

FIRST AMENDMENT

To

SUBRECIPIENT AGREEMENT

Between

THE CITY OF LAUDERHILL

And

Windermere Condominium Association, Inc.

IN THE AMOUNT OF \$380,000.00

For

PROVIDING A DIRECT LOAN FOR REHABILITATION SERVICES – PROJECT 2

This is a First Amendment to the Subrecipient Agreement (“First Amendment to Agreement”) by and between CITY OF LAUDERHILL, FLORIDA, a political subdivision of the State of Florida (“CITY”),

AND

WINDERMERE CONDOMINIUM ASSOCIATION, INC., a not-for-profit organization authorized to do business in the State of Florida, its successors and assigns, hereinafter referred to as “SUBGRANTEE”, collectively referred to as “the Parties.”

WITNESSETH

WHEREAS, the Parties entered into an agreement (“Agreement”) dated October 1, 2015, pursuant to Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, GRANTEE is required to enter into this Agreement with SUBRECIPIENT in order for SUBRECIPIENT to contract with a third party ~~(ies)~~ to perform CDBG eligible activities within jurisdiction; and

WHEREAS, the SUBRECIPIENT is to partner with the GRANTEE to perform Residential Buildings Improvements, hereinafter referred to as the “Project”; and

WHEREAS, the Parties enter into this Agreement to provide a forgivable loan for the improvements to privately owned buildings for residential purposes under the terms of the Agreement; and

WHEREAS, the Parties desire to enter into this First Amendment to extend the term of the initial agreement for the purpose of vendor payments for ~~one 120 days~~ one (1) three year period; and

WHEREAS, the Parties have determined that this First Amendment is reasonable and necessary and is in the best interest of the public; NOW, THEREFORE,

In CONSIDERATION of the mutual terms, conditions, promises, and covenants hereinafter set forth herein, 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 6 – TIMETABLE, is amended as provided below:
The term of this Agreement shall commence on ~~execution by GRANTEE October 1, 2015~~, and shall end ~~September 2015~~ May 30, 2019, as further described in Exhibit “~~CC-1~~,” Timetable/Schedule for project. This Agreement may be extended by the Parties for an additional term of seven month period with City Manager approval(s) of up to one (1) year, upon SUBRECIPIENT’s written request to the Deputy Finance Director in order to complete the Project. For GRANTEE, the City Manager is authorized to enter into any extension to the term of this Agreement. SUBRECIPIENT shall expend the CDBG Funds allocated to the Project within the term of this Agreement. All CDBG Funds not expended within the term of this Agreement shall remain in the custody and control of GRANTEE.
3. Exhibit “C,” TIMETABLE/SCHEDULE FOR PROJECT, is amended as attached hereto.
4. This First Amendment shall be effective upon full execution by the Parties.
5. Except as provided for herein this First Amendment, the terms of the Agreement, not inconsistent herewith, shall remain in effect.
6. This First Amendment may be fully executed in multiple copies by the Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

Note: Underlined terms shall be add, ~~strike through~~ terms shall be deleted.

(Remainder of Page Intestinally Left Blank)

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment to Subrecipient Agreement: CITY OF LAUDERHILL through its CITY MANAGER, authorized to execute same by resolution of the CITY COMMISSION, and the WINDERMERE CONDOMINIUM ASSOCIATION, INC. signing by and through its President, duly authorized to execute same.

WITNESSES:

Attest

Andrea Anderson
City Clerk

CITY OF LAUDERHILL

By: _____
Charles Faranda, City Manager

_____ day of _____, _____
Approved as to form by

Earl Hall, City of Lauderhill Attorney

WITNESSES:

SUBRECIPIENT

By: _____
Chairperson or Designee

_____ day of _____, _____

EXHIBIT "G C-1"

TIMETABLE/SCHEDULE FOR PROJECT

<u>WORK TASKS</u>	<u>START-UP</u>	<u>COMPLETION</u>
<u>Plan, implement, and complete construction</u>		<u>May 30, 2019</u>
<u>Identify and process eligible clients</u>	TBD	<u>July 30, 2016</u>
<u>Provide monthly reports to City</u>	On-going	July 30, 2016 <u>May 30, 2019</u>
<u>Provide final report to City</u>		July 30, 2016 <u>May 30, 2019</u>