

SIXTH AMENDMENT TO
INTERLOCAL AGREEMENT

Between

BROWARD COUNTY

and

CITY OF HALLANDALE BEACH

for

DESIGNATION OF SUBRECIPIENT AND DISBURSEMENT
NEIGHBORHOOD STABILIZATION PROGRAM (NSP)

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DESIGNATION OF SUBRECIPIENT AND DISBURSEMENT
NEIGHBORHOOD STABILIZATION PROGRAM (NSP)

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

and

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

WITNESSETH:

WHEREAS, the Parties entered into an Agreement ("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 dated August 27, 2010, extending the term of the Agreement; 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 dated July 26, 2011, extending the term of the Agreement, 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 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 dated September 20, 2012, extending the term of the Agreement through September 30, 2013; and

WHEREAS, the Parties entered into a Fifth Amendment dated January 30, 2012, 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, and amending Exhibit "B-5," Budget and Narrative, to reflect scope change in Activity/Cost Category; and

WHEREAS, the Parties desire to enter into this Sixth Amendment to extend the term of the Agreement through September 30, 2014 in order to complete the Project, and amend Exhibit "C-3," Project Schedule/Timeline Table, as provided for herein; and

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

WHEREAS, the Parties believe this Sixth Amendment is reasonable and necessary under the circumstances, and is in the best interest of the public; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, and covenants hereinafter 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. Section 5, Timetable, is amended as follows:
 5. Timetable. CITY ~~agrees to~~ shall expend the NSP funds allocated to it pursuant to this Agreement ~~within one (1) year from the date of execution by COUNTY September 30, 2013~~ by September 30, 2014, and as further described in Exhibit "C-4," ~~Timetable/~~ Project Schedule/Timeline Table. This Agreement may be extended by the Parties for additional term(s) of up to one (1) year each upon request in writing by CITY. For COUNTY, the County Administrator is authorized to enter into any extensions to the term of this Agreement.
3. Exhibit "C-3," Project Schedule/Timeline Table, is amended to extend the time for completion as provided for in Exhibit "C-4," Project Schedule/Timeline Table, attached hereto and incorporated herein.
4. Except as provided for in this Sixth Amendment, all terms set forth in the Agreement, as previously amended and not inconsistent herewith, shall remain in force and effect.
5. This Sixth Amendment shall be effective upon full execution by the Parties.
6. Multiple copies of this Sixth Amendment may be executed by the Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

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Coding: Words in ~~struck-through~~ type are deletions from existing text.
Words in underscored type are additions.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Sixth Amendment to Interlocal Agreement: 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 _____, 2013

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 _____
Patrice M. Eichen (Date)
Assistant County Attorney

By _____
Signature (Date)

Print Name and Title above

SIXTH 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:

By _____
City Clerk

By _____
City Manager

Print/Type Name

____ day of _____, 2013

Approved as to form:

City Attorney

EXHIBIT "C-3" "C-4"

PROJECT SCHEDULE/TIMELINE TABLE

The table below lists the main work tasks required to complete Project objectives before the term of the Agreement expires.

Work Task	Start-Up Date	Date of Completion
City to advertise NSP Program & eligibility requirements	July – August 2009	December 31, 2012 <u>(Completed)</u>
City to identify possible properties eligible for demolition	July – August 2009	July 31, 2010 (Completed)
City to identify possible foreclosed properties for Acquisition	July – August 2009	July 31, 2010 (Completed)
Demolition of properties	September 2009	December 31, 2010 (Completed)
City to partner with non-profit to address the 50% AMI housing market	November 2009	April 30, 2010 (Completed)
50% AMI housing: Acquisition of properties	May 2010	July 31, 2010 (Completed)
Rehabilitation of City Acquired property	July 2011	September 30, 2012 <u>(Completed)</u>
Sale of Units (City property)	August 2012	February 28, 2013 <u>2014</u>
50% AMI housing: Construction/Redevelopment	November 2012	August 31, 2013 <u>2014</u>
50% AMI housing: Sale of Units	June 2013	September 30, 2013 <u>2014</u>