

AMENDMENT NO. 1
to
SUBRECIPIENT AGREEMENT
BETWEEN
CITY OF LAUDERHILL
AND
LAUDERHILL COMMUNITY REDEVELOPMENT AGENCY (CRA)
FOR
Economic Development Activities

This is the First Amendment to Subrecipient Agreement ("First Amendment"), made and entered into by and between City of Lauderhill, hereinafter referred to as "GRANTEE," and Lauderhill Community Redevelopment Agency, hereinafter referred to as "SUBRECIPIENT," collectively referred to as the "Parties."

RECITAL

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

WHEREAS, the Parties entered into an Agreement ("Agreement") dated July 10th, 2017, providing funding to the CRA for Commercial Façade Improvements;

WHEREAS, the Parties desire to enter into this First Amendment to increase current funding and provide technical revisions where necessary in order for the CRA to complete the Projects, as provided for herein;
NOW, THEREFORE,

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

1. The above recitals are true and correct and are incorporated herein as if set forth in full hereunder.
2. Section I, SCOPE OF SERVICE, is amended as follows:

1. Program Delivery

Activity #1 Rehab: Publicly or Privately Owned Commercial/Industrial Property – Rehabilitation of commercial/ Industrial property including but not limited to façade improvements and sidewalk repairs in ~~Central~~ Eastern Lauderhill's CRA designated low-mod area.

2. Income Benefit Goals

It is anticipated that approximately 5 unduplicated businesses ~~low to moderate income clients~~ will be served over the course of this 36 month Agreement. ~~The goal is to serve: _____ clients at the 30%~~

Area Median Income (AMI) level (very low); 2 clients at the 50% AMI level (low income); and 3 at the 80% AMI level (moderate income).

B. National Objectives

All activities funded with CDGB CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet the following National Objective: **Benefit to low- and moderate-income (LMI) persons Aid in the prevention or elimination of slums and blight.** ~~Provide assistance to low mod businesses and individuals located within low mod areas located within the City of Lauderdale's jurisdictions.~~ Commercial façade improvements will be provided to businesses located in a designated community redevelopment area.

C. Levels of Accomplishment – Goals and Performance Measures

~~The levels of accomplishment may include such measures as units rehabbed, persons or households assisted, or meals served, and should also include time frames for performance.~~

The Subrecipient agrees to provide the following levels of program services:

<u>Activity</u>	<u>Units per Month</u>	<u>Total Units/Year</u>
Activity: #1 Commercial Façade Imp	<u>0</u>	<u>35/businesses</u>

Units of service will be considered: businesses assisted.

F. Project Description

Type of Project: Rehab: Publicly or Privately Owned Commercial/ Industrial Property

Project Location: 5581 West Oakland Park Boulevard, Lauderdale, FL 33313

Service Area(s): 603.03 412.00 604.03 604.02

Matrix Code: 47B 14E

Basic Eligibility: LMA SBA

Amount Funded: \$335,000 \$400,000.00

3. Section III, BUDGET, is amended as follows:

<u>Line Item</u>	<u>Amount:</u>
Salaries	\$ _____
Fringe	_____
Office Space (Program only)	_____
Utilities	_____
Communications	_____
Reproduction/Printing	_____
Supplies and Materials	_____
Mileage	_____
Audit	_____
Other (Specify): Façade Improvements	<u>335,000</u> <u>400,000.00</u>
Indirect Costs (Specify)	_____
TOTAL	\$ <u>335,000</u> <u>400,000</u>

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

4. Section IV, PAYMENT, is amended as follows:

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$ 335,000 \$400,000.00. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

5. Section V, NOTICES, is amended as follows:

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee Representative

Julie Saunders-Brown, Operations Administrator
Desorae Giles-Smith, Deputy City Manager
Grantee City of Lauderhill

Subrecipient Representative

Sean Henderson, Exec. Director

Subrecipient Lauderhill Community
Redevelopment Agency

Address 5581 W. Oakland Park Blvd.

Address 5581 W. Oakland Park Blvd.

City, State, ZIP Lauderhill, FL 33313

City, State, ZIP Lauderhill, FL 33313

Telephone ~~954-714-3125~~ 730-3004

Telephone 954-714-1535

Fax Number ~~954-730-4227~~ 3025

Fax Number 954-730-4227

6. Exhibit "A," Project Description and Compliance Manual, is amended to reflect the increased funding amount.
7. Exhibit "B," Costs/Budget for Project, is amended to reflect the increased funding amount.
8. 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.
9. The First Amendment shall be effective upon full execution by the Parties.
10. The First Amendment shall be executed in three (3) counterparts, each of which shall be deemed to be an original.

