

**SECOND AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND
BROWARD COUNTY MINORITY BUILDERS COALITION , INC., PROVIDING FOR
STATE HOUSING INITIATIVES PARTNERSHIP FUNDING FOR HOME REPAIR
STRATEGY FISCAL YEAR 2019-2020 FUNDING**

This Second Amendment ("Second 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 ("Sponsor") (collectively referred to as the "Parties").

RECITALS

- A. County is a recipient of Florida State Housing Initiatives Partnership ("SHIP") funds pursuant to Sections 420.907-420.9079, Florida Statutes, which provides funds to eligible local governments to create partnerships that produce and preserve affordable homeownership and multifamily housing for very low, low, and moderate income families.
- B. On June 2, 2020 (Board Agenda Item No. 19), the Board of County Commissioners of Broward County ("Board") adopted Resolution No. 2020-304, approving funding to Sponsor as a subgrantee for home repair strategy and authorizing County to enter into an agreement with Sponsor.
- C. On October 14, 2020, the Parties entered into the Agreement between Broward County and Broward County Minority Builders Coalition, Inc., Providing for State Housing Initiatives Partnership Funding for Home Repair Strategy Fiscal Year 2019-2020 Funding ("Agreement").
- D. On June 1, 2021 (Board Agenda Item No. 29), the Board approved an increase in Sponsor's SHIP Funds (as defined in the Agreement) including to account for a portion of the City of Coconut Creek SHIP Funds, increasing Sponsor's SHIP Funds from One Hundred Eighty-one Thousand Four Hundred Twenty-one Dollars (\$181,421) to Two Hundred Forty Thousand Six Hundred Sixty-five Dollars (\$240,665).
- E. On June 1, 2021, the Parties entered into a First Amendment to Agreement increasing Sponsor's SHIP Funds, updating the form of the Mortgage and Promissory Note, and removing the form of Declaration of Restrictive Covenants ("First Amendment").
- F. On _____, 2021 (Board Agenda Item No. ____), the Board approved a budget resolution appropriating revenue generated during Fiscal Year 2019-2020 in the amount of Six Hundred Ten Thousand Eight Hundred Ninety-eight Dollars (\$610,898) for the purpose of recognizing Broward County SHIP

Program funds, of which Two Hundred Thousand Dollars (\$200,000) would be distributed for minor home repair assistance.

- G. The Parties desire to enter into this Second Amendment to increase Sponsor's SHIP Funds from Two Hundred Forty Thousand Six Hundred Sixty-five Dollars (\$240,665) to Three Hundred Forty Thousand Six Hundred Sixty-five Dollars (\$340,665) and amend the budget and funding allocations.

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

1. **Recitals.** The recitals set forth above are true, accurate, and fully incorporated by reference herein. All capitalized terms not expressly defined within the Second Amendment shall retain the meaning ascribed to such terms in the Agreement.
2. **Format of Amendments.** Amendments made to the Agreement by this Second Amendment are indicated by use of strikethroughs to indicate deletions and underlining to indicate additions, unless otherwise indicated.
3. **Effective Date.** This Second Amendment shall be effective as of the date it is fully executed by the Parties.
4. **Article 5.1 of Agreement.** The first sentence of Article 5.1 of the Agreement, as amended by the First Amendment, is hereby further amended as follows:

The maximum amount payable of SHIP Funds to Sponsor under this Agreement shall be ~~Two Hundred Forty Thousand Six Hundred Sixty-five Dollars (\$240,665)~~ Three Hundred Forty Thousand Six Hundred Sixty-five Dollars (\$340,665).

5. **Exhibit A of Agreement.** Exhibit A to the Agreement, Project Description, as amended by the First Amendment, is hereby deleted and replaced in its entirety with **Exhibit A** attached hereto and incorporated herein.
6. **Exhibit B of Agreement.** Exhibit B to the Agreement, Costs/Budget for Project FY 2019, as amended by the First Amendment, is hereby deleted and replaced in its entirety with **Exhibit B** attached hereto and incorporated herein.
7. **Exhibit C of Agreement.** Exhibit C to the Agreement, Timetable/Schedule for Project FY 2019, is hereby deleted and replaced in its entirety with **Exhibit C** attached hereto and incorporated herein.

