



## **FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF PEMBROKE PINES PROVIDING FOR DISBURSEMENT OF HOME PROGRAM FUNDS FOR MINOR HOME REPAIR PROGRAM FOR FISCAL YEAR 2018 – 2019**

This First Amendment ("First Amendment") to the Agreement (as defined below) is made and entered 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 referred to as the "Parties").

### **RECITALS**

A. At its August 14, 2018, meeting (Agenda Item No. 43), the Broward County Board of County Commissioners ("Board") approved fiscal year 2018-2019 HOME Investments Partnerships Act Program funding.

B. On June 28, 2019, 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 for Fiscal Year 2018-2019 ("Agreement").

C. City has requested, and County has agreed, that the term of the Agreement be extended to July 31, 2021, and the Parties now desire to enter into this First Amendment to extend the term of the Agreement.

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 this 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. The first sentence of Article 10 of the Agreement shall be amended as follows:

The term of this Agreement shall commence retroactively on October 1, 2018 ("Effective Date"), and shall end on ~~September 30, 2020~~ July 31, 2021, unless terminated earlier or extended pursuant to the terms of this Agreement.

5. Exhibit C to the Agreement, Project Timeline, 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.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the Parties have made and executed this Agreement: BROWARD COUNTY, through the County Administrator, authorized to execute same by action of the Board on the 14th day of August, 2018 (Agenda Item No. 43), and CITY OF PEMBROKE PINES, signing by and through its Mayor or Vice Mayor duly authorized to execute same.

COUNTY

WITNESSES:

BROWARD COUNTY, by and through its  
County Administrator

\_\_\_\_\_  
Signature

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

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

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
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: \_\_\_\_\_  
Alicia C. Lobeiras (Date)  
Assistant County Attorney

By: \_\_\_\_\_  
Annika E. Ashton (Date)  
Deputy County Attorney

FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND CITY  
OF PEMBROKE PINES PROVIDING FOR DISBURSEMENT OF HOME PROGRAM  
FUNDS FOR MINOR HOME REPAIR PROGRAM FOR FISCAL YEAR 2018 – 2019

CITY

ATTEST:

CITY OF PEMBROKE PINES

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

By: \_\_\_\_\_  
Mayor  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_  
City Manager  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

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

## EXHIBIT C

### PROJECT TIMELINE

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

<b><u>WORK TASKS</u></b>	<b><u>START-UP</u></b>	<b><u>COMPLETION</u></b>
Identify and process Income Eligible Households	June 15, 2019	October 31, 2019
Provide Monthly/Quarterly Progress Reports to County	July 1, 2019	June 10, 2021
Commence Work Write-Ups	October 31, 2019	January 15, 2020
Commence Repairs	May 30, 2020	N/A
Repairs Completed	N/A	April 30, 2021
Final Invoice to County	N/A	July 31, 2021
Provide Final Quarterly Progress Report to County	N/A	July 30, 2021