



Interoffice Memorandum

AGENDA ITEM

October 22, 2019

TO: Mayor Jerry L. Demings
-AND-
Board of County Commissioners

FROM: Jon V. Weiss, P.E., Director
Planning, Environmental and Development Services Department

**CONTACT PERSON: Nancy Sharifi, Assistant Manager
Housing and Community Development Division
407-836-5170**

SUBJECT: November 12, 2019 – Consent Item
Amendment No. 1 to Funding Agreement

On July 2, 2019, Orange County entered into a funding agreement with Grand Avenue Economic Community Development Corp., a not-for-profit, to allocate \$75,000 in general revenue funds to pay for pre-development costs associated with the construction of three single-family affordable rental units on two parcels of land owned by the agency. Grand Avenue Economic Community Development Corp. would like to add nine micro units on the adjacent property, located at 4049 S. Orange Blossom Trail, Orlando, FL 32839 and requested to amend the scope of work under the approved agreement. The approved budget of the agreement will remain unchanged.

The Amendment revises the scope of work and the legal description of the property. The Amendment has been reviewed by the County Attorney's Office as to form.

ACTION REQUESTED: Approval and execution of Amendment No. 1 to Funding Agreement relating to Pre-Development Funds for Low-Income Homes between Orange County, Florida and Grand Avenue Economic Community Development Corp. to amend the scope of work to include additional units on an adjacent parcel. District 3

JVW:NS
Attachment

AMENDMENT NO. 1
to
FUNDING AGREEMENT
relating to
PRE-DEVELOPMENT FUNDS FOR LOW-INCOME HOMES
between
ORANGE COUNTY, FLORIDA
and
GRAND AVENUE ECONOMIC COMMUNITY DEVELOPMENT CORP.

THIS FIRST AMENDMENT (“Amendment”) is entered into by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, located at 201 South Rosalind Avenue, Orlando, Florida 32801 (the “County”), on behalf of its Housing and Community Development Division (“Housing”), and **GRAND AVENUE ECONOMIC COMMUNITY DEVELOPMENT CORP.**, a not-for-profit corporation organized under the laws of the State of Florida, with its principal office located at 3200 West Colonial Drive, Orlando, Florida 32808 (the “Agency”). The County and Agency may be referred to individually as “party” or collectively as “parties.” The purpose of this Amendment is to amend and modify the terms of the Funding Agreement that was entered into by the parties and approved by the Orange County Board of County Commissioners on July 2, 2019 for the specific purpose of providing pre-development funds for low-income homes (the “Agreement”).

RECITALS

WHEREAS, the County and the Agency entered into the Agreement on July 2, 2019 for the specific purpose of providing funds for the pre-development costs associated with the construction of units at a currently vacant site located at 1229 41st Street, Orlando, Florida 32839 and Palma Drive, Orlando, Florida 32805 (the “Property”); and

WHEREAS, the Agency contracted under the Agreement to act as the developer and complete the pre-development work necessary to construct (3) single family homes at the Property with the intent to provide affordable rental housing for low-income and very low-income individuals and families (the “Project”); and

WHEREAS, the Agency now desires, and has the ability, to add nine (9) micro housing units on a site adjacent to the Property located at 4049 S. Orange Blossom Trail, Orlando, Florida 32839;

WHEREAS, the Agency now intends to use the Fund and Project Budget approved under the Agreement to pay for the pre-development costs associated with the construction of three (3)

single family homes and nine (9) micro units; and

WHEREAS, the parties now desire to revise the Legal Description of Property and Scope of Work that were attached to the original Agreement as Exhibits "A" and "B" respectively to add property and expand the scope of work; and

WHEREAS, pursuant to Section 17, Subsection N, on Page 15 of the Agreement, no modification of the Agreement shall be binding upon any party unless reduced to writing and signed by a duly authorized representative of each party; and

WHEREAS, each of the parties hereby agree to modify the terms of the Agreement as setforth in this Amendment.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth in this Amendment, and for other good and valuable consideration, the sufficiency and receipt of which the parties hereby acknowledge, the County and Agency agree as follows:

Section 1. Recitals. The above recitals are true and correct and incorporated herein as a material part of this Amendment.

Section 2. Definitions. Any capitalized terms not otherwise defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

Section 3. Form of Modifications. Throughout this Amendment, additions to the original language of the Agreement are shown with underline and deletions are shown with ~~strikethrough~~. Sections of the Agreement not modified in this Amendment shall remain unchanged.

Section 4. Representations and Warranties. The parties hereby affirm and declare that all representations and warranties contained in the Agreement, and as modified in this Amendment, remain true and correct as of this Amendment's execution date.

Section 5. No Waiver. Nothing contained in this Amendment waives any covenant or other default or any event that would become a default with the passage of time or the giving of notice under the Agreement.

