



**REINSTATEMENT AND FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY
AND CITY OF COCONUT CREEK FOR FUNDING AND ADMINISTRATION OF FYS 2020-2024
CARES ACT COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM – (CDBG-CV) AND
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM – (CDBG)
(CFDA #14.218 / FAIN # B-20-MW-12-0054, B-21-UC-12- 0001, B-22-UC-12-0001)**

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

RECITALS

A. At its June 14, 2022 (Agenda Item No. 24), its April 18, 2023 (Agenda Item No. 23), and its April 16, 2024 (Agenda Item No. 33) meetings, the Broward County Board of County Commissioners (“Board”) authorized Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) Community Development Block Grant CDBG-CV and CDBG-CV3 funds, and Community Development Block Grant (“CDBG”) funding to City.

B. The Parties entered into the Agreement Between Broward County and City of Coconut Creek for Funding and Administration of FYs 2020-2024 CARES Act Community Development Block Grant Program – (CDBG-CV) and Community Development Block Grant Program – (CDBG) (CFDA #14.218 / FAIN # B-20-MW-12-0054, B-21-UC-12- 0001, B-22-UC-12-0001), dated July 29, 2024 (the “Agreement”), to provide funding to City for replacement of the HVAC system/purification system in City’s Park Community Center.

C. The Agreement expired on July 31, 2024, and the Parties now desire to reinstate the Agreement, amend it to specify that its term shall commence on the date the Board initially approved funding to City, and extend its term to April 30, 2026.

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. Unless otherwise expressly stated herein, amendments to the Agreement made pursuant to this Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

3. The Agreement is reinstated effective August 1, 2024.
4. The first sentence of Article 10 of the Agreement is amended as follows:

~~This Agreement begins on the date it is fully executed by the Parties~~ **The term of this Agreement shall commence retroactively on June 14, 2022** ("Effective Date") and continues through ~~July 31, 2024~~ **April 30, 2026** ("Term"), unless otherwise terminated earlier or extended as provided in this Agreement.

5. 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.
6. 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.
7. City acknowledges that through the date this Amendment is executed by City, City has no claims or disputes against County with respect to any of the matters covered by the Agreement.
8. The effective date of this Amendment shall be the date of complete execution by the Parties.
9. 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.

(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 County Administrator, authorized to execute same by Board action on the 14th day of June 2022 (Agenda Item No. 24), 18th day of April 2023 (Agenda Item No. 23), and 16th day of April 2024 (Agenda Item No. 33); and City of Coconut Creek, signing by and through its Mayor or Vice-Mayor, duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through
its County Administrator

By: _____
Monica Cepero

____ day of _____, 20__

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: _____
Karina D. Rodrigues (Date)
Assistant County Attorney

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

KDR/sr
Reinstatement and First Amendment Coconut Creek CDBG-CV Agreement
12/15/2025
#1160096v3

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CITY

CITY OF COCONUT CREEK

ATTEST:

By: _____
Sheila N. Rose, City Manager

Joseph J. Kavanagh, City Clerk

Print Name

_____ day of _____, 20____

I HEREBY CERTIFY that I have
Approved this Agreement as
To form and legal sufficiency
Subject to execution by the
Parties:

Terrill C. Pyburn, City Attorney