial statement shall include a special report with explicit, discrete disclosures accounting for all cash and in-kind sources and uses of match and leverage monies.

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IN WITNESS WHEREOF, the Parties hereto have made and executed this Addendum to Homeless Initiative Partnership Grant Funded 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 Board action on March 17, 2015, and City of Fort Lauderdale, signing by and through its Mayor, duly authorized to execute same.

County

WITNESSES:

Broward County, through its  
County Administrator

\_\_\_\_\_  
Signature

By \_\_\_\_\_  
Bertha Henry  
County Administrator

\_\_\_\_\_  
Print/Type Name above

\_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
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/Type Name above

By \_\_\_\_\_  
Sharon V. Thorsen (Date)  
Senior Assistant County Attorney

ADDENDUM TO HUD GRANT FUNDED AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF  
FORT LAUDERDALE FOR CHRONIC HOMELESSNESS HOUSING COLLABORATIVE

CITY

City of Fort. Lauderdale

WITNESS #1:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print/Type Name

By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
John P. "Jack" Seiler, Mayor  
(Print Name and Title of Authorized Signator)

WITNESS #2:

\_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print/Type Name

(seal)