8. **No Additional Modification of Agreement.** Except as expressly modified herein, all terms and conditions contained within the Agreement shall remain in full force.
9. **Multiple Originals; Modifications; Conflict.** This Second Amendment may be executed in several counterparts, each of which shall be deemed an original. No modification, amendment, or waiver of the terms hereof shall be valid or effective unless in writing and signed by all of the Parties hereto. If there is any conflict between the terms of this Second Amendment and the terms of the Agreement or First Amendment, the terms of this Second Amendment shall control.
10. **Incorporation.** This Second 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 Second Amendment that are not contained in the Agreement and this Second Amendment.
11. **Representation of Authority.** Sponsor represents and warrants that this Second Amendment constitutes the legal, valid, binding, and enforceable obligation of Sponsor, and that neither the execution nor performance of this Second Amendment constitutes a breach of any agreement that Sponsor has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to Sponsor. Sponsor further represents and warrants that execution of this Second Amendment is within Sponsor's legal powers, and each individual executing this Second Amendment on behalf of Sponsor is duly authorized by all necessary and appropriate action to do so on behalf of Sponsor and does so with full legal authority.

IN WITNESS WHEREOF, the Parties have made and executed this Second Amendment on the respective dates under each signature: Broward County, through its Board of County Commissioners, signing by and through Mayor or Vice Mayor, authorized to execute same by Board action of ____ day of _____, 20__, and BROWARD COUNTY MINORITY BUILDERS COALITION, INC., signing through its Chief Executive Officer, 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: Christina A. Blythe Digitally signed by Christina A. Blythe
Date: 2021.08.12 14:23:47 -04'00'
Christina A. Blythe (Date)
Assistant County Attorney

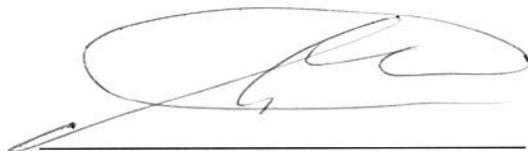
By: ANNIKA E. ASHTON Digitally signed by ANNIKA E. ASHTON
Date: 2021.08.13 01:14:59 -04'00'
Annika E. Ashton (Date)
Deputy County Attorney

**SECOND AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND
BROWARD COUNTY MINORITY BUILDERS COALITION, INC., PROVIDING FOR
STATE HOUSING INITIATIVES PARTNERSHIP FUNDING FOR HOME REPAIR
STRATEGY FISCAL YEAR 2019-2020 FUNDING**

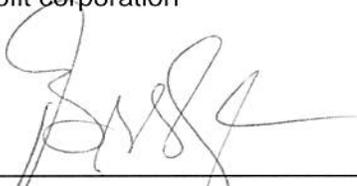
SPONSOR

WITNESSES:

BROWARD COUNTY MINORITY
BUILDERS COALITION, INC., a Florida not-
for-profit corporation



Signature

By: 
Authorized Signor

Shantel Foreman

Print Name of Witness above

Brian C. Johnson, Pres/COO

Print Name and Title



Signature

5 day of AUGUST, 2021

PATRICIA DALLEY

Print Name of Witness above

ATTEST: 

Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL OR NOTARY)



EXHIBIT "A"

PROJECT DESCRIPTION

FY 2019

SHIP Funds: \$340,665

Project Description - Broward County [including City Coconut Creek, Margate and City of Weston] SHIP Program HOME REPAIR Strategy

SHIP Funds in the amount of 340,665 provided by COUNTY under the Agreement shall be used by BCMBC to provide HOME REPAIR activities. A maximum of seven (7) Income Eligible Households shall be assisted for SHIP Eligible Activities under the SHIP Rules and Regulations.

