

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** 2<sup>nd</sup> Amendment to Agreement with the Center for Affordable Housing, Inc.

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

**AUTHORIZED BY:** Donald S. Fisher **CONTACT:** Buddy Balagia **EXT.** 7379

<b>Agenda Date</b> <u>09/14/2004</u> <b>Regular</b> <input type="checkbox"/> <b>Consent</b> <input checked="" type="checkbox"/> <b>Work Session</b> <input type="checkbox"/> <b>Briefing</b> <input type="checkbox"/> <b>Public Hearing – 1:30</b> <input type="checkbox"/> <b>Public Hearing – 7:00</b> <input type="checkbox"/>
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**MOTION/RECOMMENDATION:**

Approve and authorize Chairman to execute the 2<sup>nd</sup> Amendment to the HOME CHDO Subrecipient Agreement with the Center for Affordable Housing, Inc.

**BACKGROUND:**

On January 15, 2004 the Board entered into an Agreement with the Center for Affordable Housing to use HOME CHDO (Community Housing Development Organization) funds to purchase six housing units for rehabilitation and use as transitional housing for homeless households seeking self-sufficiency. All six units are currently in use. The Agreement was amended on July 13, 2004 to include CHDO-specific language as required by Federal regulations.

A total of \$140,000 in 2002-2003 HOME Program funds remains uncommitted and must be encumbered under contract by September 30, 2004. The Center has requested these funds and has agreed to purchase an additional four housing units to rehabilitate and use as transitional housing. Staff prepared an Amendment (attached) which was executed by the Center and now requests Board execution.

Reviewed by _____ Co Atty: _____ DFS: _____ Other: _____ 8/12/04 DCM: _____ CM: _____  File No. <u>-cpdc01</u>
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SECOND AMENDMENT TO SEMINOLE COUNTY/THE CENTER FOR AFFORDABLE HOUSING,  
INC. HOME PROGRAM COMMUNITY HOUSING DEVELOPMENT ORGANIZATION  
SUBRECIPIENT AGREEMENT PROGRAM YEAR 2003-2004

THIS SECOND AMENDMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ and is to that certain Agreement made and entered into on the 15<sup>th</sup> day of January, 2004, as amended on July 13, 2004, between **THE CENTER FOR AFFORDABLE HOUSING, INC.**, whose address is 2524 S. Park Drive, Sanford, Florida 32771, hereinafter referred to as "CENTER," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

**W I T N E S S E T H:**

**WHEREAS**, CENTER and COUNTY entered into the above-referenced Agreement on January 15, 2004, as amended on July 13, 2004 for provision of six (6) units of affordable rental housing for low and very low income families in Seminole County; and

**WHEREAS**, the parties desire to amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides; and

**WHEREAS**, Section 26 of the Agreement provides that the expansion of the rental units acquisition and rehabilitation program to purchase more than the six (6) units envisioned originally may be done by addendum signed by both parties describing the number of units, completion dates, and other particulars sufficient to permit a restatement of Exhibits "A" and "B" which shall also be deemed revised,

**NOW, THEREFORE**, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. Exhibits "A" and "B" of the Agreement are deleted and Exhibits "A" and "B" attached hereto are substituted therefore.

2. Section 4 of the Agreement is hereby amended to read:

**Section 4. Term.** This Agreement shall be effective upon its execution by all parties. CENTER shall complete all services required by this Agreement on or before December 31, 2005. Pursuant to 24 CFR, section 92.504(3)(ix), this Agreement shall remain in full force and effect throughout the term of the Affordability Period and automatically terminate thereafter unless extended by written amendment to this Agreement. CENTER shall complete all services required by this Agreement in accordance with the following schedule:

- By November 28, 2003: meet with County Project Manager to review terms of this Agreement;
- By December 31, 2005: complete acquisition and rehabilitation of all ten (10) affordable housing units.

Anything to the contrary notwithstanding, all rental units whose rehabilitation and/or acquisition is financed under this Agreement shall comply with the applicable Affordability Period requirements of 24 CFR, section 92.252(e).

3. Section 5(f) of the Agreement is hereby amended to read:

(f) On or before December 31, 2005, CENTER shall render a final and complete statement to the COUNTY of all costs for goods and services not previously invoiced. The COUNTY shall not be obligated to pay any charges, claims, or demands of CENTER not properly invoiced and received by the COUNTY by December 31, 2005.

