



**FIRST AMENDMENT TO AGREEMENT OF LEASE BETWEEN
BROWARD COUNTY AND BROWARD PARTNERSHIP FOR THE HOMELESS, INC.
FOR THE CENTRAL HOMELESS ASSISTANCE CENTER**

This First Amendment ("Amendment") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and Broward Partnership for the Homeless, Inc., a Florida not for profit corporation ("Lessee"), whose address is 920 Northwest 7th Avenue, Fort Lauderdale, FL 33311. County and Lessee are referred to individually as a "Party" and collectively referred to as the "Parties."

RECITALS

A. On November 5, 2019, County and Lessee entered into a lease agreement ("Agreement"), whereby County agreed to lease to Lessee certain real property located at 920 Northwest 7th Avenue, Fort Lauderdale, Florida 33311, commonly known as the Central Homeless Assistance Center ("Premises").

B. The term of the Agreement runs concurrently with that certain Operating Agreement entered into by the Parties, dated November 27, 2018, Agreement No. 19-CP-HIP-8470-01, as amended ("Operating Agreement"), for services provided at the Premises.

C. Effective October 1, 2024, the Parties entered into a new Operating Agreement, Agreement No. 25-HOSS-HIP-8666-01 ("New Operating Agreement").

D. The Parties now desire to enter into this Amendment to update the reference of the Operating Agreement to the New Operating Agreement.

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

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Amendment shall retain the meaning ascribed to such terms in the Agreement.
2. This Amendment shall be effective as of October 1, 2024 ("Effective Date").
3. Except as modified in this Amendment, all remaining terms and conditions of the Agreement shall remain in full force and effect.
4. Amendments made to Section 1.7 of the Agreement pursuant to this Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Section 1.7 of the Agreement is hereby amended as follows:

1.7 Operating Agreement. Agreement No. ~~19-CP-HIP-8470-01~~ **25-HOSS-HIP-8666-01**
between County and Lessee, as may be amended by time to time, **and any new successor
agreement between County and Lessee related to the operations and scope of services
provided by Lessee for the Premises.**

5. This Amendment is hereby incorporated into the Agreement, and all of the terms and conditions contained in this Amendment shall be binding on the Parties.

6. In the event of any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment shall control. The Agreement, as amended herein by this Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended in this Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

7. Preparation of this Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

8. This Amendment may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

9. The Parties represent and warrant that this Amendment constitutes the legal, valid, binding, and enforceable obligation of each Party, and that neither the execution nor performance of this Amendment constitutes a breach of any agreement that either Party has with any third party or violates any law rule, regulation, or duty arising in law or equity applicable to each Party. The Parties further represent and warrant that execution of this Amendment is within each Party's legal powers, and each individual executing this Amendment on behalf of such party is duly authorized by all necessary and appropriate action to do so and does so with full legal authority.

(The remainder of this page is blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment: Broward County through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 2025, and Lessee, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 2025

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

By Reno V. Pierre Digitally signed by Reno V. Pierre
Date: 2025.07.09 12:10:51 -04'00'
Reno V. Pierre (Date)
Assistant County Attorney

By Annika E. Ashton Digitally signed by Annika E. Ashton
Date: 2025.07.09 12:11:04 -04'00'
Annika E. Ashton (Date)
Deputy County Attorney

RVP/sr
First Amendment – Lease Agreement for the Central HAC
03/24/2025
#1146492v1

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LESSEE

Broward Partnership for the Homeless, Inc.,
a Florida not for profit corporation

By: Tom Ruthardt
Authorized Signer

Tom Ruthardt, CEO
Print Name and Title

10th day of January, 2025

Signature: 

Email: truthardt@bphi.org