

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: First Amendment to the Seminole County/Seminole County Victim's Rights Coalition, Inc. HOME/SHIP Subrecipient Agreement Program Year 2003-2004.

DEPARTMENT: Planning & Development **DIVISION:** Community Resources

AUTHORIZED BY: Dan Matthys **CONTACT:** Robert Heenan **EXT.** 7380

Agenda Date <u>07/26/2004</u>	Regular <input type="checkbox"/>	Consent <input checked="" type="checkbox"/>	Work Session <input type="checkbox"/>	Briefing <input type="checkbox"/>
	Public Hearing - 1:30 <input type="checkbox"/>		Public Hearing - 7:00 <input type="checkbox"/>	

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the First Amendment to the Seminole County/Seminole County Victim's Rights Coalition, Inc. HOME/SHIP Subrecipient Agreement Program Year 2003-2004.

(District 5-Carey)

BACKGROUND:

On July 13, 2004 the Board of County Commissioners (Board) approved a Subrecipient Agreement (Agreement) between Seminole County, and the Seminole County Victim's Rights Coalition, Inc. (Coalition). The Coalition is required to construct a new shelter for affordable transitional housing for very low income victims of domestic abuse and their dependent children. The new shelter will have 24 housing units with 4 beds in each room (96 beds). Total project funding consists of \$505,010 in HOME money, \$1,500,000 in SHIP money, and a Coalition contribution of \$801,000 in state grant money.

In order to ensure a timely expenditure of federal HOME dollars, the amendment provides for a restructure of project financing, allowing reimbursement payments to the Coalition for all real property acquisition costs and all professional service costs. The Coalition will spend reimbursed payments as its contribution for construction. Completion of the new shelter is scheduled for December 31, 2006. County staff and the Coalition agree that the Agreement will require an amendment to include a time extension to December 31, 2006. This amended agreement extends the time of completion and allows for reimbursement of purchase and expenses. The amendment does not increase the County's original contribution of \$2,005,010.

Reviewed by:	
Co Atty:	
DFS:	
Other:	
DCM:	
CM:	
File No. <u>-cpdc02</u>	

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute the First Amendment to the Seminole County/Seminole County Victim's Rights Coalition, Inc. HOME/SHIP Subrecipient Agreement Program Year 2003-2004.

Attachment: First Amendment to the Seminole County/Seminole County Victim's Rights Coalition, Inc. HOME/SHIP Subrecipient Agreement Program Year 2003-2004.

FIRST AMENDMENT TO SEMINOLE COUNTY/
SEMINOLE COUNTY VICTIM'S RIGHTS COALITION, INC.
HOME/SHIP SUBRECIPIENT AGREEMENT
PROGRAM YEAR 2003-2004

THIS FIRST AMENDMENT, entered into this _____ day of _____, 2005, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," and SEMINOLE COUNTY VICTIM'S RIGHTS COALITION, INC., a Florida non-profit corporation, whose mailing address is Post Office Box 2921, Sanford, Florida 32772-2921, hereinafter referred to as "COALITION".

WHEREAS, COALITION and COUNTY previously entered into that certain Seminole County/Seminole County Victim's Right's Coalition, Inc. HOME/SHIP Subrecipient Agreement Program Year 2003-2004 dated July 13, 2004 (the "Agreement") wherein COUNTY provided the sum of TWO MILLION FIVE THOUSAND TEN AND NO/100 DOLLARS (\$2,005,010.00) of United States Department of Housing and Urban Development HOME funds and State Housing Initiative Partnership ("SHIP") funds for construction of a twenty-four (24) unit transitional rental housing facility for very low income victims of domestic violence and their dependent children; and

WHEREAS, COALITION and COUNTY have determined that it is necessary to extend the date for completion of the project and to clarify that a portion of the HOME funds shall be used for reimbursement of site acquisition costs, new construction, as well as ancillary services for both; and

WHEREAS, these revisions also require amendment to the Agreement and Exhibits A and B thereto;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree the following amendments to the Agreement:

Section 2. Section 2(a) of the agreement, defining the Affordability Period, is hereby amended to read as follows:

"(a) "Affordability Period" means the length of time for which the subject properties must comply with HUD/SHIP regulations and be used solely for the affordable housing purposes set forth herein. Because this Agreement involves new construction of affordable rental housing units, said period shall be for a term of twenty (20) years pursuant to 24 CFR § 92.252 terminating on ~~September 30, 2025~~ December 31, 2026."