MUNICIPALITY	FUNDING AVAILABLE	MAXIMUM AMOUNT PER UNIT	MAXIMUM UNITS TO BE ASSISTED
Broward County	\$162,368	\$40,000	Three (3)
City of Coconut Creek	\$59,244	\$40,000	One (1)
City of Margate	\$55,378	\$25,000	Two (2)
City of Weston	\$63,675	\$40,000	One (1)
Totals	\$340,665	-	Seven(7)

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 applicants to BCMBC.

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 the Agreement as Exhibit "H" is signed by all parties prior to commencing construction.

Ensure required building permits are issued.

Ensure that each Income Eligible Household assisted with SHIP Funds under the Agreement executes a Mortgage and Promissory Note, collects the applicable recording fees, and submits such documentation to COUNTY for recording.

Ensure all permits are approved by the appropriate building officials prior to submitting the final invoice for payment to COUNTY.

Ensure Eligible Household executes a final walk-through 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"

COSTS/BUDGET FOR PROJECT

FY 2019

FUNDING SOURCE

<u>CATEGORY</u>	<u>SHIP FUNDS</u>	<u>TOTAL</u>
A. Construction costs	\$272,532	\$272,532
B. Project Delivery costs	\$27,253	\$27,253
C. Service Delivery costs	\$40,880	\$40,880
D. TOTALS	\$340,665	\$340,665

BUDGET NARRATIVE

A. Construction costs: Direct client subsidy - Cost of construction for a maximum of seven (7) Income Eligible households. Construction costs to be included in each individual project's SHIP Mortgage and Note.

B. Project Delivery costs: Costs include, but are not limited to assessments, work write-ups (specifications) permits and all inspections services. Project delivery costs to be included in each individual project's SHIP Mortgage and Note.

C. Service Delivery costs: Overall project oversight and implementation of procurement procedures as stated in Article 2, in particular section 2.5.

D. Total SHIP Funds under the Agreement.

EXHIBIT "C"
TIMETABLE/SCHEDULE FOR PROJECT
FY 2019

<u>Work Task</u>	<u>Start- Up</u>	<u>Completion</u>
Assess referrals	Upon execution of Agreement by the Parties	December 30, 2021
Provide Monthly Progress Reports to COUNTY	One (1) month after execution of Agreement by the Parties	June 30, 2022
Provide Final Program Report to COUNTY	N/A	June 30, 2022

**SECOND AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND
HABITAT FOR HUMANITY OF BROWARD, INC., PROVIDING FOR STATE
HOUSING INITIATIVES PARTNERSHIP FUNDING FOR HOME REPAIR STRATEGY
FISCAL YEAR 2019-2020 FUNDING**

This Second Amendment (“Second 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 Habitat for Humanity of Broward, Inc., a Florida not-for-profit corporation (“Sponsor”) (collectively referred to as the “Parties”).

RECITALS

- A. County is a recipient of Florida State Housing Initiatives Partnership (“SHIP”) funds pursuant to Sections 420.907-420.9079, Florida Statutes, which provides funds to eligible local governments to create partnerships that produce and preserve affordable homeownership and multifamily housing for very low, low, and moderate income families.
- B. On June 2, 2020 (Board Agenda Item No. 19), the Board of County Commissioners of Broward County (“Board”) adopted Resolution No. 2020-304, approving funding to Sponsor as a subgrantee for home repair strategy and authorizing County to enter into an agreement with Sponsor.
- C. On October 14, 2020, the Parties entered into the Agreement between Broward County and Habitat for Humanity of Broward, Inc., Providing for State Housing Initiatives Partnership Funding for Home Repair Strategy Fiscal Year 2019-2020 Funding (“Agreement”).
- D. On June 1, 2021 (Board Agenda Item No. 29), the Board approved an increase in Sponsor’s SHIP Funds (as defined in the Agreement) increasing Sponsor’s SHIP Funds from One Hundred Eighty-one Thousand Four Hundred Twenty-one Dollars (\$181,421) to Two Hundred Forty Thousand Six Hundred Sixty-five Dollars (\$240,665).
- E. On June 2, 2021, the Parties entered into a First Amendment to Agreement increasing Sponsor’s SHIP Funds, updating the form of the Mortgage and Promissory Note, and removing the form of Declaration of Restrictive Covenants (“First Amendment”).
- F. On _____, 2021 (Board Agenda Item No. ____), the Board approved a budget resolution appropriating revenue generated during Fiscal Year 2019-2020 in the amount of Six Hundred Ten Thousand Eight Hundred Ninety-eight Dollars (\$610,898) for the purpose of recognizing Broward County SHIP

