

FIFTH AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND SAGOMA CONSTRUCTION SERVICES INC., PROVIDING FOR ADMINISTRATION OF A PORTION OF COUNTY'S MINOR HOME REPAIR AND WATER AND SEWER CONNECTIONS PROGRAMS

This Fifth Amendment ("Fifth 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 Sagoma Construction Services Inc., a Florida corporation ("Sagoma") (collectively referred to as the "Parties").

RECITALS

A. On December 1, 2015, the Parties entered in an agreement providing for administration by Sagoma of a portion of County's Minor Home Repair and Water and Sewer Connections Programs ("Agreement").

B. On June 27, 2016, the Parties entered into a First Amendment to Agreement ("First Amendment"), increasing funding under the Agreement and extending the term of the Agreement.

C. On June 29, 2017, the Parties entered into a Second Amendment to Agreement ("Second Amendment"), increasing funding under the Agreement and further extending the term of the Agreement.

D. On December 18, 2017, the Parties entered into a Third Amendment to Agreement ("Third Amendment"), increasing funding under the Agreement.

E. On January 11, 2019, the Parties entered into a Fourth Amendment to Agreement ("Fourth Amendment"), increasing funding under the Agreement and extending the term of the Agreement. The First Amendment, Second Amendment, Third Amendment, and Fourth Amendment are included in the term "Agreement."

F. The Parties desire to enter into this Fifth Amendment to increase the amount of funding under the Agreement by Eight Hundred Thirty Thousand Dollars (\$830,000).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. The above recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Fifth Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. This Fifth Amendment shall be effective as of the date it is fully executed by the Parties.

3. Amendments to the Agreement made herein are indicated by use of strikethrough text to show deletions and underlining to show additions.

4. Section 5.1 of the Agreement shall be amended as follows:

5.1 The maximum amount of funds payable hereunder as either reimbursement or payment to SAGOMA as compensation shall be ~~Three Million Seven Hundred Eight Thousand One Hundred Forty-three Dollars (\$3,708,143)~~ Four Million Five Hundred Thirty-eight Thousand One Hundred Forty-three Dollars (\$4,538,143), subject to the availability of the Funds from the various funding sources. The dollar limitation set forth herein is a limitation upon, and describes the maximum extent of, COUNTY's obligation to SAGOMA, but does not constitute a limitation, of any sort, upon SAGOMA's obligation to incur such expenses in the performance of services hereunder.

5. Exhibit "C-3" to the Agreement is hereby deleted and replaced in its entirety with Exhibit "C-3" attached hereto and incorporated herein. Any reference to Exhibit "C," Exhibit "C-1," Exhibit "C-2," or Exhibit "C-3" in the Agreement shall be deemed a reference to Exhibit "C-3" attached hereto.

6. Exhibit "G" to the Agreement is hereby deleted and replaced in its entirety with Exhibit "G" attached hereto and incorporated herein.

7. This Fifth Amendment may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same amendment.

8. Preparation of this Fifth Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

9. Except as modified in this Fifth Amendment, all terms and conditions of the Agreement shall remain in full force and effect. If any conflict or ambiguity exists between this Fifth Amendment and the Agreement, the Parties agree that this Fifth Amendment shall control.

10. This Fifth 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 Fifth Amendment that are not contained in the Agreement and this Fifth Amendment.

11. Sagoma represents and warrants that this Fifth Amendment constitutes the legal, valid, binding, and enforceable obligation of Sagoma, and that neither the execution nor performance of this Fifth Amendment constitutes a breach of any agreement that Sagoma has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to Sagoma. Sagoma further represents and warrants that execution of this Fifth Amendment is within Sagoma's legal powers, and each individual executing this Fifth Amendment on behalf of Sagoma is duly authorized by all necessary and appropriate action to do so on behalf of Sagoma and does so with full legal authority.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Fifth Amendment: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the 28th day of March, 2019 (Agenda Item No. ____), and SAGOMA CONSTRUCTION SERVICES INC., a Florida corporation, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

BROWARD COUNTY, by and through
its 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: Alicia C. Lobeiras 2/28/2019
Alicia C. Lobeiras (Date)
Assistant County Attorney

By: Annika E. Ashton 2/28/2019 for
Annika E. Ashton (Date)
Senior Assistant County Attorney

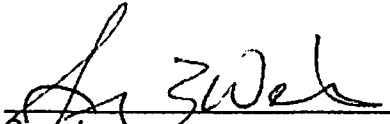
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SAGOMA CONSTRUCTION SERVICES INC., PROVIDING FOR ADMINISTRATION
OF A PORTION OF COUNTY'S MINOR HOME REPAIR AND WATER AND SEWER
CONNECTIONS PROGRAMS


SAGOMA

WITNESSES:

SAGOMA CONSTRUCTION SERVICES
INC.



