

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Second 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 12/20/2005 Regular Consent Work Session Briefing
Public Hearing – 1:30 Public Hearing – 7:00

MOTION/RECOMMENDATION:

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

(District 5-Carey)

BACKGROUND:



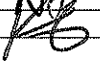

On July 13, 2004 the Board of County Commissioners (Board) approved a Subrecipient Agreement (Agreement) between Seminole County, and the Seminole County Victim's Rights Coalition, Inc. (Coalition). The Coalition is required to construct a new shelter for affordable transitional housing for very low 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 \$505,010.00 in HOME funds, \$1,500,000.00 in SHIP funds, and Coalition is matching these funds with a contribution of \$580,100.00.

The First Amendment to the Agreement was approved by the Board on July 26, 2005. The First Amendment extended the date for completion of the new shelter to December 31, 2006 and it designated the HOME Program as the source for payment to the Coalition for all land acquisition costs and all professional service costs.

To allow flexibility in designating from which grant program (HOME or SHIP) to pay for eligible expenses, the Second Amendment is written to allow either program to pay for eligible expenses. The Second Amendment does not affect the County's original HOME and SHIP funding contribution nor does it affect the Coalition's original matching fund contribution.

Staff Recommendation:

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

Reviewed by: 
Co Atty: _____
DFS: _____
Other: 
DCM: 
CM: 
File No. cpdc02

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

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

THIS SECOND 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 ("HUD") 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, the Agreement was amended on August 1, 2005 (the "First Amendment") to extend the Project completion and affordability period to December 31, 2006 and December 31, 2026, respectively, and to provide that HUD/HOME funds could be used for site acquisition and other ancillary costs of the Project; and

WHEREAS, COALITION and COUNTY have determined that it is necessary to further clarify that either or both HOME and SHIP funds shall be used for reimbursement of site acquisition costs and new construction, as

well as ancillary services for both; and

WHEREAS, these revisions also require a restatement of the General Scope of Services set forth as Exhibit A-1 to the First Amendment to the Agreement and a restatement of the Project Budget set forth as Exhibit B-1 to the First Amendment to the Agreement,

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 to the following further changes to the terms of this contractual understanding and responsibilities under the amended Agreement:

Section 1. Exhibit A-1 to the First Amendment to the Agreement is hereby superseded and replaced by Exhibit A-2 attached to this Second Amendment.

Section 2. Exhibit B-1 to the First Amendment to the Agreement is hereby superseded and replaced by Exhibit B-2 attached to this Second Amendment.

Section 3. Effect of Second Amendment On Agreement. All other terms and provisions of the Agreement, Exhibits C, D, E, F, G, and H thereto and the First Amendment which are not expressly amended by this Second Amendment shall remain in full force and effect. The amended provisions of this Second Amendment, together with the Exhibits hereto, along with the unchanged provisions of the Agreement and First Amendment shall together constitute the entire understanding of the parties as to the subject matter of the Agreement, as amended.

Section 4. Severability of Invalid Provisions. If any one or more of the covenants or provisions of this Second 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 Second Amendment and the Agreement, and shall in no way affect the validity of the remaining covenants or provisions of this Second Amendment and the Agreement.

Section 5. Effective Date of Second Amendment. This Second Amendment shall become effective on the date of execution by both parties hereto.

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

ATTEST:

SEMINOLE COUNTY VICTIM'S RIGHTS
COALITION, INC.

Janet Davis
JANET DAVIS, Secretary


By: Jeanne Gold
JEANNE GOLD, Executive Director

Date: 11-8-05

[CORPORATE SEAL]

STATE OF FLORIDA)
)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that, on this 10th day of November, 2005, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JEANNE GOLD, as Executive Director and JANET DAVIS, as Secretary, 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
My Commission DD297102
Expires March 07 2008

Julie Remington
Print Name: Julie Remington
Notary Public in and for the County
and State Aforementioned
My commission expires: 3/7/08

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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-2: Restated General Scope of Services
- Exhibit B-2: Restated Project Budget

EXHIBIT A-2

RESTATED GENERAL SCOPE OF SERVICES

SEMINOLE COUNTY VICTIM'S RIGHTS COALITION, INC.

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 meaning 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 and/or SHIP funds provided under the Agreement shall be applied toward 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 minimum of twelve (12) transitional shelter housing units funded by the COUNTY'S SHIP funds. All transitional housing units shall 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 funded transitional housing units, the COALITION shall comply with provisions of the HOME regulations in the following manner:
 - All units shall be occupied by households whose annual income does not exceed fifty percent (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 impairment 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 income does not exceed fifty percent (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 the 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 the 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 the Agreement.
- VII. Compliance with the Agreement shall include, but not be limited to, the following:
- (a) The price paid for any real property acquisition for which HOME and/or SHIP 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 the 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 the Agreement, using the form attached to the Agreement as Exhibit D, 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 and F, which shall be submitted to the COUNTY no later than 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 to the Agreement as Exhibits G and H respectively, 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 Statutes Chapter 420, Part VII, 420.9075(4)(F) of the State Housing Initiatives Partnership Program.

EXHIBIT B-2

RESTATED PROJECT BUDGET

Funding Sources	Estimated Budget
COUNTY HOME Program funding real property site acquisition and construction of twelve (12) transitional housing units to include related architectural, design, engineering, environmental, and geotechnical services related thereto.	\$505,010.00
COUNTY SHIP Program funding for site acquisition and construction of twelve (12) transitional rental housing units to include related architectural, design, engineering, geotechnical, and environmental services related thereto.	\$1,500,000.00
Subtotal: total funding provided by COUNTY	\$2,005,010.00
Funding provided by COALITION (all twenty-four (24) units)	\$580,100.00
Total Project funding	\$2,585,110.00