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

Agreement Number: 17-CP-HIP-8261-HUD15-01

This is the Second Amendment ("Second Amendment") to the Agreement 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 referred to as the "Parties") for the Chronic Homeless Housing Collaborative (CHHC) Project, Agreement number: 17-CP-HIP-8261-HUD15-01.

RECITALS

A. U.S. Department of Housing and Urban Development ("HUD") awarded County funds in response to County's application for funding under the HUD's FY 2016 Notice of Funding Availability Competition, and on April 4, 2017, the Board approved the appropriation and disbursement of the funds.

B. The Parties entered into the Agreement on May 10, 2017, and entered into the First Amendment to the Agreement on February 26, 2018.

C. HUD did not award to County funding in response to County's application to HUD's FY 2017 Notice of Funding Availability Competition approved by the Board on June 12, 2018 (item 62), but HUD extended the 2016 award period to transition participants into other housing programs.

D. The Parties desire to revise Section 2.1, "Term," in Article 2, "Term of Agreement," and Exhibit A.

Now, therefore, the Parties hereby acknowledge the receipt and sufficiency of good and valuable consideration, and agree as follows:

1. Section 2.1, "Term," in Article 2, "Term of Agreement," is revised to state, "The term of this Agreement begins January 1, 2017 and ends March 31, 2019 ("Agreement Term").
2. Section II, "Beginning and Ending Dates," in Exhibit A is deleted in its entirety.
3. In Exhibit E, the phrase "if needed, final reconciled invoice due annually on December 15th" is replaced with "the final reconciled invoice and supporting documentation are due to the County on April 15, 2019."
4. The start date for performance of this Second Amendment is October 22, 2018. Except as expressly amended in this Second Amendment, all terms of the Agreement remain in effect.
5. The Parties jointly prepared this Second Amendment, and interpretation of this Second Amendment will not be construed strictly against either Party.
6. This Second Agreement may be executed in multiple originals and may be executed in counterparts, each of which is considered an original, but all of which, taken together, constitute one and the same agreement.

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 County Administrator, authorized to execute same, by Board action on the April 4, 2017, and City of Fort Lauderdale, signing by and through its City Manager duly authorized to execute same.

County

WITNESSES:

_____
Signature

_____
Print/Type Name above

_____
Signature

_____
Print/Type Name above

Broward County, through its
County Administrator

By _____
County Administrator

_____ day of _____, 2018

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

By _____
Hulda O. Estama (Date)
Assistant County Attorney

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

HE/KSG
60070-0004

SECOND AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND
CITY OF FORT LAUDERDALE, FOR CHRONIC HOMELESS HOUSING COLLABORATIVE PROJECT

WITNESS #1:

Signature

Kerry Arthurs

Print Name of Witness above

WITNESS #2:

Signature

Silvia Rizzetti Smith

Print Name of Witness above

ATTEST

City Clerk

(SEAL OR NOTARY)

City of Fort Lauderdale

By

Authorized Signature

Lee R. Feldman City Manager

Print Name and Title

30th day of December, 2018

APPROVED AS TO FORM:

Assistant City Attorney

3(L6)

12/21/18

RUSH

COMMISSION AGENDA ITEM DOCUMENT ROUTING FORM

Today's Date: 12/19/18

DOCUMENT TITLE: Second Amendment to Agreement – Broward County and COFTL for Chronic Homeless Housing Collaborative Project

COMM. MTG. DATE: 1/23/18 **CAM #:** 18-0072 **ITEM #:** CM-6 **CAM attached:** ☐YES ☐NO

Routing Origin: CAO **Router Name/Ext:** Shaniece Louis / Ext. 5036

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.

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2) City Attorney's Office # of originals attached: 3 Approved as to Form: ☒YES ☐NO

Date to CCO: 12/20/18 LS
Initials

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3) City Clerk's Office: # of originals: 2 **Routed to:** Gina Ri/CMO/X5013 **Date:** 12/20/18

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4) City Manager's Office: CMO LOG #: DEC-78 Date received from CCO: 12/20/18

Assigned to: L. FELDMAN ☐ S. HAWTHORNE ☐ C. LAGERBLOOM ☐
L. FELDMAN as CRA Executive Director ☐

☐ APPROVED FOR LEE FELDMAN'S SIGNATURE ☐ N/A FOR L. FELDMAN TO SIGN

PER ACM: **S. HAWTHORNE** _____ (Initial/Date) **C. LAGERBLOOM** _____
(Initial/Date) ☐ **PENDING APPROVAL** *(See comments below)*
Comments/Questions:

Forward ___ originals to ☐ Mayor ☒ CCO **Date:** 12/20/18

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

INSTRUCTIONS TO CLERK'S OFFICE

City Clerk: Retains 0 original and forwards 3 original(s) to: Deborah Johnson / CMO / Ext.5263 ***(Name/Dept/Ext)***

Attach ___ certified Reso # ____ ☐YES ☐NO **Original Route form to CAO**

please email a copy of the partial executed document