

**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 125<sup>th</sup> Street, North Miami, Florida 33161 (“City”), and **M & A Builders, LLC** (“Contractor”) having its principal business address at 5144 NW 42<sup>nd</sup> 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:

Michelin Lambert  
"Owner":

By: Tommy Lee Frison

By: Michelin Lambert

Print Name: Tommy Lee Frison

Print Name: Michelin Lambert

Date: 4/30/21

Date: 4-20-21

**CONTRACTOR:**

Tommy Lee Frison

By: Jeffrey

Witness

Date: 4-20-21

Date: 4/20/21

**APPROVED BY:**

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

\_\_\_\_\_  
Alberte Bazile, MBA.  
Housing & Social Services, Director

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