

**FIRST AMENDMENT TO AGREEMENT BETWEEN
BROWARD COUNTY AND COLLECTIVE COMMUNITY INITIATIVE, LLC FOR MINOR HOME
REPAIR IN NW POMPANO BEACH CRA RESIDENTIAL DISTRICT**

This First Amendment is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and Collective Community Initiative, LLC, a Florida limited liability company ("CCI") (collectively referred to as the "Parties").

RECITALS

A. The Parties entered into the Agreement between Broward County and Collective Community Initiative, LLC, for minor home repair in NW Pompano Beach CRA Residential District, dated December 28, 2021 (the "Agreement"), to provide minor home repair in NW Pompano Beach CRA Residential District.

B. The Parties now desire to amend the Agreement to extend the Initial Term of the Agreement (as defined in the Agreement) until April 15, 2023, to increase the not-to-exceed amounts, and to make certain other changes.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

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 to the Agreement made pursuant to this First Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

3. Section 4.1 of the Agreement is amended as follows:

4.1. Term. The term of this Agreement shall begin on the date this Agreement is fully executed by the Parties ("Effective Date"), and shall end on ~~December 31, 2022~~ **April 15, 2023** ("Initial Term"), unless terminated earlier or extended pursuant to the terms of this Agreement. Upon written approval the Contract Administrator prior to the end of the Initial Term, this Agreement may be extended for up to one (1) additional year, in which event the same terms and conditions, including rates, shall continue to apply for the one-year extension term.

4. Section 5.1 of the Agreement is amended as follows:

5.1 Maximum Amounts. For all goods and services provided under this Agreement, County will pay CCI up to a maximum amount as follows:

Services/Goods	Not-To-Exceed Amount
Project Costs (all fees paid to Contractors and Subcontractors for Projects, excluding Excess Project Costs and CCI Administration Fee)	\$325,000.00 <u>\$465,000.00</u>
CCI Administration Fee for Project Costs <u>(including Monthly Administration Fee)</u>	\$55,250.00 <u>\$79,050.00</u>
Excess Projects Costs (excluding CCI Administration Fee)	\$42,735.00
CCI Administration Fee for Excess Project Costs (17% of invoiced Excess Project Costs)	\$7,265.00
TOTAL NOT TO EXCEED	\$430,250.00 <u>\$594,050.00</u>

Except as otherwise expressly stated in this Agreement, pPayment shall be made only for Services actually performed and completed pursuant to this Agreement, as set forth in Exhibit C (Program Budget and Payment Schedule), which amount shall be accepted by CCI as full compensation for all such Services. CCI acknowledges that the amounts set forth in this Agreement are the maximum amounts payable and constitute a limitation upon County's obligation to compensate CCI for work under this Agreement. These maximum amounts, however, do not constitute a limitation of any sort upon CCI's obligation to perform all Services. Unless and except to the extent expressly required in this Agreement, CCI shall not be reimbursed for any expenses it incurs.

5. Section 5.2 of the Agreement is amended as follows:

5.2. Requests for Payment. CCI shall invoice County for Services performed ~~for each Project only upon Project Completion,~~ **as follows:**

- (a) for the first nine (9) months of the Initial Term, a Monthly Administration Fee per Exhibit C;**
(b) For each of the 26 Projects, an initial invoice for the Project cost plus half (50%) of the total CCI Administration Fee for the Project, through a Request for Payment submitted with the following documentation for the applicable Project: Work Authorization fully executed by County; fully executed Homeowner and Contractor Agreement; and Mortgage and Note executed by homeowner with accompanying recording fee; and

(c) Upon completion of each Project, a second invoice for the remainder of the applicable CCI Administration Fee (minus offset as set forth below) with the documentation listed below.

All invoices must utilize the Request for Payment form provided in Exhibit F. All Requests for Payment must be in accordance with the Program Budget set forth in Exhibit C and only be for Services performed. The total CCI Administration Fee, including the Monthly Administration Fee and the per-Project Administration Fee, for all Projects shall not exceed 17% of the total Project Costs (including Excess Project Costs). CCI shall ensure the second invoices for the remainder of the CCI Administration Fee for each Project are reduced to offset the total Monthly Administration Fee (i.e., an offset of \$1,125/Project for each of the 26 Projects).