Signature


By: 

SOZANNE E. WEISS

Print Name

BRIAN POWELL President

Print Name and Title

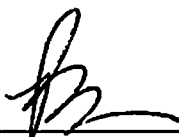


Signature

28th day of February, 2019

LUCIE JOHNSON-RODIN

Print Name

ATTEST: 

Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL OR NOTARY)

EXHIBIT "C-3"
PROGRAM BUDGET

Activity	Costs
Minor Home Repair-Broward County	SHIP FYs 14/15, 15/16, 16/17, 17/18 \$2,128,153 CDBG <u>750,644</u> Subtotal: 2,878,797
Exterior Paint-Broward County	Ship FY 16/17 49,587 CDBG <u>40,000</u> Subtotal: 89,587
Minor Home Repair-Weston	SHIP FY 16/17 228,398 CDBG FY 16/17 91,778 CDBG FY 17/18 <u>99,893</u> Subtotal: 420,069
Minor Home Repair-Margate	SHIP FY 15/16 188,700 SHIP FY 16/17 247,337 CDBG FY 16/17 115,239 CDBG FY 17/18 <u>111,170</u> Subtotal: 662,446
Water and Sewer Connections grants	SHIP FY 14/15 60,000 SHIP FY 15/16 8,644 SHIP FY 16/17 <u>50,000</u> Subtotal: 118,644
Residential Construction Mitigation Program (RCMP)	Subtotal: 174,600
Hurricane Loss Mitigation Program (HLMP)	Subtotal: 194,000
Soft Costs (inspections, work write up, specifications, title searches, mold and lead-based paint testing)	Included in above costs for each activity
Service Delivery Fees-not to exceed 12% for project eligible costs; or, 10% for state funded (RCMP/HLMP) project eligible costs	Included in above costs for each activity
	TOTAL BUDGET: \$4,538,143

EXHIBIT "G"

PROGRAM GUIDELINES

MINOR HOME REPAIR PROGRAM-BROWARD COUNTY

Funding Available: \$2,878,797
\$2,128,153 SHIP FYs 14/15; 15/16; 16/17, 17/18
750,644 CDBG

Income Categories to be served

- Very-Low, Low, and Moderate Income (up to 120% AMI)

Eligibility

- Property must be owner occupied (verified)
- No unpermitted or illegal additions allowed
- Proof of homeowner's insurance
- Proof of paid property taxes
- Household income verified

Geographic area served

- Unincorporated Broward County and eligible small cities

Repairs

- Roof repair/replacement, including sheathing replacement, roof deck strengthening, and hurricane strap installation
- Window and door replacement
- Insulation
- Hurricane storm shutters
- HVAC system repair/replacement
- Electrical panel upgrade or replacement
- Smoke/carbon monoxide detector replacement or installation

Award

- Not to exceed \$40,000 per household (exceptions may be approved by Division)

Contractor selection criteria

- Contractor must meet licensing requirements and be registered with Broward County
- Selection will be through competitive bid process
- County Homeowner-Contractor Agreement will be executed

Loan terms

- Ten (10) year zero percent (0%) interest, deferred payment loan
- Payment due upon sale or transfer of property within ten (10) year loan term
- Loan forgiven (mortgage satisfied) after the ten (10) year loan term in compliance with loan documents

- In the event of the death of the Homeowner during the ten (10) year loan term, the loan will not become due if the property is transferred to an income eligible heir. Income to be verified by Broward County.

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EXTERIOR PAINT-BROWARD COUNTY

Funding Available: \$89,587
\$49,587 SHIP FY 16/17
40,000 CDBG

Income Categories to be served

- Very-Low to Low Income (up to 80% AMI)

Eligibility

- Property must be owner occupied (verified)
- Proof of paid property taxes
- Household income verified

Geographic area served

- Unincorporated Broward County

Repairs

- Preparation of all exterior surfaces
- Caulk, seal surfaces as necessary
- Prime and paint all exterior surfaces, including window and door trim, exterior doors, soffits, fascia and walls

Award

- Not to exceed \$4,000 per household (exceptions may be approved by Division)

Contractor selection criteria

- Contractor must meet licensing requirements and be registered with Broward County
Selection will be through competitive bid process
- County Homeowner-Contractor Agreement will be executed

Grant

- Funding is in the form of a grant. No repayment is required from the Homeowner.

