

FIRST AMENDMENT TO THE SHIP FUNDING AGREEMENT BETWEEN BROWARD COUNTY AND BROWARD COUNTY MINORITY BUILDERS COALITION, INC. FOR STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) FUNDING HOME REPAIR STRATEGY FY 2018 IN THE AMOUNT OF \$907,500

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 Broward County Minority Builders Coalition, Inc., a Florida not-for-profit corporation ("BCMBC") (collectively, County and BCMBC are the "Parties").

RECITALS

- A. County is a recipient of Florida State Housing Initiatives Partnership ("SHIP") funds pursuant to Section 420.907, Florida Statutes.
- B. On April 24, 2018 (Agenda Item No. 16), the Broward County Board of County Commissioners adopted Resolution No. 2018-24 providing SHIP funding to BCMBC as a consultant under County's SHIP Program Minor Home Repair Strategy Option.
- C. On March 6, 2019, the Parties entered into the SHIP Funding Agreement between Broward County and Broward County Minority Builders Coalition, Inc. for State Housing Initiatives Partnership (SHIP) Funding Home Repair Strategy FY 2018 Funding in the Amount of \$800,000 ("Agreement").
- D. BCMBC has requested, and County has agreed, that the time for completion of the Project be extended to September 30, 2020.
- E. County desires to provide additional funding in the amount of One Hundred Seven Thousand Five Hundred Dollars (\$107,500) to BCMBC to complete the Project.
- F. The Parties now desire to enter into this First Amendment to extend the time for completion of the Project and to increase BCMBC's allocation of SHIP funds.

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 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 title of the Agreement is hereby amended as follows:

SHIP FUNDING AGREEMENT BETWEEN BROWARD COUNTY AND BROWARD COUNTY MINORITY BUILDERS COALITION, INC. FOR STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) FUNDING HOME REPAIR STRATEGY IN THE AMOUNT OF ~~\$800,000~~ \$907,500

5. Article 3 of the Agreement is hereby amended as follows:

The term of this Agreement shall commence retroactive to June 30, 2018 ("Effective Date"), and shall end on the earlier of the Project Completion date, or ~~June 30, 2020~~ September 30, 2020, unless extended or terminated earlier as provided for herein. BCMBC may submit a written request for an extension to the term of this Agreement to the Contract Administrator no less than ninety (90) days prior to the expiration date. In the event the Contract Administrator approves an extension to the term of this Agreement, the Parties shall enter into an amendment as provided in Section 12.17.

6. Section 4.1 of the Agreement is hereby amended as follows:

4.1 The total compensation to be paid under this Agreement, inclusive of the service delivery costs to BCMBC described in Section 4.2, shall not exceed ~~Eight Hundred Thousand Dollars (\$800,000)~~ Nine Hundred Seven Thousand Five Hundred Dollars (\$907,500). SHIP Funds must be expended by the end of the term provided in Article 3. It is acknowledged and agreed by the Parties that the dollar limitation set forth in this Agreement is a limitation upon, and describes the maximum extent of COUNTY's obligation to compensate BCMBC, but does not constitute a limitation, of any sort, upon BCMBC's obligation to incur such expenses in the performance of the services in accordance with this Agreement.

7. Section 4.2 of the Agreement is hereby amended as follows:

The amount of SHIP Funds to be provided by COUNTY in Section 4.1, includes a fee of ~~Ninety-six Thousand Dollars (\$96,000)~~ One Hundred Eight Thousand Nine Hundred Dollars (\$108,900) to be paid to BCMBC for costs associated with the provision of delivering services. Service delivery costs shall include, but are not limited to, conducting property survey and inspection, ensuring Subcontractor selection, conducting on-site visits, handling dispute resolution and lien matters, obtaining and maintaining documentation required by this Agreement, maintaining accurate accounting records, and ensuring payment to all Subcontractors.

8. Exhibit A, Project Description, is hereby deleted and replaced in its entirety with Exhibit A attached hereto and incorporated herein.

9. Exhibit B, Cost/Budget for Project, is hereby deleted and replaced in its entirety with Exhibit B attached hereto and incorporated herein.
10. Exhibit C, Timetable/Schedule for Project, is hereby deleted and replaced in its entirety with Exhibit C attached hereto and incorporated herein.
11. 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.
12. 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.
13. 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.
14. 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.
15. BCMBC represents and warrants that this First Amendment constitutes the legal, valid, binding, and enforceable obligation of BCMBC, and that neither the execution nor performance of this First Amendment constitutes a breach of any agreement that BCMBC has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to BCMBC. BCMBC further represents and warrants that execution of this First Amendment is within BCMBC's legal powers, and each individual executing this First Amendment on behalf of BCMBC is duly authorized by all necessary and appropriate action to do so on behalf of BCMBC and does so with full legal authority.

