



REINSTATEMENT AND FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF LAUDERHILL PROVIDING FOR DISBURSEMENT OF HOME PROGRAM FUNDS FOR HOUSING REHABILITATION PROGRAM FOR FISCAL YEAR 2020-2021

This Reinstatement and First Amendment (“Amendment”) is 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 referred to as the “Parties”).

RECITALS

A. At its December 8, 2020, meeting (Agenda Item No. 15), the Broward County Board of County Commissioners authorized HOME Investment Partnerships Act (“HOME”) funding to City.

B. The Parties entered into the Agreement between Broward County and City of Lauderhill Providing for Disbursement of HOME Program Funds for Housing Rehabilitation Program for Fiscal Year 2020-2021, dated March 29, 2021 (the “Agreement”), to provide funding to City for a housing rehabilitation program.

C. The Agreement expired on September 30, 2022, and City has requested, and County has agreed, that it be reinstated and that its term be extended to October 30, 2024.

D. The Parties now desire to enter into this Amendment to reinstate the Agreement and extend its term.

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. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.
3. The first sentence of Article 10 of the Agreement is amended as follows (amendments are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions):

The term of this Agreement shall commence retroactively on October 1, 2020 (“Effective Date”) and shall end on ~~September 30, 2022~~ **October 30, 2024**, unless terminated earlier or extended pursuant to the terms of this Agreement.

4. Exhibit C to the Agreement, Project Timeline, is hereby deleted and replaced in its entirety with Exhibit C attached hereto and incorporated herein.

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 counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

10. City represents and warrants that this Amendment constitutes the legal, valid, binding, and enforceable obligation of City, and that neither the execution nor performance of this 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 Amendment is within City's legal powers, and each individual executing this 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.

(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 8th day of December, 2020, and City of Lauderhill, 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
Reinstatement and First Amendment – FY20-21 HOME Rehab Agreement (City of Lauderhill)
8/13/2024

FY20-21 HOME Agreement Reinstatement and First Amendment – Rehab - Lauderhill

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CITY

CITY OF LAUDERHILL

ATTEST:

By: _____
CITY MAYOR

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:

City Attorney

EXHIBIT C

PROJECT TIMELINE

The table below lists the main work tasks required to complete Project objectives before the term of the Agreement expires.

WORK TASKS	START-UP	COMPLETION
Identify and process Income Eligible Households	October 1, 2020	May 3, 2022
Provide Quarterly Progress Reports to County	November 10, 2020	September 30, 2022
Commence Work Write-Ups	November 1, 2020	April 30, 2022
Commence Repairs	November 15, 2020	August 31, 2022
Repairs Completed	May 1, 2022	August 31, 2022
Final Invoice to County	May 1, 2022	September 30, 2022
Provide Final Quarterly Progress Report to County	September 1, 2022	September 30, 2022 October 30, 2024