

EXHIBIT A

FIFTH AMENDMENT TO  
INTERLOCAL AGREEMENT

Between

BROWARD COUNTY

and

CITY OF HALLANDALE BEACH

for

DESIGNATION OF SUBRECIPIENT AND DISBURSEMENT  
NEIGHBORHOOD STABILIZATION PROGRAM (NSP)

FIFTH AMENDMENT TO  
INTERLOCAL AGREEMENT

Between

BROWARD COUNTY

and

CITY OF HALLANDALE BEACH

for

DESIGNATION OF SUBRECIPIENT AND DISBURSEMENT  
NEIGHBORHOOD STABILIZATION PROGRAM (NSP)

This is a Fifth Amendment to Interlocal Agreement ("Agreement") made and entered into by and between BROWARD COUNTY, a political subdivision of the State of Florida, its successors and assigns, hereinafter referred to as "COUNTY,"

AND

CITY OF HALLANDALE BEACH, a municipal corporation of the State of Florida, its successors and assigns, hereinafter referred to as "CITY," collectively referred to herein as the "Parties."

WITNESSETH

WHEREAS, the Parties entered into an original Agreement dated August 27, 2009, designating CITY as a subrecipient of Neighborhood Stabilization Program (NSP) funding in order to directly execute contracts for NSP eligible activities; and

WHEREAS, the Parties entered into a First Amendment to Agreement dated August 29, 2010, extending the term of the Agreement for one (1) year; and

WHEREAS, the Parties thereafter amended the budget information set out in Exhibit "B," Budget and Narrative, with an amended Exhibit "B-1", "B-2" and "B-5"

respectively, and pursuant to the authority in Section 13 of the Agreement, the Division Director approved same on behalf of COUNTY as evidenced by letters from the Division Director to CITY dated June 8, 2010, June 21, 2011, and May 7, 2012 respectively; and

WHEREAS, the Parties entered into a Second Amendment to Agreement dated July 26, 2011, extending the term of the Agreement through September 30, 2012, amending the estimated Project Budget by adjusting line item amounts, reducing low, moderate, middle income acquisition by Seventy-seven Thousand Three Hundred Fifty Dollars (\$77,350.00) and increasing low income rehabilitation by Seventy-seven Thousand Three Hundred Fifty Dollars (\$77,350.00), and amending insurance requirements, reflecting revised coverage amounts for CITY's contractors; and

WHEREAS, the Parties entered into a Third Amendment to Agreement dated January 6, 2012, amending the estimated Project Budget by adjusting line item amounts, eliminating down payment assistance (DPA) and transferring Forty-eight Thousand Seven Hundred Sixty-nine Dollars (\$48,769.00) from DPA to rehabilitation for low income households and Thirty-five Thousand Dollars (\$35,000.00) from DPA to rehabilitation for low, moderate, and middle income households; and

WHEREAS, the Parties entered into a Fourth Amendment to Agreement dated September 20, 2012, extending the term of the Agreement through September 30, 2013; and

WHEREAS, the Parties desire to enter into this Fifth Amendment to Agreement amending Exhibit "A," General Scope of Services, to reflect a change in scope from acquisition, rehabilitation and resale to redevelopment including acquisition, demolition, and resale, amending Exhibit "B-5," to reflect scope change in Activity/Cost Category; and

WHEREAS the County Administrator is authorized to execute this Fifth Amendment to Agreement pursuant to authority granted by Board action on October 9, 2012, (Item #19); and

WHEREAS, the Parties believe this Fifth Amendment to Agreement is necessary and reasonable under the circumstances set forth above; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, and covenants set forth, the Parties agree as follows:

1. The above recitals are true and correct and are incorporated herein as if set forth in full hereunder.
2. Exhibit "A," General Scope of Services, is deleted in its entirety and is replaced with Exhibit "A-1," General Scope of Services, attached hereto and made a part hereof. All references in the Agreement to Exhibit "A," after the effective date of

this Fifth Amendment to Agreement shall be deemed to refer to the new Exhibit "A-1," General Scope of Services.

3. Exhibit "B-5," Overall Estimated Project Budget, is deleted in its entirety and is replaced with Exhibit "B-6," Overall Estimated Project Budget, attached hereto and made a part hereof. All references in the Agreement to Exhibit "B," Exhibit "B-1," Exhibit "B-2," Exhibit "B-3," Exhibit "B-4," or Exhibit "B-5," after the effective date of this Fifth Amendment to Agreement shall be deemed to refer to the new Exhibit "B-6," Overall Estimated Project Budget.
4. Except as provided in this Fifth Amendment to Agreement, all other terms of the Agreement, as amended and not inconsistent herewith, shall remain in full force and effect and are to be performed at the level specified in the Agreement.
5. This Fifth Amendment shall be effective upon the date of complete execution by both Parties.
6. This Fifth Amendment to Agreement shall be executed in three (3) counterparts, each of which shall be deemed to be an original document.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Parties have made and executed this Fifth Amendment to Interlocal Agreement on the respective dates under each signature: BROWARD COUNTY, through its County Administrator, and CITY OF HALLANDALE BEACH, through its City Manager, duly authorized to execute same.