Program funds, of which Two Hundred Thousand Dollars (\$200,000) would be distributed for minor home repair assistance.

- G. The Parties desire enter into this Second Amendment to increase Sponsor's SHIP Funds from Two Hundred Forty Thousand Six Hundred Sixty-five Dollars (\$240,665) to Three Hundred Forty Thousand Six Hundred Sixty-five Dollars (\$340,665) and amend the budget and funding allocations.

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

1. **Recitals**. The recitals set forth above are true, accurate, and fully incorporated by reference herein. All capitalized terms not expressly defined within the Second Amendment shall retain the meaning ascribed to such terms in the Agreement.
2. **Format of Amendments**. Amendments made to the Agreement by this Second Amendment are indicated by use of strikethroughs to indicate deletions and underlining to indicate additions, unless otherwise indicated.
3. **Effective Date**. This Second Amendment shall be effective as of the date it is fully executed by the Parties.
4. **Article 5.1 of Agreement**. The first sentence of Article 5.1 of the Agreement, as amended by the First Amendment, is hereby further amended as follows:

The maximum amount payable of SHIP Funds to Sponsor under this Agreement shall be ~~Two Hundred Forty Thousand Six Hundred Sixty-five Dollars (\$240,665)~~ Three Hundred Forty Thousand Six Hundred Sixty-five Dollars (\$340,665).
5. **Exhibit A of Agreement**. Exhibit A to the Agreement, Project Description, as amended by the First Amendment, is hereby deleted and replaced in its entirety with **Exhibit A** attached hereto and incorporated herein.
6. **Exhibit B of Agreement**. Exhibit B to the Agreement, Costs/Budget for Project FY 2019, as amended by the First Amendment, is hereby deleted and replaced in its entirety with **Exhibit B** attached hereto and incorporated herein.
7. **Exhibit C of Agreement**. Exhibit C to the Agreement, Timetable/Schedule for Project FY 2019, is hereby deleted and replaced in its entirety with **Exhibit C** attached hereto and incorporated herein.

8. **No Additional Modification of Agreement.** Except as expressly modified herein, all terms and conditions contained within the Agreement shall remain in full force.
9. **Multiple Originals; Modifications; Conflict.** This Second Amendment may be executed in several counterparts, each of which shall be deemed an original. No modification, amendment, or waiver of the terms hereof shall be valid or effective unless in writing and signed by all of the Parties hereto. If there is any conflict between the terms of this Second Amendment and the terms of the Agreement or First Amendment, the terms of this Second Amendment shall control.
10. **Incorporation.** This Second 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 Second Amendment that are not contained in the Agreement and this Second Amendment.
11. **Representation of Authority.** Sponsor represents and warrants that this Second Amendment constitutes the legal, valid, binding, and enforceable obligation of Sponsor, and that neither the execution nor performance of this Second Amendment constitutes a breach of any agreement that Sponsor has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to Sponsor. Sponsor further represents and warrants that execution of this Second Amendment is within Sponsor's legal powers, and each individual executing this Second Amendment on behalf of Sponsor is duly authorized by all necessary and appropriate action to do so on behalf of Sponsor and does so with full legal authority.

