

FIRST AMENDMENT

THIS IS A FIRST AMENDMENT TO THE AGREEMENT dated the _____ day of _____, 20__, between:

CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, with offices located at 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060, hereinafter referred to as "CITY,"

and

SET FREE COALITION OUTREACH PROGRAMS, INC., a Florida nonprofit corporation, with offices located at 500 Esther Rolle Avenue, Pompano Beach, Florida 33060, hereinafter referred to as the "CHDO."

WHEREAS, the parties entered into an Agreement for the utilization of Home Investment Partnership Grant Funds received from the United States Department of Housing and Urban Development to develop and sell one single-family home located at 414 NW 10th Avenue, Pompano Beach, Florida to an income-eligible household, on July 13, 2018, ("Original Agreement") and approved by Resolution No. 2018-216; and

WHEREAS, the CITY and the CHDO have agreed to amend certain terms and conditions of the Original Agreement.

WITNESSETH:

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments herein set forth CITY and DEVELOPER agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.
2. The original Agreement executed on July 13, 2018, shall remain in full force and effect except as specifically amended hereinbelow.

3. Section IV, Project Requirements, of the Original Agreement shall be amended as follows:

SECTION IV – PROJECT REQUIREMENTS

The CHDO agrees to comply with all requirements of the HOME Program as stated in the 24 CFR Part 92, including but not limited to the following:

A. *Completion Date:* The Completion and Resale Dates of the Project shall be such dates as proposed by the CHDO and agreed to by the CITY. The completion of construction date shall be on or before January 10, 2020. The extension is being requested due to unique construction methods and additional labor required to meet finished floor requirements of NAVD Flood Zone (New FEMA Regulations).

...

4. Exhibit C, Compensation and Budget Summary, of the Original Agreement shall be amended as follows:

A. All payments shall be in the form of reimbursements for program services provided. CHDO will be paid according to the approved budget submitted to the CITY for the specific program. The total budget for the funding period beginning upon execution of the Agreement through September 30, 2019 is as follows:

...

The City shall pay Set free Coalition Outreach Programs, Inc. (hereinafter referred to as the "SUBRECIPIENT,") as maximum compensation for the services required pursuant to this Agreement the sum of One Hundred Twenty Five Thousand Dollars (\$125,000) for new home construction of the home which is the subject of this Agreement. A budget adjustment of an additional \$10,000.00 shall be provided to the CHDO due to the additional labor and material as required to meet finished floor requirements of NAVD Flood Zone (New FEMA Regulations).

5. All other terms and conditions of the said agreement shall remain in full force and effect as provided by the original agreement and any previous amendments and renewals thereto, unless earlier terminated pursuant to the provisions of the agreement.

6. That no other amendment to the terms of the said agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

"CITY":

CITY OF POMPANO BEACH

Witnesses:

By: _____

REX HARDIN, MAYOR

By: _____

GREGORY P. HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved by:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by **REX HARDIN** as Mayor, **GREGORY P. HARRISON** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CHDO":

Witnesses:

SET FREE COALITION OUTREACH PROGRAMS, INC., a Florida nonprofit corporation

Print Name: _____

By: _____
JOHNNY L. ZANDERS, SR., President

Print Name: _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by JOHNNY L. ZANDERS, SR., as President of SET FREE COALITION OUTREACH PROGRAMS, INC., a Florida nonprofit corporation, who is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

/jrm
12/5/19
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