

SECOND AMENDMENT TO
AGREEMENT

Between

BROWARD COUNTY

and

CITY OF PEMBROKE PINES

PROVIDING FOR DISBURSEMENT OF HOME PROGRAM FUNDS FOR
HOUSING REHABILITATION PROGRAM - MINOR HOME REPAIR PROGRAM

FY 2015 FUNDING

IN THE AMOUNT OF \$159,691

Agreement No. 15-HFCD-157-HOME

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This is a Second Amendment to an Agreement ("Second Amendment"), made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY,"

and

CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida, hereinafter referred to as "CITY," collectively referred to as the "Parties."

RECITALS

WHEREAS, pursuant to 24 CFR Part 92.101, the Parties entered into a standard form HOME Consortium Cooperation Agreement approved by the Board on June 14, 2011, providing for the Parties' inclusion in the Broward County HOME Investment Partnerships Program Consortium ("HOME Consortium"), and providing for COUNTY to be the HOME Consortium's representative member or lead entity to carry out the objectives of the HOME Program on behalf of all of its members; said HOME Consortium Cooperation Agreement is incorporated herein by reference; and

WHEREAS, COUNTY, as the representative member or lead entity for the HOME Consortium is the recipient of HOME Investment Partnerships Program grant funding ("HOME Funds") from the U.S. Department of Housing and Urban Development

("HUD") pursuant to the HOME Investment Partnerships Act ("HOME Act") at Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, with implementing rules and regulations set forth in 24 CFR Part 92 for all members of the HOME Consortium, and COUNTY allocated a portion of the HOME Funds to CITY; and

WHEREAS, the Parties entered into an Agreement ("Agreement") dated May 31, 2016, providing funding to CITY for housing rehabilitation; and

WHEREAS, the Parties desire to enter into this Second Amendment to extend the term of the Agreement for one (1) year in order to complete the Project; and

WHEREAS, this Second Amendment is necessary and reasonable under the circumstances, and is in the best interest of the public; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, and covenants hereinafter set forth, 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 9, Term of Agreement, is amended as follows:

The term of this Agreement shall commence retroactively to October 1, 2015, and shall end September 30, ~~2018-2019~~, as further described in Exhibit "~~C-1~~ C-2," Timetable/Schedule for Project, unless terminated earlier or extended pursuant to the terms of this Agreement. 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 ninety (90) 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.

3. Exhibit "C," Timetable/Schedule for Project, is amended to extend the time for completion as provided for in Exhibit "~~C-1~~ C-2," Timetable/Schedule for Project, attached hereto.
4. 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.
5. This Second Amendment shall be effective upon full execution by the Parties.
6. This Second Amendment shall be executed in four (4) counterparts, each of which shall be deemed to be an original.

As it relates to amended Agreement provisions, words in ~~struck-through~~ type are deletions from existing text and words in underscored type are additions to existing text.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second Amendment to Agreement: BROWARD COUNTY through its County Administrator, authorized to execute same by action of the Board on May 12, 2015, and CITY OF PEMBROKE PINES, signing by and through its Mayor duly authorized to execute same.

COUNTY

WITNESSES:

BROWARD COUNTY, through the
County Administrator

Signature

By _____
Bertha Henry

Print Name

____ day of _____, 2017

Signature

Print Name

Insurance requirements
approved by Broward County
Risk Management Division

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
Signature (Date)

By _____
Patrice M. Eichen (Date)
Assistant County Attorney

Print Name and Title above

PME:dp
1st Amend HOME ILA Pembroke Pines FY 2015 Rehab Activities
06/05/17
#17-129.13

SECOND AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF PEMBROKE PINES PROVIDING FOR DISBURSEMENT OF HOME PROGRAM FUNDS FOR HOUSING REHABILITATION PROGRAM - MINOR HOME REPAIR PROGRAM, FY 2015 FUNDING, IN THE AMOUNT OF \$159,691, AGREEMENT #:15-HFCD-157-HOME

CITY

CITY OF PEMBROKE PINES

ATTEST:

By _____
City Clerk

By _____
Mayor

Print/Type Name

_____ day of _____, 2017

By _____
City Manager

Print/Type Name

_____ day of _____, 2017

Approved as to form:

City Attorney

Exhibit “~~C-1~~” “C-2”**TIMETABLE/SCHEDULE FOR
PROJECT**

Work Task	Start-Up Date	Date of Completion
Identify and process Income Eligible Households	October 2015	March 2017 March 2018
Provide Monthly Progress Reports to COUNTY	One Month after execution of Agreement by the Parties	September 2017 September 2018 <u>September 2019</u>
Commence Work Write-Ups	One Month after execution of Agreement by the Parties	April 2017 April 2018
Commence Repairs	One Month after execution of Agreement by the Parties	June 2017 June 2018 <u>June 2019</u>
Repairs Completed	N/A	July 2017 July 2018 <u>July 2019</u>
Final Invoice to COUNTY	N/A	August 2017 August 2018 <u>August 2019</u>
Close-out Report	N/A	September 2017 September 2018 <u>September 2019</u>