Section 3. Section 4 of the Agreement is hereby amended to read as follows:

"Section 4. Term. This Agreement shall be effective upon its execution by all parties. COALITION shall complete all site acquisition, construction services and related services required by this Agreement on or before ~~September 30, 2005~~ December 31, 2006. The foregoing notwithstanding, this Agreement shall continue in full force and effect until expiration of the Affordability Period as required by 24 CFR § 92.504(3)(ix) unless otherwise terminated by COUNTY as allowed by law."

Section 4. Section 5 of the Agreement is hereby amended to read as follows:

"Section 5. Disbursement of Funds.

(a) The COUNTY shall reimburse COALITION for funds paid for necessary real property acquisition related costs and for funds paid to the contractors, subcontractors and vendors selected by COALITION to provide required construction related goods and services under this Agreement in accordance with the revised Scope of Services attached as Exhibit A-1 to this First Amendment and the Revised Project Budget, attached hereto as Exhibit "B" and as Exhibit B-1 to the First Amendment and incorporated herein by reference.

(b) The COUNTY has allocated TWO MILLION FIVE THOUSAND TEN AND NO/100 DOLLARS (\$2,005,010.00) comprised of HUD HOME funds of FIVE HUNDRED FIVE THOUSAND TEN AND NO/100 DOLLARS (\$505,010.00) and SHIP funds of ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,500,000.00) for completion of this Agreement. The COUNTY will pay/reimburse COALITION for the real property acquisition and construction related costs and services rendered under this Agreement up to TWO MILLION FIVE THOUSAND TEN AND NO/100 DOLLARS(\$2,005,010.00). In the event that COALITION does not require the full amount thereof, as reflected in the bids received and reviewed by both parties to this Agreement, the CD Administrator reserves the right to reallocate such funds to other HUD, HOME, and SHIP projects.

(c) In no event shall the COUNTY reimburse COALITION, its contractors, subcontractors or vendors until all acquisition costs, as well as all other goods and services rendered, are invoiced and approved in writing by the Executive Director of COALITION and the CD Administrator.

(d) In order to process payment requests, COALITION shall submit to the COUNTY an original invoice signed by the entity requesting payment and COALITION's Project Manager. Copies of receipts or other acceptable documentation demonstrating incurrence of each expense must be submitted with the invoice.

(e) Upon receipt of the documentation listed above, the COUNTY shall initiate reimbursement to COALITION. The COUNTY reserves the right to verify, by site inspection when necessary, that all goods and acquired real property, materials, labor and services have been properly invoiced. Payment shall be made as soon as practicable; provided, however, that if COALITION, its vendors, contractors and subcontractors have performed services in full compliance with all HUD, HOME and SHIP requirements and properly invoiced the request for payment, payment shall be rendered by the COUNTY within thirty (30) days of its receipt of payment request.

(f) On or before ~~September 30, 2005~~ December 31, 2006, COALITION shall render a final and complete statement to the COUNTY of all real property acquisition and construction related costs for goods and services not previously invoiced. The COUNTY shall not be obligated to pay any charges, claims or demands of COALITION not properly invoiced and received by the COUNTY by ~~September 30, 2005~~ December 31, 2006.

(g) Any goods or services not allotted in the Project Budget, or not undertaken in compliance with this Agreement, will only be reimbursed by the COUNTY if the CD Administrator has issued prior written approval of such goods or services.

(h) COALITION shall use the funds provided under this Agreement to leverage funds and services for the completion of the services described herein. COALITION must demonstrate a minimum leveraging of ~~FIVE HUNDRED EIGHTY ONE THOUSAND ONE HUNDRED AND NO/100 DOLLARS~~ ~~(\$581,100.00)~~ FIVE HUNDRED EIGHTY THOUSAND ONE HUNDRED AND NO/100 DOLLARS (\$580,100.00) all of which shall be applied toward completion of the site acquisition and construction of the rental units as described in Exhibits "A" and "B" to this Agreement. Prior to any reimbursement of funds, COALITION must demonstrate that all required leveraged funds are available or obligated toward the provision of the twenty four (24) affordable rental housing units, of which ~~forty-eight~~ twelve (12) shall be SHIP funded and twelve (12) shall be HOME funded transitional rental units. Prior to final reimbursement payment by the COUNTY, COALITION shall provide appropriate documentation to demonstrate that sufficient funds and/or services have been leveraged and all leveraged money has been applied toward the rehabilitation and construction of the housing units. If sufficient leveraging has not been demonstrated, COALITION shall be deemed to be in breach of this Agreement and the COUNTY shall withhold any and all future payments to COALITION in addition to any other remedies set forth herein."

Section 5. Section 18 of the Agreement is hereby amended to read as follows:

"Section 18. Program Income.