[Signatures on the following pages]

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 _____, 20__, and BROWARD COUNTY MINORITY BUILDERS COALITION, INC., signing by and through its President/CEO, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

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

By _____
Mayor

____ day of _____, 20__

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

By: Claudia Capdesuner 3/31/2020
Claudia Capdesuner (Date)
Assistant County Attorney

By: Annika E. Ashton 04/08/2020
Annika E. Ashton (Date)
Deputy County Attorney

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BCMBC

WITNESSES:

A. D. Wright
Signature

ANTHONY D. WRIGHT
Print Name of Witness above

Patricia Andrade
Signature

Patricia Andrade
Print Name of Witness above

BROWARD COUNTY MINORITY BUILDERS COALITION, INC.

By [Signature]
Authorized Signor

Brian C. Johnson, Pres / COO
Print Name and Title

30 day of MARCH, 2020

ACKNOWLEDGMENT

STATE OF Florida }
COUNTY OF Broward }

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 30th day of March, 2020, by Brian C. Johnson, as President/CEO, who is personally known to me or who has produced _____ as identification.

[Signature]
NOTARY PUBLIC

Printed Name of Notary: JANICE HAYES
Commission Expires: 8/3/2022
Commission No.: GG-204891

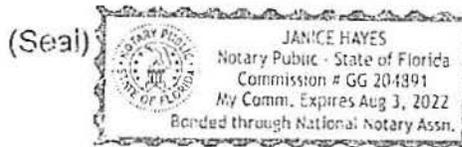


EXHIBIT A

PROJECT DESCRIPTION

FY 2018

SHIP Funds: \$907,500

Project Description – Broward County including City of Margate and City of Weston SHIP Program Home Repair Strategy

SHIP Funds in the amount of \$907,500, provided by COUNTY under this Agreement shall be used by BCMBC to provide Home Repair activities. Approximately twenty-four (24) Income Eligible Households shall be assisted for SHIP Eligible Activities under the SHIP Rules and Regulations.

MUNICIPALITY	FUNDING AVAILABLE	MAXIMUM AMOUNT PER UNIT	MINIMUM UNITS TO BE ASSISTED
Broward County	\$335,786	\$40,000	Seven (7)
City of Margate	\$423,714	\$25,000	Fourteen (14)
City of Weston	\$148,000	\$40,000	Three (3)
Totals	\$907,500	-	Twenty-four (24)

COUNTY's Responsibilities:

- Applicants shall be processed by COUNTY to determine income eligibility in accordance with COUNTY's Local Housing Assistance Plan guidelines.
- Refer Income Eligible Households to BCMBC
- Ensure that each Income Eligible Household assisted with SHIP Funds under this Agreement executes a Mortgage and Promissory Note, and a Declaration of Restrictive Covenants, collects the applicable recording fees, and submits such documentation COUNTY for recording.

BCMBC's Responsibilities:

- Provide COUNTY with an individual scope of work for each property to be assisted prior to committing any SHIP Funds.
- Ensure a Notice to Proceed, in the form attached to this Agreement as Exhibit H is signed by BCMBC, its Subcontractor, if a Subcontractor is used to perform all or a part of the Individual Project, the Income Eligible Homeowner, and the Contract Administrator prior to commencing construction.
- Ensure required building permits are issued.

- Ensure all permits are approved by the appropriate building officials prior to submitting the final invoice for payment to COUNTY.
- Ensure Income Eligible Holds each execute a final walkthrough document in a form approved by COUNTY.
- Ensure punch-list items are completed prior to submitting the final invoice for payment to COUNTY.
- Ensure all liens are waived prior to submitting the final invoice for payment to COUNTY.

EXHIBIT B

COST/BUDGET FOR PROJECT

	FUNDING SOURCE	
<u>CATEGORY</u>	<u>SHIP FUNDS</u>	<u>TOTAL</u>
A. Construction costs	\$726,000	\$726,000
B. Project Delivery costs	\$72,600	\$72,600
C. Service Delivery costs	\$108,900	\$108,900
D. Totals	\$907,500	\$907,500

BUDGET NARRATIVE

- A. **Construction costs:** Direct client subsidy – Cost of construction for a minimum of twenty-four (24) Income Eligible Households. Construction costs to be included in each Individual Project's SHIP Mortgage and Promissory Note.
- B. **Project Delivery costs:** Costs include, but are not limited to, assessments, work write-up (specifications) permits, and all inspections services. Project Delivery costs to be included in each Individual Project's SHIP Mortgage and Promissory Note.
- C. **Service Delivery costs:** Overall Project oversight and implementation of procurement procedures as stated in Article 2 of this Agreement.
- D. **Totals:** Total SHIP Funds under this Agreement.

EXHIBIT C

TIMETABLE/SCHEDULE FOR PROJECT

<u>Work Task</u>	<u>Start-Up</u>	<u>Completion</u>
Assess referrals	Upon execution of the Agreement by the Parties	April 15, 2020
Provide Monthly Progress Reports to COUNTY	One (1) month after execution of the Agreement by the Parties	September 30, 2020
Provide Final Program Report to COUNTY	N/A	September 30, 2020