

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD
COUNTY AND CITY OF MARGATE PROVIDING FOR FUNDING AND
ADMINISTRATION BY COUNTY OF CITY'S DEVELOPMENT BLOCK GRANT
(CDBG) PROGRAM**

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 Margate, a municipal corporation of the State of Florida ("City") (collectively referred to as the "Parties").

RECITALS

A. On May 21, 2018, the Parties entered into that certain Interlocal Agreement between County and City Providing for Funding and Administration by County of City's 42nd and 43rd Year Community Development Block Grant (CDBG) Program ("Agreement").

B. On August 14, 2018, the Broward County Board of County Commissioners adopted Resolution No. 2018-352, approving County's administration of CDBG Program funds on behalf of City for fiscal year 2018-2019.

C. On March 28, 2019, the Broward County Board of County Commissioners authorized a substantial change to County's consolidated plan and fiscal year 2018-2019 annual action plan to reflect the reduction made by the Department of Housing and Urban Development (HUD) to City's awarded CDBG Program funds for fiscal year 2018-2019.

D. The Parties desire to enter into this First Amendment to increase the amount of funding by adding fiscal year 2018-2019 funding, to correct a scrivener's error in Exhibit B, and 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. This First Amendment shall be effective as of the date it is fully executed by the Parties.

3. Amendments to the Agreement made herein are indicated by use of strikethrough text to show deletions and underlining to show additions.

4. The title and cover page of the Agreement shall be amended as follows:

INTERLOCAL AGREEMENT

Between

BROWARD COUNTY

and

CITY OF MARGATE

PROVIDING FOR FUNDING AND ADMINISTRATION BY COUNTY OF CITY'S
~~42nd and 43rd~~ YEAR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROGRAM

~~IN THE AMOUNT OF \$338,937 Federal FY 2016-2017~~
~~\$326,970 Federal FY 2017-2018~~

5. Section 4.1 of the Agreement shall be amended as follows:

4.1 To total amount of CDBG Funds under this Agreement is \$338,937 for Federal FY 2016-~~2017~~ 2017, and \$326,970 for Federal FY 2017-2018, and \$167,202 for Federal FY 2018-2019, as further described in Exhibit "B," Cost/Budget for Project.

COUNTY shall draw down CDBG Funds directly from HUD, through the Integrated Disbursement and Information System ("IDIS"), for payment of CDBG Program eligible expenses including, but not limited to, direct service delivery costs, not to exceed Fifteen percent (15%), in accordance with this Agreement, in addition to Twenty percent (20%) of the total funding and Program Income (described in Section 8.5) for each fiscal year under this Agreement for administration costs related to COUNTY's preparation, implementation, and administration of CITY's CDBG Program in CITY.

6. Article 9 of the Agreement shall be amended as follows:

The term of this Agreement shall commence retroactively to October 1, 2016, and continue through ~~September 30, 2019~~ September 30, 2020, unless terminated earlier or extended pursuant to the terms of this Agreement. COUNTY may submit a written request for an extension to the term of this Agreement to the Designated Representative no less than ninety (90) days prior to the expiration date. In the event the Designated Representative approves an extension to the term of this Agreement, the Parties shall enter into an amendment as provided in Section 12.16.

7. Exhibit "B" to the Agreement is hereby deleted and replaced in its entirety with Exhibit "B" attached hereto and incorporated herein.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

[Signature Pages Follow]

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 14th day of August, 2018 (Agenda Item No. 43), and CITY OF MARGATE, a municipal corporation of the State of Florida, 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: _____
Michael J. Kerr (Date)
Deputy County Attorney

FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF MARGATE PROVIDING FOR FUNDING AND ADMINISTRATION BY COUNTY OF CITY'S COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

CITY

ATTEST:

CITY OF MARGATE

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 "B"
COST/BUDGET FOR PROJECT