(a) In the event that any program income is received by COALITION as a direct result of the investment of any COUNTY funds awarded under

this Agreement up to ~~September 30, 2005~~ December 31, 2006, COALITION shall immediately render such income to the COUNTY.

(b) If any income is received by COALITION as a direct result of the investment of any COUNTY funds awarded under this Agreement after ~~September 30, 2005~~ December 31, 2006, or after expiration of the term of this Agreement on ~~September 30, 2025~~ December 31, 2026, such income shall be used by COALITION to provide transitional housing services to the clients of COALITION.

Section 6. Exhibit "A" to the Agreement, entitled General Scope of Services, is hereby superseded and replaced by Exhibit A-1, attached to this First Amendment.

Section 7. Exhibit "B" to the Agreement, entitled Project Budget, is hereby superseded and replaced by Exhibit B-1, attached to this First Amendment.

Section 8. Effect of First Amendment On Agreement.

All other terms and provisions of the Agreement and Exhibits C, D, E, F, G, and H thereto which are not expressly amended by this First Amendment shall remain in full force and effect. The amended provisions of this First Amendment together with the Exhibits hereto along with the remaining unchanged provisions of the Agreement and Exhibits shall constitute the entire understanding of the parties as to the subject matter of the Agreement.

Section 9. Severability of Invalid Provisions. If any one or more of the covenants or provisions of this First Amendment shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against

public policy, or shall for any reason whatsoever be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this First Amendment and the Agreement, and shall in no way affect the validity of the remaining covenants or provisions of this First Amendment and the Agreement:

Section 10. Effective Date of First Amendment. This First Amendment shall become effective on the date of execution by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Agreement to be executed:

SEMINOLE COUNTY VICTIM'S RIGHTS
COALITION, INC.

ATTEST:

By: *Julie Remington*
Print Name: Julie Remington

By: *Jeannette Gold*
Print Name: Jeannette Gold
Title: Executive Director
Date: 6-22-05

[CORPORATE SEAL]

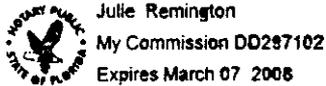
STATE OF FLORIDA)

COUNTY OF SEMINOLE

I HEREBY CERTIFY that, on this 22nd day of June, 2005, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JEANNE GOLD, as President and EXECUTIVE Director, as _____, of SEMINOLE COUNTY VICTIM'S RIGHTS COALITION, INC., a non-profit corporation organized under the laws of the State of Florida, who are personally known to me or who have produced _____ as identification. They have acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

Julie Remington

Print Name: Julie Remington
Notary Public in and for the County
and State Aforementioned
My commission expires: 3/7/2008



BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney

Attachments:

- Exhibit A-1 - Revised General Scope of Services
- Exhibit B-1 - Revised Project Budget

EXHIBIT A-1

REVISED GENERAL SCOPE OF SERVICES SEMINOLE COUNTY VICTIMS' RIGHTS COALITION, INC. (COALITION)

The COALITION shall provide the following rental housing activity services to address the affordable housing needs of very low income households within Seminole County. Capitalized words and terms herein shall have the same meanings ascribed to them in the Agreement and the First Amendment to the Agreement.

SCOPE

- I. The COALITION shall acquire the real property site and construct a living facility (group home) containing a minimum of twenty four (24) rental housing units, each unit containing four (4) beds, on property located in Sanford, Florida. HUD HOME funds provided under the Agreement shall be applied towards reimbursement to COALITION for site acquisition costs as well as engineering, design, architectural, environmental and geotechnical services related to acquisition and construction costs. There shall be a minimum of twelve (12) transitional rental housing units funded by County's HOME Program funds and a minimum of twelve (12) transitional shelter housing units funded solely by the County's SHIP funds. All transitional housing units shall all have four (4) beds) and are to provide occupancy for up to ninety six (96) Very Low Income-eligible individuals, consisting of victims of domestic violence and their dependent children.
- II. For the twelve (12) HOME/SHIP-funded transitional housing units, the COALITION shall comply with the provisions of the HOME regulations in the following manner:
 - All units shall be occupied by households whose annual incomes do not exceed 50% of the prevailing Area Median Income for the Orlando Metropolitan Statistical Area (MSA), as established by the U.S. Department of Housing and Urban Development (HUD). In addition, the monthly rents on all units shall not exceed the prevailing "low HOME rents", as established by HUD.
 - All units shall be accessible to individuals with mobility and sensory impairments and shall be compliant with the standards as cited in the Uniform Federal Accessibility Standards (UFAS).
 - All units shall be designated "fixed HOME units," as defined in 24 CFR 92.252 (j).
 - The twelve (12) units shall serve as transitional rental housing units, as defined in 24 CFR 92.2.
- III. For the twelve (12) SHIP-funded transitional housing units, the COALITION shall further comply with the provisions of the SHIP regulations in the following manner:

- All emergency shelter housing units shall be occupied by households whose annual incomes do not exceed 50% of the prevailing Area Median Income for the Orlando MSA, as established by the Florida Housing Finance Corporation. In addition, the monthly rents on these units shall not exceed the prevailing Maximum Rents by Number of Bedrooms in Unit at this income level, as established by the Florida Housing Finance Corporation.