As it relates to amended Agreement provisions, words in struck through type are deflections from existing text and word in underscore type are additions to existing text.

IN WITNESS WHEREOF, the parties have made and executed this First Agreement to the Subrecipient Agreement on the respective dates under each signature: CITY OF LAUDERHILL through the CITY MANAGER, authorized to execute same by resolution of the CITY COMMISSION, and the Lauderhill Community Redevelopment Agency signing by and through its Director, duly authorized to execute same.

WITNESSES:

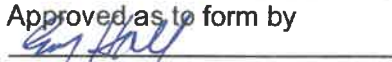

Attest


Andrea Anderson
City Clerk

CITY OF LAUDERHILL

By 
Charles Faranda, City Manager

____ day of _____, 2018

Approved as to form by


Earl Hall, City of Lauderhill Attorney

SUBGRANTEE

WITNESSES:




Mercedes Celetti

By 
Executive Director or Designee

27 day of December, 2018

(CORPORATE SEAL)
STATE OF FLORIDA)

COUNTY OF Broward) SS.)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018 by _____, a Florida non-profit corporation, on behalf of the corporation. He or she is personally known to me or has produced _____ as identification and who did take an oath.

Signature of Notary Public, State of Florida

Print or type name

Commission No. _____

Commission expires: _____

EXHIBIT "A"

PROJECT DESCRIPTION and COMPLIANCE MANUAL

Program Description: Commercial Façade Improvements

Per 24 CFR 570.202(a)(3), "rehabilitation of privately or privately owned and commercial or industrial buildings, except that the rehabilitation of such buildings owned by a private for-profit business is limited to improvement to the exterior of the building, abatement of asbestos hazards, lead-based paint hazard evaluation and reduction, and the correction of code violations;

Under the Commercial Façade program, the City of Lauderhill will provide assistance to the Lauderhill Community Redevelopment Agency (CRA), Central Lauderhill Area, located on the southeast corner of 55th Avenue and 19th Street through a subrecipient agreement.

Eligible Service Area:

Per 24 CFR 570.208(a)(1)(i) – (1) "An activity, the benefits of which are available to all the residents in a particular area where at least 51 percent of the residents are low and moderate income persons. Such an area need not be conterminous with census tracts or other officially recognized boundaries but must be the entire area served by the activity. An activity that serves an area that is not primarily residential in character shall not qualify under this criterion".

Lauderhill Community Redevelopment Agency Responsibilities:

- Manage CDBG funding in the amount of ~~\$335,000~~ **\$400,000**
- Submit all copies of purchase orders, invoices, and corresponding backup for payment (i.e. permits, before and after pictures, etc.)
- Administer program in accordance with City of Lauderhill guidelines established in 24 CFR 570 and the City's CDBG Annual Action Plan.
- CDBG regulations governing program include, but not limited to:
 - Davis Bacon and Labor Standards Requirements.
 - Lead based paint testing and abatement as needed
 - Maximum low mod area income must be less than 80% of County median
 - Federal procurement procedures apply to selection of contractor
 - Pull Wage Decisions and Lock-in Date
 - Verify and document debarment status of selected contractor(s).
- Provide City with scope of services and tax assessment prior to committing CDBG funds

City Responsibilities:

- Review tax assessed value and scope of work to determine after rehab value of property meets CDBG guidelines
- Provide verification of debarment status from online SAM database
- Collect signed Federal Labor Standards Provision form HUD-4010

- Collect all original copies of Certified Payroll for the duration of the project from CRA
- Disburse funds upon submittal of Exhibit F and all applicable attachments

To determine if the Service Area complies with these requirements, the CRA must follow the following steps:

- i. Identify which area (known as the "Service Area") is being served by the business and determine which census tracts and block groups or portion thereof, comprise this Service Area in the following manner:
 - a. Mark in a census map the location of the business to be assisted;
 - b. Identify the boundaries of the Service Area for such business;
 - Identify the census tract where the business is located;
 - Identify the census tracts surrounding the business;
 - List all the census block groups within the Service Area;
 - List all the corresponding number of low to moderate income persons and total population for each of the census block groups in the Service Area (Exhibit "I").
- ii. Determine the number of low and moderate income persons being served in the Service Area is 51% or higher than the total service Area population in the following manner (Exhibit "I"):
 - a. Add up the number of low and moderate income persons in each block group (total population for the block group) in the service Area;
 - b. Add up the number of all person, low/mod and non-low/mod, in each block group in the service Area;
 - c. Divide the total of low/mod population by the number of people in each block group to obtain the percentage of low to moderate income persons in Service Area is 51% or higher.
- iii. Ensure that the Service Area is primarily residential. The CRA must determine that the services being provided by the business are available to all resident of the Service Area and that the business is serving residential customers. If unsure how to do this, contact the Office of Business and Neighborhood Enrichment Division.

