

FIRST AMENDMENT TO
AGREEMENT

Between

BROWARD COUNTY

and

CITY OF COCONUT CREEK

PROVIDING FOR DISBURSEMENT OF HOME PROGRAM FUNDS FOR
HOUSING REHABILITATION PROGRAM

FY 2015 FUNDING

IN THE AMOUNT OF \$70,974

Agreement No. 15-HFCD-149-HOME

FIRST AMENDMENT TO
AGREEMENT

Between

BROWARD COUNTY

and

CITY OF COCONUT CREEK

PROVIDING FOR DISBURSEMENT OF HOME PROGRAM FUNDS FOR
HOUSING REHABILITATION - MINOR HOME REPAIR PROGRAM

FY 2015 FUNDING

IN THE AMOUNT OF \$70,974

Agreement No. 15-HFCD-149-HOME

This is a First Amendment to an Agreement ("First Amendment"), made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY,"

and

CITY OF COCONUT CREEK, a municipal corporation of the State of Florida, hereinafter referred to as "CITY," collectively referred to as the "Parties."

RECITALS

WHEREAS, the Parties are members of the Broward County HOME Investment Partnership Program Consortium ("HOME Consortium"), and are subject to the terms and conditions of that certain HOME Consortium Agreement entered into by all HOME Consortium members dated June 14, 2011; said HOME Consortium Agreement is incorporated herein by reference; and

WHEREAS, COUNTY, in its representative capacity to the U. S. Department of Housing and Urban Development ("H.U.D.") for all members of the Consortium, is the recipient of HOME Investment Partnership Program grants funds ("HOME Funds") from H.U.D., and COUNTY allocated a portion of the HOME Funds to various municipalities within the HOME Consortium, including CITY; and

WHEREAS, the Parties entered into an Agreement ("Agreement") dated February 17, 2016, providing funding to CITY for housing rehabilitation; and

WHEREAS, the Parties desire to enter into this First Amendment to extend the term of the Agreement for one (1) year in order to complete the Project; and

WHEREAS, this First Amendment is necessary and reasonable under the circumstances, and is in the best interest of the public; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, and covenants hereinafter set forth, the Parties agree as follows:

1. The above recitals are true and correct and are incorporated herein as if set forth in full hereunder.
2. Article 9, Term of Agreement, is amended as follows:

The term of this Agreement shall commence on October 1, 2015, and shall end September 30, ~~2017~~ 2018, as further described in Exhibit "~~C~~ C-1," Timetable/Schedule for Project, unless terminated earlier or extended pursuant to the terms of this Agreement. CITY shall expend the HOME Funds allocated to the Project within the term of this Agreement. CITY may submit a written request for an extension to the term of this Agreement to the Division Director no less than ninety (90) days prior to the expiration date. In the event the Division Director approves an extension to the term of this Agreement, the Parties shall enter into an amendment as provided in Section 12.18.

3. Exhibit "C," Timetable/Schedule for Project, is amended to extend the time for completion as provided for in Exhibit "~~C~~ C-1," Timetable/Schedule for Project, attached hereto.
4. All other terms and conditions of the Agreement, not inconsistent herewith, shall remain in full force and effect and are to be performed at the level specified in the Agreement.
5. This First Amendment shall be effective upon full execution by the Parties.
6. This First Amendment shall be executed in four (4) counterparts, each of which shall be deemed to be an original.

As it relates to amended Agreement provisions, words in ~~struck-through~~ type are deletions from existing text and words in underscored type are additions to existing text.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment to Agreement: BROWARD COUNTY through its County Administrator, authorized to execute same by action of the Board on _____, and CITY OF COCONUT CREEK, signing by and through its Mayor duly authorized to execute same.

COUNTY

WITNESSES:

BROWARD COUNTY, through the County Administrator

Signature

By _____
Bertha Henry

Print Name

____ day of _____, 2017

Signature

Print Name

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

Insurance requirements
approved by Broward County
Risk Management Division

By _____
Signature (Date)

By _____
Patrice M. Eichen (Date)
Assistant County Attorney

Print Name and Title above

PME:dp
1st Amend HOME ILA Coconut Creek FY 2015 Rehab Activities
05/31/17
#17-129.13

FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF COCONUT CREEK PROVIDING FOR DISBURSEMENT OF HOME PROGRAM FUNDS FOR HOUSING REHABILITATION PROGRAM, FY 2015 FUNDING, IN THE AMOUNT OF \$70,974, AGREEMENT No. 15-HFCD-149-HOME

CITY

CITY OF COCONUT CREEK

ATTEST:

By _____
Leslie Wallace May, City Clerk

By _____
Rebecca A. Tooley, Mayor
_____ day of _____, 2017

By _____
Mary C. Blasi, City Manager
_____ day of _____, 2017

Approved as to form:

Terrill C. Pyburn, City Attorney

EXHIBIT "G C-1"
TIMETABLE/SCHEDULE FOR PROJECT

<u>WORK TASKS</u>	<u>START-UP</u>	<u>COMPLETION</u>
Identify and process Income Eligible Households	October 2015	March 2017 <u>March 2018</u>
Provide Monthly Progress Reports to COUNTY	One month after execution of Agreement by the Parties	September 2017 <u>September 2018</u>
Commence Work Write-Ups	January 2016	April 2017 <u>April 2018</u>
Commence Repairs	February 2016	June 2017 <u>June 2018</u>
Repairs Completed	N/A	July 2017 <u>July 2018</u>
Final Invoice to COUNTY	N/A	August 2017 <u>August 2018</u>
Provide Close Out Report to COUNTY	N/A	September 2017 <u>September 2018</u>