



FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF COCONUT CREEK PROVIDING FOR ADMINISTRATION OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM (FY 2017-2018, 2018-2019, 2019-2020, AND 2020-2021)

This First Amendment (“First Amendment”) to the Agreement (as defined below) is made and entered into by and between Broward County, a political subdivision of the State of Florida (“County”), and City of Coconut Creek, a Florida municipal corporation (“City”) (collectively referred to as the “Parties”).

RECITALS

A. On October 23, 2020, the Parties entered into that certain Interlocal Agreement between Broward County and City of Coconut Creek Providing for Administration of Community Development Block Grant (CDBG) Program (FY 2017-2018, 2018-2019 and 2019-2020) (“Agreement”).

B. On December 8, 2020, (Agenda Item No. 15), the Broward County Board of County Commissioners (“Board”) approved County’s administration of CDBG Program funds on behalf of City for fiscal year 2020-2021 and authorized the County Administrator to execute interlocal agreements for such funding.

C. On May 18, 2021, (Agenda Item No. 24), the Board approved certain balance adjustments and program income to be recognized and included as part of the funding under the Agreement.

D. The Parties desire to enter into this First Amendment to add fiscal year 2020-2021 funding to the Agreement, to extend the term of the Agreement, and to make certain adjustments to the budget to recognize prior year balances and program income.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. The above recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this First Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. This First Amendment shall be effective as of the date it is fully executed by the Parties.

3. Amendments to the Agreement made herein are indicated by use of strikethrough text to show deletions and underlining to show additions.

4. The title of the Agreement shall be amended as follows:

Interlocal Agreement between Broward County and City of Coconut Creek Providing for Administration of Community Development Block Grant (CDBG) Program (FY 2017-2018, 2018-2019, ~~and 2019-2020, and~~ 2020-2021)

5. Section 4.1 of the Agreement shall be amended as follows:

4.1 The total amount of CDBG Funds under this Agreement is ~~Three Hundred Forty-eight Thousand Nine Hundred Fifty-eight Dollars (\$348,958)~~ Four Hundred Thirty Thousand Eight Hundred Seven and 11/100 Dollars (430,807.11).

6. The first sentence of Article 9 of the Agreement shall be amended as follows:

The term of this Agreement shall commence retroactively to September 1, 2020, and continue through ~~August 31, 2022~~ the earlier of (a) the date on which the CDBG Funds are expended in full, or (b) August 31, 2024, unless terminated earlier or extended pursuant to the terms of this Agreement.

7. Exhibit B to the Agreement is hereby deleted and replaced in its entirety with Exhibit B attached hereto and incorporated herein.

8. This First Amendment may be executed in multiple originals, and 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 amendment.

9. Preparation of this First 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 the other.

10. Except as modified in this First Amendment, all terms and conditions of the Agreement shall remain in full force and effect. If any conflict or ambiguity exists between this First Amendment and the Agreement, the Parties agree that this First Amendment shall control.

11. This First 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 of this First Amendment that are not contained in the Agreement and this First Amendment.

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment: BROWARD COUNTY, signing by and through its County Administrator, authorized to execute same by Board action on the 20th day of October, 2020, (Agenda Item No. 39), the 8th day of December, 2020, (Agenda Item No. 15), and the 18th day of May, 2021, (Agenda Item No. 24), and CITY OF COCONUT CREEK, a Florida municipal corporation, signing by and through its Mayor or Vice-Mayor, duly authorized to execute same.

COUNTY

WITNESSES:

BROWARD COUNTY, by and through its
County Administrator

Signature

By: _____
Bertha Henry

Print Name

____ day of _____, 20__

Signature

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

Print Name

By: _____
Alicia C. Lobeiras (Date)
Assistant County Attorney

By: _____
Annika E. Ashton (Date)
Deputy County Attorney

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CITY

ATTEST:

CITY OF COCONUT CREEK

By: _____
Leslie Wallace May, City Clerk
(SEAL)

By: _____
Rebecca A. Tooley, Mayor
____ day of _____, 20__

By: _____
Karen M. Brooks, City Manager
____ day of _____, 20__

I HEREBY CERTIFY that I have approved this First Amendment as to form and legal sufficiency subject to execution by the parties:

By: _____
Terrill C. Pyburn, City Attorney

EXHIBIT B

BUDGET

FUNDING SOURCE	PROGRAM	BUDGET
FY/PY 2017/2018		
CDBG FY/PY 2017/2018	Housing Rehabilitation	\$0
CDBG FY/PY 2017/2018	Purchase Assistance	\$41,689
CDBG FY/PY 2017/2018	Planning and Administration	\$4,613
FY/PY 2018/2019		
CDBG FY/2018/2019	Housing Rehabilitation	\$0
CDBG FY/PY 2018/2019	Purchase Assistance	\$114,024.80
CDBG FY/PY 2018/2019	Planning and Administration	\$15,500.86
FY/PY 2019/2020		
CDBG FY/PY 2019/2020	Housing Rehabilitation	\$0
CDBG FY/PY 2019/2020	Purchase Assistance	\$95,548.04 + \$20,448 (Program PI) \$115,996.04 Total
CDBG FY/PY 2019	Planning and Administration (PI Admin)	\$54,765.01 Total
CDBG FY/PY 2020/2021	Purchase Assistance/DPA	\$34,218.40
CDBG FY/PY 2020/2021 Lakewood Park	Capital Projects <small>(Administration, DBRA, Section 3. Project (\$220,000 is paid directly from City funds. No County funds reserved. County administers IDIS & draws Based on City Back-up).</small>	\$0
CDBG FY/PY 2020/2021	Administration	\$50,000

FUNDING SOURCE	PROGRAM	BUDGET
GRAND TOTAL OF ESTIMATED PROJECT BUDGETS:		
\$0	Housing Rehabilitation	
\$ 305,928.24	Purchase Assistance	
\$124,878.87 (\$124,878)	Planning and Administration	

BUDGET NARRATIVE:

The maximum amount of CDBG Funds allocated to City under the Agreement for administration of the Project by County shall be Three Hundred Forty-eight Thousand Nine Hundred Fifty-eight Dollars (\$348,958).

The County’s administrative costs include services to the City to assist with their capital projects (not included in this Agreement/allocation for capital projects are set aside and remain with the City). The County assists with Davis Bacon and Related Acts (DBRA), payroll reviews, Section 3, pre-bid, preconstruction meetings, etc.

In the event HUD amends the annual CDBG funding allocation to City, County shall amend City’s allocation proportionately.

FY 2017/2018

Purchase Assistance - \$41,689 of CDBG funds will be allocated towards eligible costs, to include direct service delivery costs, to assist a minimum of One (1) Eligible households at a maximum of \$40,000 each, with homeownership activities to include Down payment, closing costs and/or principal write-downs, etc.

Planning and Administration - \$4,613 of CDBG funds will be allocated towards the planning and administration of the CDBG funds. This will include assistance with IDIS, Beneficiary data, draw downs, and Amendments when necessary (any related advertisement expenses not included).

FY 2018/2019

Purchase Assistance - \$114,024.80 of CDBG funds will be allocated towards eligible costs, to include direct service delivery costs, to assist a minimum of Two (2) Eligible households at a maximum of \$40,000 each, with homeownership activities to include Down payment, closing costs and/or principal write-downs, etc.

Planning and Administration - \$15,500.86 of CDBG funds will be allocated towards the planning and administration of the CDBG funds. This will include assistance with IDIS, Beneficiary data, draw downs, and Amendments when necessary (any related advertisement expenses not included).

FY 2019/2020

Purchase Assistance - \$115,996.04 of CDBG funds will be allocated towards eligible costs, to include direct service delivery costs, to assist a minimum of Two (2) Eligible households at a maximum of \$40,000 each, with homeownership activities to include Down payment, closing costs and/or principal write-downs, etc.

Planning and Administration - \$54,765.01 of CDBG funds will be allocated towards the planning and administration of the CDBG funds. This will include assistance with IDIS, Beneficiary data, draw downs, and Amendments when necessary (any related advertisement expenses not included).

FY 2020/2021

Purchase Assistance - \$34,218.40 of CDBG funds will be allocated towards eligible costs, to include direct service delivery costs, to assist, if possible One (1) Eligible households at a maximum of \$40,000 each (or the maximum available funding not to exceed the \$40,000. This amount does not include direct service delivery), with homeownership activities to include Down payment, closing costs and/or principal write-downs, etc.

Planning and Administration - \$50,000 of CDBG funds will be allocated towards the planning and administration of the CDBG funds. This will include assistance with IDIS, Beneficiary data, draw downs, and Amendments when necessary (any related advertisement expenses not included).

*Maximum assistance level subject to change.