

**AMENDMENT TO
HOME INVESTMENT PARTNERSHIPS PROGRAM
REHABILITATION LOAN AGREEMENT**

THIS AMENDMENT TO THE HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) AGREEMENT ("Amendment") is entered into on _____, between the following: **Michelin Lambert** ("Owner") of the subject property, the **City of North Miami**, a Florida municipal corporation with a principal address of 776 NE 125th Street, North Miami, Florida 33161 ("City"), and **M & A Builders, LLC** ("Contractor") having its principal business address at 5144 NW 42nd Terrace., Coconut Creek, FL 33073 collectively referred to as the "Parties".

RECITALS

WHEREAS, on 3/24/2020, the Parties entered into a Home Investment Partnerships Program (HOME) Rehabilitation Loan Agreement ("Agreement") which is attached hereto as Exhibit "A"; and

WHEREAS, the City desires to amend the Agreement to include additional rehabilitation services ("Services") as evidenced in the revised scope of services and attached hereto as Exhibit A - Revised Scope of Work; and

WHEREAS, the Services are estimated to cost an additional Four Thousand Three Hundred Fifty-Six Dollars and 00/100 Cents (\$4,356.00).

NOW THEREFORE, in consideration of the mutual terms and conditions set forth below, the Parties agree as follows:

1. **Article 2** is hereby amended to reflect a total amount of Forty-Four Thousand Fifty-Six Dollars and 00/100 Cents (\$44,056.00) in HOME funds being utilized for the rehabilitation of the subject property.
2. **Article 18** is hereby amended to reflect a limitation on liability amount of Forty-Four Thousand Three Hundred Fifty-Six Dollars and 00/100 Cents (\$44,356.00)
3. **Exhibit "A" SCOPE OF SERVICES** is hereby amended to show the modified requested services and total contract amount.
4. **Exhibit "D"**, Article 2 is hereby amended to reflect a total contract price of Forty-Four Thousand Fifty-Six Dollars and 00/100 Cents (\$44,056.00)
5. All other terms and conditions of the Agreement remain in full force and effect.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their respective and duly authorized representatives effective as of the date first written above:

ATTEST:

Corporate Secretary or Witness:

By: Tommy Lee Frison

Print Name: Tommy Lee Frison

Date: 4/30/21

Michelin Lambert
“Owner”:

By: Michelin Lambert
Print Name: Michelin Lambert

Date: 4-20-21

Tommy Lee Frison
Witness

Date: 4/20/21

CONTRACTOR:

By: Janet Allen
Date: 4-20-21

APPROVED BY:

Alberte Bazile, MBA.
Housing & Social Services, Director

Date: _____

ATTEST:

City of North Miami, a FLORIDA municipal Corporation, “City”:

Vanessa Joseph, Esq., City Clerk

Theresa Therilus, Esq., City Manager

City Clerk Date Signed

City Manager Date Signed

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Jeff P. H. Cazeau, Esq., City Attorney

City Attorney Date Signed