COUNTY

WITNESSES:

BROWARD COUNTY, through the  
County Administrator

\_\_\_\_\_  
Signature

By \_\_\_\_\_  
Bertha Henry

\_\_\_\_\_  
Print/Type Name

\_\_\_\_ day of \_\_\_\_\_, 2012

\_\_\_\_\_  
Signature

Approved as to form by  
Joni Armstrong Coffey  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

\_\_\_\_\_  
Print/Type Name

Insurance requirements  
approved by Broward County  
Risk Management Division

By \_\_\_\_\_  
Signature (Date)

By \_\_\_\_\_  
Patrice M. Eichen (Date)  
Assistant County Attorney

\_\_\_\_\_  
Print Name and Title above

PME:hb  
10/24/12  
5th Amendment Hallandale NSP 102412.doc  
#12-129.16

FIFTH AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF HALLANDALE BEACH FOR DESIGNATION OF SUBRECIPIENT AND DISBURSEMENT, NEIGHBORHOOD STABILIZATION PROGRAM (NSP)

CITY

CITY OF HALLANDALE BEACH

ATTEST:

\_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
City Manager

\_\_\_\_\_  
Print/Type Name

\_\_\_\_ day of \_\_\_\_\_, 2012

Approved as to form:

\_\_\_\_\_  
City Attorney

## EXHIBIT "A-1"

### GENERAL SCOPE OF SERVICES

**Program Summary and Description:** CITY is a subrecipient of the Neighborhood Stabilization Program (NSP) of COUNTY and shall provide the following services in accordance with the NSP. NSP was created to respond to rising residential foreclosures and property abandonment. Because the areas of foreclosures are located throughout CITY, funds will be distributed on a citywide basis. The main purpose of CITY's NSP is to stabilize neighborhoods negatively impacted by foreclosures. CITY shall use NSP funds for the following eligible activities: (1) Acquisition, rehabilitation and resale of multi or single-family properties to eligible households at or below 120% of the area median income; (2) Redevelopment, including acquisition, demolition and resale of multi or single-family properties to eligible households at or below 50% of the area median income; and (3) Demolition of blighted and condemned properties.

#### **Activity 1: Acquisition, rehabilitation and resale (Low, Moderate and Middle Income)**

CITY shall acquire, rehabilitate and resell a foreclosed eight (8) unit townhouse property located at 840-848 NW 9<sup>th</sup> Street in CITY. CITY shall provide all documentation required by COUNTY's NSP Program for acquisition and rehabilitation and shall market the units including description of units, application, list of lenders, class requirement including certificate, first come first serve policies and procedures and pre-qualification requirements and documents. All units will be sold to income eligible households at or below 120% of the area median income. Affordability of the homes will be guaranteed by fifteen (15) year restrictive covenants.

#### **Activity 2: Redevelopment, including acquisition, demolition and resale (Low Income)**

CITY has entered into an agreement with Habitat For Humanity of Broward County, Inc. (Habitat) to acquire, rehabilitate, or demolish, redevelop and resell properties within CITY. CITY shall ensure that Habitat acquire a foreclosed four (4) duplex property at 133 NW 1<sup>st</sup> Avenue in CITY. CITY shall ensure that Habitat relocate tenants per the Federal Uniform Relocation Act and then demolish the condemned duplexes and redevelop the property with seven (7) new townhouses. CITY shall ensure that Habitat markets and sells the units to low income households with thirty (30) year affordability restrictions. NSP funds shall be used for acquisition, relocation costs, demolition costs, and depending on fund availability, a small portion of redevelopment. CITY shall ensure that Habitat secure any additional funding required for redevelopment.

**EXHIBIT "A-1"**  
**GENERAL SCOPE OF SERVICES**  
**(Continued)**

**Activity 3: Demolition of Condemned Buildings**

CITY shall demolish five foreclosed (5) badly blighted and condemned properties at the following locations:

513 N Dixie Hwy, Hallandale Beach, FL 33009  
815 NW 3<sup>rd</sup> Terrace, Hallandale Beach, FL 33009  
208 NW 5<sup>th</sup> Street, Hallandale Beach, FL 33009  
631 NW 10<sup>th</sup> Court, Hallandale Beach, FL 33009  
212 NW 5<sup>th</sup> Street, Hallandale Beach, FL 33009

EXHIBIT "B-6"

OVERALL ESTIMATED PROJECT BUDGET

BROWARD COUNTY NSP FUNDING ONLY

<i>Activity/Cost Category</i>	<i>Average Cost per Unit</i>	<i>Total Units</i>	<i>Total Cost in Dollars</i>	<i>Percent Total</i>
Acquisition Multifamily and Single-Family **Includes Service Delivery Costs	\$114,391.00	8	\$915,134.00	52%
Rehabilitation Multifamily and Single-Family **Includes Service Delivery Costs	\$25,483.88	8	\$203,871.00	11%
Demolition **Includes Service Delivery Costs	\$5,000.00	5	\$25,000.00	1%
Low-Income Multifamily Redevelopment, Including Acquisition, Relocation, Demolition, and Resale (50% AMI) **Includes Service Delivery Costs	\$90,162.14	7	\$631,135.00	36%
<b>** Total Overall Maximum Service Delivery Costs (for all categories combined) is \$96,000.00</b>				
<b>TOTAL</b>			<b>\$1,775,140</b>	<b>100%</b>

EXHIBIT "B-6"

OVERALL ESTIMATED PROJECT BUDGET

(Continued)

ALL FUNDING SOURCES

<i>Activity/ Cost Category</i>	<i>NSPI</i>	<i>Source 1</i>	<i>Source 2</i>	<i>TOTAL</i>
Acquisition Multifamily and Single-Family **Includes Service Delivery Costs	\$915,134.00	-	-	\$915,134.00
Rehabilitation Multifamily and Single-Family **Includes Service Delivery Costs	\$203,871.00	-	-	\$203,871.00
Demolition **Includes Service Delivery Costs	\$25,000.00	-	-	\$25,000.00
Low-Income Multifamily Redevelopment, Including Acquisition, Relocation, Demolition, and Resale (50% AMI) ** Includes Service Delivery Costs	\$631,135.00	-	-	\$631,135.00
** Total Overall Maximum Service Delivery Costs (for all categories combined) is \$96,000.00				
<b>TOTAL</b>				<b>\$1,775,140</b>