Commercial Façade Project Costs:

The dollar limitation for this project is ~~\$335,000~~ \$400,000.00 for the Commercial Façade Program. However, the City of Lauderhill may evaluate the project and, at its sole discretion, approve/disapprove a higher dollar limit. The CRA must request approval from the City Manager or his designee, in writing, from the City prior to commencing any work.

Reimbursement Procedure:

For Soft Costs:

1. CRA must submit the Commercial Façade Reimbursement Request Form.
2. Requests for soft costs payments should be made at least on a monthly basis.
3. Reimbursements requests should be submitted to the City within thirty (30) calendar days after the indebtedness has been incurred.
4. Each written request for payment shall contain a statement declaring and affirming that services were provided to certified program participants and in accordance with the approved work program and program budget. All documentation in support of watch

request shall be subject to review and approval by the City at the time the request is made.

5. In addition to the request for payment, the CRA must submit a Budget to Actual Expenditure Report along with the documents supporting expenditures.
6. Verifiable hours of service related to soft costs are those hours of service provided by the CRA that can be substantiated by the payroll and other pertinent records and which are reasonable, necessary, and directly allocable to the business participating in the commercial façade program from the CRA, in accordance with Davis Bacon and Labor Standards.
7. All expenditures must be verified with a copy of the original invoice and a copy of a check or other form of payment which was used to pay that specific invoice. Within sixty (60) days of submitting each reimbursement request, copies of the cancelled checks or other City approved document(s) evidencing the payments made by the CRA, for which reimbursement was requested, shall be submitted. In the event that an invoice is paid from multiple funding sources, the copy of the invoice must indicate the exact amount (allocation) paid by those multiple funding sources equaling the total of the invoice. No miscellaneous categories shall be accepted as part of the line-item budget.
8. Absent the completion of a commercial façade project, the City will pay up to one half the amount of the grant for soft costs to the CRA. Once the CRA documents the implementation of the required commercial façade projects and equivalent to the soft cost paid by the City, payments will resume.
9. During the term thereof and for a period of five (5) years following the date of the payment made hereunder, the City shall have the right to review and audit the related records of the CRA pertaining to any payments by the City.
10. The CRA must submit the request for final payment to the City within ten (10) calendar days following the expiration date or termination date of this agreement in a form to be provided by Office of Business and Neighborhood Enrichment Division. If the CRA fails to comply with this requirement, the CRA may forfeit all rights to payment and the City may not honor any requests submitted thereafter. The final reimbursement request might not be processed if the close-out package has not been properly completed and submitted to the Office of Business and Neighborhood Enrichment Division by the due date.

For Soft Costs:

1. CRA must submit the Commercial Façade Reimbursement Request Form (Exhibit "F") along with the Commercial Façade Project Reimbursement Package Checklist. (Exhibit "H").
Packages that are missing any documents listed in Exhibit "G" or having incorrect dates will be returned to the CRA within three (3) business days.
2. Reimbursements request should be submitted to the City as treatments are completed.
3. During the term thereof and for a period of five (5) years following the date of the payment, made hereunder, the City shall have the right to review and audit the related records of the CRA pertaining to any payments by the City.

EXHIBIT "B"

COSTS/BUDGET FOR PROJECT

FUNDING SOURCE

Category	(1) CDBG	(2) TOTAL
A. Staff Cost	-	-
B. Inspections		
C. Direct client Subsidy		
D. Inspections		
E. Supplies		
F. Contractual Services	\$335,000.00 \$400,000.00	\$335,000.00 \$400,000.00
G. Construction		
H. Other/ Lien Recordings		
I. TOTALS	\$335,000.00 \$400,000.00	\$335,000.00 \$400,000.00

Budget Narrative 2016-2017

<u>Category</u>	<u>Funding Source CDBG</u>
A. Commercial Façade Improvement Contractual Cost	\$335,000.00 \$400,000.00
TOTAL	\$335,000.00 \$400,000.00