



**FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF LAUDERHILL FOR PROVIDING FOR DISBURSEMENT OF HOME PROGRAM FUNDS FOR PURCHASE ASSISTANCE PROGRAM FY 2016-2017 FUNDING IN THE AMOUNT OF \$149,473 AGREEMENT #: 16-HFCD-172-HOME**

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 Lauderhill, a municipal corporation of the State of Florida (“City”) (collectively, County and City are the “Parties”).

RECITALS

- A. County is a recipient of HOME Investment Partnerships Act (“HOME”) funds from the United States Department of Housing and Urban Development (“HUD”).
- B. On May 24, 2016 (Agenda Item No. 3), the Broward County Board of County Commissioners (“Board”) authorized funding to City under County's HOME Program for a Purchase Assistance Program in City.
- C. On September 25, 2017, the Parties entered into the Agreement Between Broward County and City of Lauderhill for Providing for Disbursement of HOME Program Funds for Purchase Assistance Program FY 2016-2017 Funding in the Amount of \$149,473 Agreement #: 16-HFCD-172-HOME.
- D. City has requested, and County has agreed, to extend the time for completion of the Project to June 30, 2020.
- E. The Parties now desire to enter into this First Amendment to the Agreement to further extend the term of the Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is 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 the First Amendment shall retain the meaning ascribed to such terms in the Agreement.
- 2. Amendments made to the Agreement by this First Amendment are indicated by use of strikethroughs to indicate deletions and underlining to indicate additions, unless otherwise indicated.
- 3. This First Amendment shall be effective as of the date it is fully executed by the Parties.
- 4. Article 9 of the Agreement is hereby deleted and replaced in its entirety as follows:

**ARTICLE 9 – TERM OF AGREEMENT**

The term of this Agreement shall commence retroactively to October 1, 2016, and shall end June 30, 2020, as further described in Exhibit "C," Timetable/Schedule for Project, unless terminated earlier or extended pursuant to the terms of this Agreement. CITY must have committed funds by September 1, 2018. 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 one hundred twenty (120) 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.

5. Exhibit C to the Agreement, Timetable/Schedule for Project, is hereby deleted and replaced in its entirety with Exhibit C attached hereto and incorporated herein.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.

[Signatures on Following Pages]

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 24<sup>th</sup> day of May, 2016 (Agenda Item No. 3), and CITY OF LAUDERHILL, signing by and through its Mayor, duly authorized to execute same.

COUNTY

WITNESSES:

BROWARD COUNTY, by and through its County Administrator

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Bertha Henry

\_\_\_\_\_  
Print Name

\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
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: \_\_\_\_\_  
Claudia Capdesuñer (Date)  
Assistant County Attorney

By: \_\_\_\_\_  
Michael J. Kerr (Date)  
Deputy County Attorney

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CITY

ATTEST:

CITY OF LAUDERHILL

By: \_\_\_\_\_  
City Clerk (SEAL)

By: \_\_\_\_\_  
City Manager

\_\_\_\_ day of \_\_\_\_\_, 2019

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

By: \_\_\_\_\_  
City Attorney

**EXHIBIT C**

**TIMETABLE/SCHEDULE FOR PROJECT**

**Purchase Assistance**  
**FY 2016-2017 Funding**

<b><u>WORK TASKS</u></b>	<b><u>START-UP</u></b>	<b><u>COMPLETION</u></b>
Identify and process Income Eligible Households	October 2016	January 31, 2020
Complete All Closings for Clients Receiving Assistance	December 31, 2020	June 15, 2020
Provide Monthly Progress Reports to COUNTY	One month after execution of Agreement by the Parties	June 10, 2020
Provide Close-Out Report to COUNTY	N/A	June 30, 2020