Upon completion of each Project, CCI shall submit the following information to County with each the Request for Payment along with all other supporting documentation listed in the Request for Payment the second invoice for the remainder of the CCI Administration Fee (minus the offset):

5.2.1. The applicable Work Authorization number(s) and nature of the work performed;

5.2.2. Copies of any contracts, estimates, proposals, purchase orders, change orders, or equivalent documents authorizing any work or activities by a Subcontractor or a third party for which it is seeking payment the Project;

5.2.32. For materials, copies of quotations, estimates, proposals, or paid receipts from vendor/supplier or credit card receipts; for Contractor expenses or services, Aa certified copy of the Contractor's proposal, quotation, or invoices for the Project indicating the work, services, or activities rendered, or material purchases, and the actual dates for same in accordance with the Homeowner-Contractor Agreement;

5.2.43. A certification by CCI's administrator that the services being invoiced have been received or completed contracted for by CCI or the homeowner;

5.2.54. A signed acknowledgment of the homeowner certifying that the homeowner has received all warranty documents required by law;

5.2.65. Trailing lien waivers (i.e., final lien releases or cancelled checks) providing evidence that previous payments made on the basis of prior Request for Payments have been funded to the appropriate Contractors, Subcontractors, suppliers, or trades.

6. Exhibits B, C, F, and G are replaced in its entirety with amended Exhibits B, C, F, and G attached hereto.

7. In the event of any conflict or ambiguity between this First Amendment and the Agreement, the Parties agree that this First Amendment shall control. The Agreement, as amended herein by 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 hereof that are not contained in the Agreement as amended in this First Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

8. 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 any other.

9. Contractor acknowledges that through the date this First Amendment is executed by Contractor, Contractor has no claims or disputes against County with respect to any of the matters covered by the Agreement.

10. The effective date of this First Amendment shall be the date of complete execution by the Parties.

11. This First Amendment may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 2022, and Collective Community Initiative, LLC, signing by and through its CEO, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 2022

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

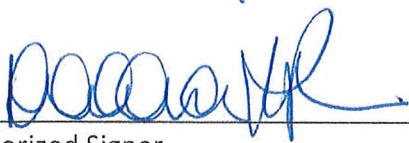
By:  _____
René D. Harrod (Date)
Chief Deputy County Attorney

Digitally signed by René D.
Harrod
Reason: Approved as to form
Date: 2022.09.22 16:05:27 -04'00'

RDH/cv
2022-09-22 CCI First Amendment
09/22/2022
#612036.2

FIRST AMENDMENT TO AGREEMENT BETWEEN
BROWARD COUNTY AND COLLECTIVE COMMUNITY INITIATIVE, LLC FOR MINOR HOME
REPAIR IN NW POMPANO BEACH CRA RESIDENTIAL DISTRICT

CONTRACTOR

By: 
Authorized Signer

Dahlia Baker, Chief Executive Officer
Print Name and Title

22 day of September, 20 22

WITNESS/ATTEST:

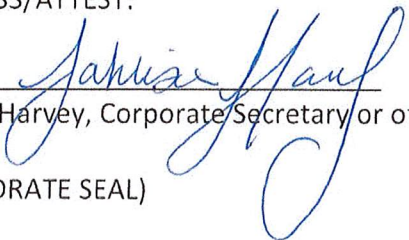
By: 
Jahliisa Harvey, Corporate Secretary or other witness
(CORPORATE SEAL)

EXHIBIT B
Project Schedule

The table below lists the main work tasks required to be completed by CCI prior to the expiration of the Agreement. The deadlines stated below may be adjusted upon request of CCI and written approval of the Contract Administrator.

Milestone/Task	Deadline for Completion
Complete community outreach	March 1, 2022
Homeowner Selection	March 31, 2022
Inspection and Competitive Solicitation Procedures	May 30, 2022 (first group) September 30, 2022 (second group) October 30, 2022 (third group)
Preparation and completion of Work Authorizations and Homeowner-Contractor Agreements	October 30, 2022
Project work	January 30, 2023
Program closeout	April 15, 2023

**EXHIBIT C
PROGRAM BUDGET**

Activity	Amount/Unit	Amount
Minor Home Repair (pursuant to Work Authorizations)	\$15,000 per home (plus up to an additional \$15,000 for roof repair/replacement)	Not to exceed \$465,000
CCI Monthly Administration Fee (payable monthly in advance; only payable for first 9 months of Initial Term)	\$3,250 per month for the first 9 months of the Initial Term	Collectively not to exceed \$79,050*
CCI Project Administration Fee	17% of Project Costs, up to maximum of \$3,040 per project	
	17% on Excess Project Costs (if needed; as detailed below)	Not to exceed \$7,265
Excess Project Costs (if needed) (excluding CCI Project Administration Fee)	As detailed below	Not to exceed \$42,735
TOTAL		\$594,050

