

FIRST AMENDMENT TO
INTERLOCAL AGREEMENT

Between

BROWARD COUNTY

and

CITY OF MARGATE

for

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

FY 2014 FUNDING

IN THE AMOUNT OF \$78,448.00

Agreement No. 14-HFCD-136-HOME

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This is a First Amendment to Interlocal Agreement ("First 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 MARGATE, a municipal corporation of the State of Florida, hereinafter referred to as "CITY," collectively referred to as the "Parties."

RECITALS

WHEREAS, the Parties are members of the Broward County HOME Investment Partnership Program Consortium ("HOME Consortium"), and are subject to the terms and conditions of that certain HOME Consortium Agreement entered into by all HOME Consortium members dated June 14, 2011; said HOME Consortium Agreement is incorporated herein by reference; and

WHEREAS, COUNTY, in its representative capacity to the U. S. Department of Housing and Urban Development ("H.U.D.") for all members of the Consortium, is the recipient of HOME Investment Partnership Program grants funds ("HOME Funds") from H.U.D., and COUNTY allocated a portion of the HOME Funds to various municipalities within the HOME Consortium, including CITY; and

WHEREAS, the Parties entered into an Agreement ("Agreement") dated September 25, 2014, providing funding to CITY for housing rehabilitation; and

WHEREAS, the Parties desire to enter into this First Amendment to extend the term of the Agreement in order for the CITY to complete the Project, as provided for herein; 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 6, Timetable, is amended as follows:

The term of this Agreement shall commence on October 1, 2014 ("Effective Date"), and shall end September 30, ~~2016~~ 2017, as further described in Exhibit "~~C~~ C-1," Timetable/Schedule for Project, unless extended or terminated earlier as provided for herein. This Agreement may be extended by the Parties for additional term(s) of up to one (1) year each, upon CITY's written request to the Contract Administrator, in order to complete the Project. For COUNTY, the County Administrator is authorized to enter into any extensions to the term of this Agreement. CITY shall expend the HOME Funds allocated to the Project within the term of this Agreement.

3. Exhibit "C," Timetable/Schedule for Project, is amended to extend the time for completion as provided for in Exhibit "~~C~~ C-1," 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 First Amendment shall be effective upon full execution by the Parties.

6. This First 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 First Amendment to Interlocal Agreement: BROWARD COUNTY through its County Administrator, authorized to execute same by action of the Board on May 13, 2014, and CITY OF MARGATE, 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 _____, 2016

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 Margate Housing Rehab FY14
07/28/16
#16-129.13

FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF MARGATE FOR DISBURSEMENT OF HOME PROGRAM FUNDS HOUSING REHABILITATION PROGRAM – MINOR HOME REPAIR FY 2014 FUNDING IN THE AMOUNT OF \$78,448.00, AGREEMENT NO. 14-HFCD-136-HOME

CITY

CITY OF MARGATE

ATTEST:

By _____
City Clerk

By _____
Mayor

Print/Type Name

_____ day of _____, 2016

By _____
City Manager

Print/Type Name

_____ day of _____, 2016

Approved as to form:

City Attorney

EXHIBIT "C" "C-1"

TIMETABLE/SCHEDULE FOR PROJECT
FY 2014 FUNDING

| Work Task | Start-Up Date | Date of Completion |
|---------------------------------|----------------------|--|
| | | |
| Program Marketing/Public Notice | October 1, 2014 | December 31, 2014 |
| Application Processing | November 1, 2014 | April 30, 2015 |
| Monthly Progress Reports | December 1, 2014 | September 30, 2016 <u>September 20, 2017</u> |
| Repairs in Progress | January 1, 2015 | August 30, 2016 <u>August 30, 2017</u> |
| Repairs Completed | June 1, 2016 | August 30, 2016 <u>August 30, 2017</u> |
| Close-out Report | August 1, 2016 | September 30, 2016 <u>September 30, 2017</u> |