MINOR HOME REPAIR PROGRAM-WESTON

Funding Available: \$420,069

\$228,398	SHIP FY 16/17
91,778	CDBG FY 16/17
99,893	CDBG FY 17/18

Income Categories to be served

- Very-Low, Low, and Moderate Income (up to 120% AMI)

Eligibility

- Property must be owner occupied (verified)
- No unpermitted or illegal additions allowed
- Proof of homeowner's insurance
- Proof of paid property taxes
- Household income verified

Geographic area served

- Weston

Repairs

- Roof repair/replacement, including sheathing replacement, roof deck strengthening, and installation of hurricane straps
- Window and door replacement
- Insulation
- Hurricane storm shutters
- HVAC system repair/replacement
- Electrical panel upgrade or replacement
- Smoke/carbon monoxide detector replacement or installation

Award

- Not to exceed \$40,000 per household (exceptions may be approved by Division)

Contractor selection criteria

- Contractor must meet licensing requirements and be registered with Broward County
- Selection will be through competitive bid process
- County Homeowner-Contractor Agreement will be executed

Loan terms

- Ten (10) year zero percent (0%) interest, deferred payment loan
- Payment due upon sale or transfer of property within ten (10) year loan term
- Loan forgiven (mortgage satisfied) after the ten (10) year loan term in compliance with loan documents
- In the event of the death of the Homeowner during the ten (10) year loan term, the loan will not become due if the property is transferred to an income-eligible heir. Income to be verified by Broward County.

MINOR HOME REPAIR PROGRAM-MARGATE

Funding Available: \$662,446

\$188,700	SHIP FY 15/16
247,337	SHIP FY 16/17
115,239	CDBG FY 16/17
111,170	CDBG FY 17/18

Income Categories to be served

- Very-Low, Low and Moderate Income (up to 120% AMI)

Eligibility

- Property must be owner occupied (verified)
- No unpermitted or illegal additions allowed
- Proof of homeowner's insurance
- Proof of paid property taxes
- Household income verified

Geographic area served

- Margate

Repairs

- Roof repair/replacement, including sheathing replacement, roof deck strengthening, and installation of hurricane straps
- Window and door replacement
- Insulation
- Hurricane storm shutters
- HVAC system repair/replacement
- Electrical panel upgrade or replacement
- Smoke/carbon monoxide detector replacement or installation

Award

- Not to exceed \$25,000 per household for SHIP projects (exceptions may be approved by Margate)
- Not to exceed \$40,000 per household for CDBG projects (exceptions may be approved by Margate)

Contractor selection criteria

- Contractor must meet licensing requirements and be registered with Broward County
- Selection will be through competitive bid process
- County Homeowner-Contractor Agreement will be executed

Loan terms

- Ten (10) year zero percent (0%) interest, deferred payment loan
- Payment due upon sale or transfer of property within ten (10) year loan term
- Loan forgiven (mortgage satisfied) after the ten (10) year loan term in compliance with the loan documents

- In the event of the death of the Homeowner during the ten (10) year loan term, the loan will not become due if the property is transferred to an income-eligible heir. Income to be verified by Broward County.
- Homeowner will be ineligible to receive any other funding from Margate.

WATER AND SEWER CONNECTIONS PROGRAM

Funding Available: \$118,644

\$60,000	SHIP FY 14/15
8,644	SHIP FY 15/16
50,000	SHIP FY 16/17

Income Categories to be served

- Very-Low, Low, and Moderate Income (up to 120% AMI)

Eligibility

- Property must be owner occupied (verified)
- Proof of paid property taxes
- Household income verified
- Homeowner to provide Notice of Availability of Sanitary Sewer Services ("NAGNIP BPS")

Geographic area served

- Broward County

Repairs

- Deactivate septic tank system
- Install new sewer line from house to lateral line
- Cleanout all existing drain lines, as needed
- Install plumbing to house, as necessary

Award

- Not to exceed \$4,500 per household (exceptions may be approved by Division)

Contractor selection criteria

- Contractor must meet licensing requirements and be registered with Broward County
- Selection will be through competitive bid process
- County Homeowner-Contractor Agreement will be executed

Grant

- Funding is in the form of a grant. No repayment is required from the Homeowner.

RCMP and HLMP

Funding Available: \$174,600 RCMP \$194,000 HLMP

Income Categories to be served

- Very-Low and Low Income (up to 80% AMI)

Eligibility

- Property must be owner occupied (verified)
- No unpermitted or illegal additions allowed
- Proof of homeowner's insurance
- Proof of paid property taxes
- Household income verified

Geographic area served

- Unincorporated Broward County and eligible cities

Repairs

- Roof repair/replacement, including sheathing replacement, roof deck strengthening, and hurricane strap installation
- Window and door replacement
- Hurricane storm shutters
- Hurricane fastening for HVAC components or propane tanks
- Post-repair wind mitigation report

Award

- Not to exceed \$40,000 per household as approved by State of Florida Department of Emergency Management (PIS approved)

Contractor selection criteria

- Contractor must meet licensing requirements and be registered with Broward County
- Selection will be through competitive bid process
- County Homeowner-Contractor Agreement will be executed

Loan terms

- Ten (10) year zero percent (0%) interest, deferred payment loan
- Payment due upon sale or transfer of property within ten (10) year loan term
- Loan forgiven (mortgage satisfied) after the ten (10) year loan term in compliance with the loan documents
- In the event of the death of the Homeowner during the ten (10) year loan term, the loan will not become due if the property is transferred to an income-eligible heir. Income to be verified by Broward County.