* For the first 9 months of the Initial Term, CCI shall be paid a Monthly Administration Fee of \$3,250/month, which shall constitute and be allocated as advance payments toward the 17% CCI Administration Fee permitted on the Projects. As a result of these advance payments, the actual invoiced amount of the CCI Administration Fee for Projects will be less than 17%. The Parties shall cooperate, and CCI shall adjust the invoiced amount of the CCI Administration Fee for Projects (reduced approximately \$1,125 per Project), to ensure the total Project Administration Fee for all Projects does not exceed 17% of the total cost for all Projects.

The above amounts are the anticipated total Program costs. However, if CCI and the Contract Administrator determine that additional amounts are required for one or more Projects, the County Administrator may approve the utilization of Excess Projects Costs in a total amount not more than \$50,000 inclusive of the 17% CCI Project Administration Fee. Any such Excess Project Costs shall be allocated in accordance with the terms of the Agreement utilizing Quotations, Work Authorization, and Change Orders, as applicable.

**EXHIBIT F
REQUEST FOR PAYMENT**

Payee: _____

Homeowner Name:

Address:

Project Cost Amount:

Attachments:

- **Approved Work Authorization**
- **Executed Homeowner Contractor Agreement**
- **Executed Mortgage/Note**

Final Project Accounting:

Description	Services Provided by Contractor	Amount
Administration Fee	CCI	
Total Project Costs		

Attachments:

- Final Inspection Report
- Building permit cards (signed off)
- Homeowner Satisfaction Survey
- Contractor detailed invoice
- Copy of Warranty to Homeowner
- Signed receipt from Homeowner for warranty and product warranties
- Final lien releases
- Proof of payment for prior Request For Payment (if applicable)

Certification: I certify that this billing is correct and just, and based upon obligations of records for the Project; that the work and services are in accordance with Broward County approved Agreement, including any amendments thereto; and that the progress of the work and services under the Agreement are satisfactory and are consistent with the amount billed.

Signature and title of Authorized Official

Date

Approved:

Signature and title of County Designee

Date

**EXHIBIT G
PROGRAM GUIDELINES**

MINOR HOME REPAIR PROGRAM-BROWARD COUNTY

Funding Available: \$465,000

Eligibility

- Home located within the Residential District of the Northwest District of the Pompano Beach Community Redevelopment Agency (13 homes in Municipal District 4; and 13 homes in Municipal District 5).
- Home is owner-occupied homesteaded property with a market value (according to the Broward County Property Appraiser) of not more than \$200,000 (or such higher amount approved in writing by the Contract Administrator).
- 13 homes in each of Municipal District 4 and Municipal District 5
- Selected homes shall be within a one-block radius of at least three other homes that are part of the Program.
- Property must be owner occupied, verified by CCI
- No unpermitted or illegal additions allowed
- Proof of homeowner's insurance
- Proof of paid property taxes, verified by CCI

Permitted Repairs

- Exterior paint (including repair/replacement of fascia boards and soffits)
- Driveway/sidewalk repair
- Roof repair/replacement, including sheathing replacement, roof deck strengthening, hurricane strap installation
- Window and door repair/replacement
- Hurricane storm shutters
- Fencing repair/replacement/installation
- Landscaping, mailboxes, and house numbers
- Other minor home repair approved by County as a project to eliminate slum and blight

Award

- Up to \$15,000 per household (plus up to an additional \$15,000 for roof repair/replacement if approved by Division; any increases above that amount require County Administrator approval)

Contractor selection criteria

- Contractor must meet licensing requirements and be registered with Broward County
- Selection will be through competitive bid process
- Homeowner-Contractor Agreement will be executed in the form provided by County

Loan terms

- Five (5) year zero percent (0%) interest, deferred payment loan; secured by mortgage
- Payment due upon sale, transfer, or refinance of property within five (5) year loan term
- Loan forgiven (mortgage satisfied) after the five (5) year loan term in compliance with loan documents
- In the event of termination of homestead exemption, the loan becomes due.