IV. All twenty four (24) units shall meet the current edition of the Model Energy Code published by the Council of American Building Officials.

V. This property shall comply with 24 CFR 92.250 "Maximum Per-unit Subsidy amount and Subsidy Layering", specifically, 24 CFR 92.250 (a). The COALITION shall not expend more than the HUD-established prevailing maximum subsidy per unit in the performance of this Agreement.

VI. In further compliance with conflict of interest regulations cited at 24 CFR 92.356 and Chapter 112, Florida Statutes, no COALITION board member or employee or any related family member of either shall receive or obtain gain or profit in the performance of this Agreement.

VII. Compliance with this Agreement shall include, but not be limited to, the following:

a. The price paid for any real property acquisition for which HOME funds are involved shall not exceed the fair market value of such parcel as evidenced by a market appraisal report prepared by a qualified appraiser.

b. The COALITION shall request a minimum of three (3) construction bids and shall accept bids from licensed contractors to complete the work according to approved construction plans and specifications and the COALITION shall maintain proper documentation of the procurement standards in compliance with 24 CFR 84.40 through 84.48.

c. The COALITION shall execute the construction contract directly with the contractor.

d. The COALITION shall inspect, monitor progress and ensure completion of the construction work.

e. The COALITION shall approve and process payments to the contractor through the COUNTY in accordance with Section 5 of this Agreement. The COALITION, on

behalf of contractors and other applicable vendors, shall verify and document completion of the work being requested for payment.

f. The COALITION shall advertise, receive and process applications for assistance from all potential tenants of the HOME-funded units in compliance with 24 CFR 92.351(a). The COALITION shall advertise, receive and process applications for assistance from all potential tenants of the SHIP-assisted units in compliance with procedures by the Florida Housing Finance Corporation. The COALITION shall determine and verify all incomes of every client to determine eligibility for assistance.

g. The COALITION shall prepare Monthly Reports in accordance with this Agreement in accordance with Exhibit D attached to the Agreement, and shall submit these reports to the Seminole County Community Development Office no later than fifteen (15) days following the end of the reporting period.

h. The COALITION shall prepare End of Year Reports, attached to the Agreement as Exhibits E & F, which shall be submitted to the COUNTY no later than ~~October 15, 2005~~ February 15, 2007.

i. The COALITION shall consult with the COUNTY's Housing Manager or his/her designee to assure compliance with 24 CFR Part 92 governing the HOME Program, and Chapter 420, Part VII of the Florida Statutes, entitled "State Housing Initiatives Partnership Program" to ensure compliance with the SHIP Program.

j. The COALITION shall implement and administer all activities in accordance with written policies and procedures as required or developed by the COUNTY, as amended from time to time.

VIII. The COALITION shall at the appropriate time and at the direction of the COUNTY'S Housing Manager, execute a Declaration of Restrictive Covenant and a Mortgage Deed and Promissory Note, attached as Exhibits G and H, respectively, to the Agreement, in favor of the COUNTY and in compliance with the HOME and SHIP Program regulations. The execution of these documents and their recording with the County Clerk's Office will ensure compliance with 24 CFR 92.252 (e) of the HOME Regulations and Florida State Statutes Chapter 420, Part VII, 420.9075 (4) (F) of the State Housing Initiatives Partnership Program.

EXHIBIT B-1
REVISED PROJECT BUDGET

<i>Funding Sources</i>	<i>Estimated Budget</i>
COUNTY HOME Program funding real property site acquisition and construction of 12 transitional housing units to include related architectural, design, engineering, environmental and geotechnical services related to both.	\$505,010
COUNTY SHIP Program funding (construction of 12 transitional housing units)	\$1,500,000
2001-2002 SHIP funding: \$157,959.05	
2002-2003 SHIP funding: \$1,342,040.95	
<i>Subtotal: total funding provided by COUNTY</i>	<i>\$2,005,010</i>
Funding provided by COALITION (all 24 units)	\$580,100
Total project funding	\$2,585,110