FUNDING SOURCE	PROGRAM	BUDGET
CDBG FY 2016	Purchase Assistance	\$135,575
CDBG FY 2016	Residential Rehabilitation	\$135,575
CDBG FY 2016	Planning and Administration	\$67,787
CDBG FY 2016	TOTAL ESTIMATED ALLOCATION:	\$338,937
CDBG FY 2017	Purchase Assistance	\$130,788
CDBG FY 2017	Residential Rehabilitation	\$130,788
CDBG FY 2017	Planning and Administration	\$65,394
CDBG FY 2017	TOTAL ESTIMATED ALLOCATION:	\$326,970
CDBG FY 2018	Purchase Assistance	\$53,677
CDBG FY 2018	Residential Rehabilitation	\$80,085
CDBG FY 2018	Planning and Administration	\$33,440
CDBG FY 2018	TOTAL ESTIMATED ALLOCATION:	\$167,202
		(Reflects HUD Grant Reduction)
CDBG Totals		
Total Estimated Purchase Assistance Budget:		\$320,040
Total Estimated Residential Rehabilitation Budget:		\$346,448
Total Estimated Planning and Administration Budget:		\$166,621
GRAND TOTAL OF ESTIMATED PROJECT BUDGETS:		\$833,109

BUDGET NARRATIVE:

The maximum amount of CDBG Funds allocated to CITY under the Agreement for administration of the Project by COUNTY shall be Eight Hundred Thirty-three Thousand One Hundred Nine Dollars (\$833,109). This amount shall be distributed in accordance with the estimated annual allocation of \$338,937 FY 2016-2017, \$326,970, FY 2017-2018, and \$167,202 (FY 2018-2019).

In the event HUD amends the annual CDBG funding allocation to CITY, COUNTY shall amend CITY's allocation proportionately.

Federal FY 2016-2017

Purchase Assistance Program for FY 2016-2017: \$135,575 in CDBG Funds will be allocated to eligible direct service delivery costs to assist a minimum of two (2) Income Eligible Households, at a maximum of Fifty Thousand Dollars (\$50,000) each, with homeownership activities including, but not limited to, down-payment/closing costs, and principal write-downs.

Residential Rehabilitation Program for FY 2016-2017: \$135,575 in CDBG Funds will be allocated to eligible direct service delivery costs to assist a minimum of two (2) Income Eligible Households (homeowners), at a maximum of Fifty Thousand Dollars (\$50,000) each, with housing rehabilitation.

Planning and Administration for FY 2016-2017: \$67,787 in CDBG Funds will be allocated to COUNTY for the administration of the CDBG Program in accordance with the CDBG grant funding requirements and the Agreement, including, but not limited to, develop and implement a consolidated strategic plan and subsequent annual action plans for the administration of CDBG-eligible projects within CITY's municipal boundaries.

Federal FY 2017-2018

Purchase Assistance Program for FY 2017-2018: \$130,788 in CDBG Funds will be allocated to eligible direct service delivery costs to assist a minimum of two (2) homebuyers with homeownership activities including, but not limited to, down-payment assistance/closing costs, and principal write-downs.

Residential Rehabilitation Program for FY 2017-2018: \$130,788 in CDBG Funds will be allocated to eligible direct service delivery costs to assist a minimum of two(2) Income Eligible Households (homeowners), at a maximum of Fifty Thousand Dollars (\$50,000) each, with housing rehabilitation.

Planning and Administration for FY 2017-2018: \$65,394 in CDBG Funds will be allocated for the administration of the CDBG grant funding requirements and the Agreement, including, but not limited to, develop and implement a consolidated strategic plan and subsequent annual action plans for the administration of CDBG-eligible projects within CITY's municipal boundaries.

Federal FY 2018-2019

Purchase Assistance Program for FY 2018-2019: \$53,677 in CDBG Funds will be allocated to eligible direct service delivery costs to assist a minimum of (1) homebuyer/s with homeownership activities including, but not limited to, down-payment assistance/closing costs, and principal write-downs.

Residential Rehabilitation Program for FY 2018-2019: \$80,085 in CDBG Funds will be allocated to eligible direct service delivery costs to assist a minimum of one (1) Income Eligible Household/s (homeowner/s), at a maximum of Fifty Thousand Dollars (\$50,000) each, with housing rehabilitation.

Planning and Administration for FY 2018-2019: \$33,440 in CDBG Funds will be allocated for the administration of the CDBG grant funding requirements and the Agreement, including, but not

limited to, develop and implement a consolidated strategic plan and subsequent annual action plans for the administration of CDBG-eligible projects within CITY's municipal boundaries.