IN WITNESS WHEREOF, the Parties have made and executed this Second Amendment on the respective dates under each signature: Broward County, through its Board of County Commissioners, signing by and through Mayor or Vice Mayor, authorized to execute same by Board action of ____ day of _____, 20__, and HABITAT FOR HUMANITY OF BROWARD, INC., signing through its Chief Executive Officer, 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: Christina A. Blythe Digitally signed by Christina A. Blythe
Date: 2021.08.12 13:44:26 -04'00'
Christina A. Blythe (Date)
Assistant County Attorney

By: ANNIKA E. ASHTON Digitally signed by ANNIKA E. ASHTON
Date: 2021.08.12 13:57:04 -04'00'
Annika E. Ashton (Date)
Deputy County Attorney

**SECOND AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND
HABITAT FOR HUMANITY OF BROWARD, INC., PROVIDING FOR STATE HOUSING
INITIATIVES PARTNERSHIP FUNDING FOR HOME REPAIR STRATEGY FISCAL
YEAR 2019-2020 FUNDING**

SPONSOR

WITNESSES:

HABITAT FOR HUMANITY OF BROWARD,
INC., a Florida not-for-profit corporation



Signature

By: 

Authorized Signor

Melonie Bully-Chambers
Print Name of Witness above

NANCY ROBIN, CEO
Print Name and Title



Signature

10 day of AUGUST, 2021

DENYSE R. PETERSON
Print Name of Witness above

ATTEST:


Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL OR NOTARY)

EXHIBIT "A"

PROJECT DESCRIPTION

FY 2019

SHIP Funds: \$340,665

Project Description - Broward County and the of City of Coconut Creek SHIP Program HOME REPAIR Strategy

SHIP Funds in the amount of \$340,665 provided by COUNTY under the Agreement shall be used by HABITAT to provide HOME REPAIR activities. A maximum of seven (7) Income Eligible Households shall be assisted for SHIP Eligible Activities under the SHIP Rules and Regulations.

MUNICIPALITY	FUNDING AVAILABLE	MAXIMUM AMOUNT PER UNIT	MAXIMUM UNITS TO BE ASSISTED
Broward County	\$281,421	\$40,000	Six (6)
City of Coconut Creek	\$59,244	\$40,000	One (1)
Totals	\$340,665	-	Seven (7)

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 applicants to HABITAT.

HABITAT'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 the Agreement as Exhibit "H" is signed by all parties prior to commencing construction.

Ensure required building permits are issued.

Ensure that each Income Eligible Household assisted with SHIP Funds under the Agreement executes a Mortgage and Promissory Note, collects the applicable recording fees, and submits such documentation to COUNTY for recording.

Ensure all permits are approved by the appropriate building officials prior to submitting the final invoice for payment to COUNTY.

Ensure Eligible Household executes a final walk-through 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"

COSTS/BUDGET FOR PROJECT

FY 2019

FUNDING SOURCE

<u>CATEGORY</u>	<u>SHIP FUNDS</u>	<u>TOTAL</u>
A. Construction costs	\$272,532	\$272,532
B. Project Delivery costs	\$27,253	\$27,253
C. Service Delivery costs	\$40,880	\$40,880
D. TOTALS	\$340,665	\$340,665

BUDGET NARRATIVE

A. Construction costs: Direct client subsidy – Cost of construction for a maximum of seven (7) Income Eligible households. Construction costs to be included in each individual project's SHIP Mortgage and Note.

B. Project Delivery costs: Costs include, but are not limited to assessments, work write-ups (specifications) permits and all inspections services. Project delivery costs to be included in each individual project's SHIP Mortgage and Note.

C. Service Delivery costs: Overall project oversight and implementation of procurement procedures as stated in Article 2, in particular section 2.5.

D. Total SHIP Funds under the Agreement.

EXHIBIT "C"

TIMETABLE/SCHEDULE FOR PROJECT

FY 2019

<u>Work Task</u>	<u>Start- Up</u>	<u>Completion</u>
Assess referrals	Upon execution of Agreement by the Parties	December 30, 2021
Provide Monthly Progress Reports to COUNTY	One (1) month after execution of Agreement by the Parties	June 30, 2022
Provide Final Program Report to COUNTY	N/A	June 30, 2022