

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN BROWARD COUNTY AND  
CITY OF PEMBROKE PINES PROVIDING FOR DISBURSEMENT OF HOME  
PROGRAM FUNDS FOR MINOR HOME REPAIR PROGRAM FY 2016-2017  
FUNDING IN THE AMOUNT OF \$198,559 AGREEMENT #: 16-HFCD-175-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 Pembroke Pines, 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 Program grant funding from the United States Department of Housing and Urban Development.
- B. On May 24, 2016 (Agenda Item No. 3), the Board adopted Resolution No. 2016-304, approving FY 2016-2017 HOME funding to City under County's HOME Program for minor home repair activities.
- C. On July 23, 2018, the Parties entered into the Agreement between Broward County and City of Pembroke Pines Providing for Disbursement of HOME Program Funds for Minor Home Repair Program FY 2016-2017 Funding in the Amount of \$198,559 Agreement #: 16-HFCD-175-HOME ("Agreement").
- D. City has requested, and County as agreed, that the time for completion of the Project (as defined in the Agreement) be extended to June 30, 2020.
- E. The Parties now desire to enter into this First Amendment to extend the time for completion of the Project.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are 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 amended as follows:

The term of this Agreement shall commence retroactively to October 1, 2016, and shall end ~~September 30, 2019~~ 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 (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, 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 PEMBROKE PINES, 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

CC/mdw  
First Amendment – HOME FY 16 Pembroke Pines  
06/26/19  
#449088

FIRST AMENDMENT TO THE AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF PEMBROKE PINES PROVIDING FOR DISBURSEMENT OF HOME PROGRAM FUNDS FOR MINOR HOME REPAIR PROGRAM FY 2016-2017 FUNDING IN THE AMOUNT OF \$198,559 AGREEMENT #: 16-HFCD-175-HOME

City

ATTEST:

CITY OF PEMBROKE PINES

\_\_\_\_\_  
Marlene Graham, City Clerk  
(SEAL)

By: \_\_\_\_\_  
Frank. C. Ortis, Mayor

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

By: \_\_\_\_\_  
Charles F. Dodge, City Manager

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

I HEREBY CERTIFY that I have approved this FIRST AMENDMENT as to form and legal sufficiency subject to execution by the Parties:

By: \_\_\_\_\_  
Sam Goren, City Attorney

**STATE OF FLORIDA  
COUNTY OF BROWARD**

The foregoing instruments were acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019 by **FRANK C. ORTIS** as Mayor, **CHARLES F. DODGE** as City Manager, and **MARLENE GRAHAM** as City Clerk of the City of Pembroke Pines, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed, or Stamped)

\_\_\_\_\_  
Commission Number

**EXHIBIT "C"****TIMETABLE/SCHEDULE FOR PROJECT****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 1, 2017	<del>March 31, 2018</del> <u>March 31, 2019</u>
Provide Monthly/Quarterly Progress Reports to County, as applicable	One month after execution of Agreement by the Parties	<del>September 30, 2019</del> <u>June 30, 2020</u>
Commence Work Write- Ups	One month after execution of Agreement by the Parties	<del>April 30, 2018</del> <u>September 30, 2019</u>
Commence Repairs	One month after execution of Agreement by the Parties	<del>June 30, 2019</del> <u>March 31, 2020</u>
Repairs Completed	N/A	<del>July 31, 2019</del>
<u>Repairs Completed</u>	<u>N/A</u>	<u>June 15, 2020</u>
<del>Final Invoice to COUNTY</del>	<del>N/A</del>	<del>August 31, 2019</del>
<u>Provide Initial Close Out Report to County at 75%</u>	<u>N/A</u>	<u>April 30, 2020</u>
Provide <u>final</u> Close Out Report to County	N/A	<del>September 30, 2019</del> <u>June 30, 2020</u>