4. Section 5(h) of the Agreement is hereby amended to read:

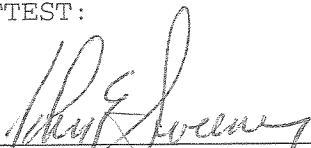
(h) CENTER shall use the funds provided under this Agreement to leverage funds and services for the completion of the services described herein. CENTER must demonstrate a minimum leveraging of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) in the form of dollars or, if pre-approved in writing by the CD Administrator, professional services

or in-kind services. Prior to any advancement or reimbursement of funds, the CENTER must demonstrate that all required leveraged funds are available or obligated toward the provision of at least ten (10) rental housing units. Prior to final reimbursement payment by the COUNTY, the CENTER shall provide appropriate documentation to demonstrate that sufficient funds and/or services have been leveraged and all leveraged money has been applied toward the acquisition, rehabilitation, and/or construction of the housing units. If sufficient leveraging has not been demonstrated, the CENTER shall be deemed to be in breach of this Agreement and the COUNTY shall withhold any and all future payments to the CENTER in addition to any other remedies set forth herein.

5. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:

  
\_\_\_\_\_  
~~ETTA MONTAGUE~~, Secretary  
JOHN SWEENEY,  
[CORPORATE SEAL]

THE CENTER FOR AFFORDABLE HOUSING, INC.

By:   
\_\_\_\_\_  
SUSAN CASWELL, President

Date: 8/8/04

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
DARYL G. MCLAIN, Chairman

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

For the use and reliance  
of Seminole County only.

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

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney  
AC/lpk  
8/4/04  
lam center afford housing

Attachments:  
Exhibit "A" - Scope of Services  
Exhibit "B" - Project Budget

## EXHIBIT A

### SCOPE OF SERVICES

#### GENERALLY:

CENTER shall produce at least ten (10) rental housing units. The CENTER shall use the funds issued by the COUNTY pursuant to this Agreement to acquire the necessary real property and housing structures and rehabilitate such structures to produce the ten (10) housing units. No less than ten (10) shall be acquired and/or rehabilitated initially. Acquisition and/or rehabilitation of more units shall be documented by addendum to the Agreement in accordance with Section 26 thereof.

In no event shall any of the housing units be rented to persons other than Low income families; provided, however, that at least four (4) of the housing units shall be rented to Very Low income families.

All units shall be rented only to families attempting to obtain self-sufficiency and in need of support services to do so. Rental preferences shall be given to clients of Seminole County Victim's Rights Coalition, Inc., J.U.T.E., Inc., and The Lisa Merlin House, Inc. All units shall be used as transitional housing with a two (2) year maximum occupancy term and not as permanent residences.

#### SPECIFIC OBLIGATIONS:

1. CENTER shall prepare all documents required for bidding any ~~and all aspects of the Agreement in accordance with legal requirements.~~ The documents shall be submitted to the COUNTY for review and approval prior to commencement of the bidding process.

2. CENTER shall meet with the CD Administrator, his or her designee, and the COUNTY's Construction Specialist prior to and/or

during the work description write ups to insure accuracy and quality of the final work product.

3. CENTER shall advertise for bids and provide bidders with a specific response period in accordance with legal requirements.

4. Following the close of the bidding period, the COUNTY and CENTER shall jointly review the bids received and bidder qualifications.

CENTER shall select, upon COUNTY approval, the bidder to be awarded the contract work. CENTER shall prepare, negotiate, and execute a contract with the selected bidder.

5. CENTER shall locate and acquire real property and structures to serve as the housing units. CENTER shall assure that no relocation or displacement obligations are created toward any renters or occupant owners thereof. If any of the properties to be acquired are occupied by owner(s) or tenant(s) of the property, CENTER shall seek direction from the COUNTY Relocation Specialist before entering into any type of activity to acquire the property.

6. CENTER shall acquire the real property and associated structures for the least possible cost and in no event more than fair market value as determined by a State licensed real estate appraiser.

Prior to closing on each parcel, CENTER shall obtain written COUNTY approval of the proposed acquisition and preliminary cost estimates of rehabilitation associated with the structure to be rehabilitated on that parcel.

7. CENTER shall prepare design plans and budgets for the rehabilitation of the housing units.

8. CENTER shall monitor and inspect all rehabilitation/construction activities to ensure compliance with this Agreement.

9. CENTER shall secure all necessary permits or certificates.

10. CENTER shall advertise for and process rental applications for the housing units. CENTER shall be responsible for ensuring client(s) income-eligibility for assistance.

11. The CENTER's Executive Director shall be the liaison to the COUNTY and responsible for responding to all requests by the COUNTY.

12. No CENTER board member or employee or any related family member of either shall receive or obtain gain or profit in the form of a real estate commission, appraisal contract fee, or payment for any other related product or service for properties purchased or sold by them in accordance with this Agreement.



EXHIBIT B  
PROJECT BUDGET

ACTIVITY	FUNDS
Acquisition and/or rehabilitation of at least ten (10) housing units and associated real property.	\$285,000.00
Developer's fees per housing unit (to be paid at completion of each unit)	\$ 4,500.00 (\$4,500.00 x 10 housing units=\$45,000.00 total)
<b>Total</b>	<b>\$330,000.00</b>