

**FIRST AMENDMENT  
TO AGREEMENT NUMBER 113-2020**

THIS FIRST AMENDMENT (“Amendment”) to AGREEMENT NUMBER 113-2020 is entered into and effective as of October 1, 2020, (“Effective Date”) by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic (“Florida Housing”), and CITY OF DELRAY BEACH (“Subrecipient”).

RECITALS

- A. Florida Housing and Subrecipient entered into Contract Number 113-2020, dated August 14, 2020, (“Contract”) wherein Subrecipient agreed to participate in the Coronavirus Relief Fund Program. As used herein, “Agreement” shall include within its meaning any modification or amendment to the Agreement.
- B. The term of the Contract began on August 14, 2020 and ends March 31, 2021.
- C. Section C.2. of the Agreement provides for a potential second disbursement of funds on or before October 1, 2020 for Subrecipients who meet the requirements of this Agreement and are satisfactorily performing.

AGREEMENT

NOW THEREFORE, in consideration of the terms and conditions contained in the Contract and this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

A. Effective Date; Recitals. Upon its execution by both parties, this Amendment shall be effective as of October 1, 2020. The above recitals are true and correct and form a part of this Amendment.

B. Amendments. The Agreement is hereby amended to:

- 1. Add a definition for Technical Bulletin as a new Section B.11.

11. “Technical Bulletin” or “TB” means any technical assistance document that Florida Housing issues to explain updated processes, provisions or monitoring requirements as Florida Housing receives updates, clarification and additional guidance with respect to the CRF funds.

- 2. Delete Section C.1. in its entirety and replace with the following:

1. Amount of Funds Available to Subrecipient: The total funds made available to Subrecipient under this Agreement is up to \$387,544.00.

3. Delete Section C.2. in its entirety and replace with the following:

2. Disbursement of Funds to Eligible Subrecipients: The available funds will be disbursed to Subrecipient for activities described in Item C.4., below. The Subrecipient received an initial allocation of \$224,573.00 upon execution of the Agreement. Upon execution of the First Amendment, an additional \$162,971.00 shall be provided to the Subrecipient. Any additional funds will be disbursed in an amount to be determined by Florida Housing. If Florida Housing determines that the Subrecipient has failed to make satisfactory progress in meeting the requirements of this Agreement or has otherwise failed to satisfactorily perform under the terms of this Agreement, subsequent funds may be withheld by Florida Housing pending resolution of the issues giving rise to the lack of progress or failure to perform satisfactory to Florida Housing which may include a written plan to address the issues prepared by the Subrecipient and submitted to Florida Housing for approval.

4. Add a new section C.10., to address Technical Bulletins:

10. TBs will be used to clarify, discuss, interpret, and provide guidance for contract administration issues related to this Agreement. TBs will be both e-mailed and posted at <https://www.floridahousing.org/programs/special-programs/ship---state-housing-initiatives-partnership-program/ship-technical-bulletins>, and Subrecipient is encouraged to regularly check for TBs.

C. General Terms and Conditions.

1. This Amendment shall be construed and enforced according to the laws of the State of Florida and venue for any actions arising hereunder shall lie in Leon County, Florida.

2. This Amendment shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors and assigns.

3. This Amendment may be executed in counterpart originals, no one of which needs to contain the signatures of all parties hereto, but all of which together shall constitute one and the same instrument.

4. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this Amendment invalid, illegal, or unenforceable under any applicable law. If any term of this Amendment shall be held to be invalid, illegal or unenforceable, the validity of the other terms of this Amendment shall in no way be affected thereby.



IN WITNESS WHEREOF, the Parties have executed this FIRST AMENDMENT to Agreement Number 113-2020, by a duly authorized representative, effective on October 1, 2020.

CITY OF DELRAY BEACH

By: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

FEIN: \_\_\_\_\_

FLORIDA HOUSING FINANCE CORPORATION

By: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form and Legal Sufficiency:

\_\_\_\_\_  
Lynn Gelin, City Attorney