Section 6. Severability. The provisions of this First Amendment are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from the holding.

Section 7. Counterparts. This Amendment may be executed in one or more counterpart

copies. Each counterpart copy shall constitute an agreement and all of the counterpart copies shall constitute one fully executed agreement.

Section 8. Amendment to Exhibit A, Legal Description of Property, on Page 18. Exhibit A, Legal Description of Property, Page 18 of the Agreement is hereby amended as follows:

**“EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY**

Project Address: 1229 41st Street
Orlando, FL 32839
&
Palma Drive
Orlando, FL 32805
&
4049 S. Orange Blossom Trail
Orlando, FL 32839

Parcel IDs: 10-23-29-0000-00-070
&
11-23-29-0000-00-072
&
10-23-29-0000-00-002

Acreage: 2.95 acres (+/-)
&
3.51 acres (+/-)
&
4.08 acres (+/-)

Legal Description:
BEG 30 FT N OF E 1/4 COR, RUN W 669.33 FT, TH N51-22-30E 320.39 FT, TH E TO E
LINE OF SEC, TH S TO POB & VAC R/W ON S PER OR 967/608, OR1421/757 IN SEC
10-23-29
&
S 230 FT OF SW1/4 OF SW1/4 OF NW1/4 OF SEC 11-23-29
&
ANGEBILT ADD NO 2 J/124 S 90 FT OF W 395 FT OF BLK 106 & W 660 FT OF N 210
FT OF S 240 FT OF SE1/4 OF NE1/4 & VAC R/W ON S PER OR 967/608 (LESS ALL
THAT PT LYING IN R/W FOR HY 441) IN SEC 10-23-29”

Section 9. Amendment to Exhibit B, Scope of Work, on Page 19. Exhibit B, Scope of Work, Page 19 of the Agreement is hereby amended as follows:

**“EXHIBIT B
SCOPE OF WORK**

The Project consists of the Agency performing all necessary pre-development work required to construct three (3) single-family, affordable, rental units and nine (9) micro units on two three parcels of land owned by the Agency. The units to be constructed on the property as a result of the Agency’s pre-development work are to be used as permanent, affordable, rental housing for qualified low-income and very low-income individuals and households.

The Agency shall utilize architects, land planners, engineers, and other professionals to develop preliminary and final construction plans, drawings, and specifications that are necessary for the site development of the Property. The Agency shall ensure that all plans and specifications are permitted by the appropriate government jurisdictions, as applicable.

The Agency shall obtain development approvals for the Property, which might include necessary future land use or zoning changes, and necessary government permits for the construction of three (3) single-family rental units and nine (9) micro units on the Property.

The Project will be deemed complete upon the Agency fulfilling its requirements under this Agreement, and the Agency’s creation and submittal of a site development plan or preliminary subdivision plan for the Property to the County. The site plan must be submitted as part of the final request for reimbursement.

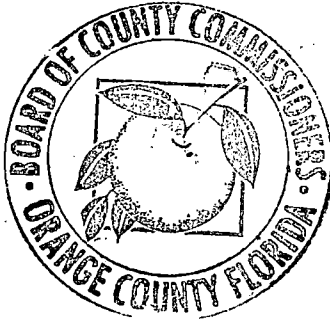
The project site is primarily located behind the Maxwell Garden apartment complex, as described in **Exhibit “A”** attached to this Agreement, which is owned by the Agency. The pre-development work for nine (9) micro units may include a portion of the Maxwell Garden apartment complex property, which is proposed to be partially redeveloped. Maxwell Garden consists of 180 rental units, and it provides permanent housing and services to very low-income and previously homeless individuals.”

Section 10. Effective Date, Conflicts, and Full Force. This Amendment is hereby made a part of the Agreement and shall take effect upon execution by all parties (the “Effective Date”). All provisions in the Agreement, any attachments to the Agreement, or any previous amendments that are in conflict with this Amendment are hereby changed to conform to this Amendment. Except as expressly modified in this Amendment, the Agreement remains intact, unchanged, and in full force and effect.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized officials on the dates set forth below.

ORANGE COUNTY, FLORIDA



By: Board of County Commissioners

By: *Jerry L. Demings*
for Jerry L. Demings
Orange County Mayor

Date: 12 Nov 19

ATTEST: Phil Diamond, CPA, Orange County Comptroller
As Clerk of the Board of County Commissioners

BY: *Jennifer Klimetz*
for Deputy Clerk

Date: NOV 12 2019

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[REMAINING SIGNATURES ON THE FOLLOWING PAGES]

GRAND AVENUE ECONOMIC COMMUNITY DEVELOPMENT, CORP.

BY: *Helaine Blum*
Helaine Blum
President

Date: 10/18/2019

ATTEST:

BY: *Micki Lynn Dunn*

Printed Name: Micki Lynn Dunn

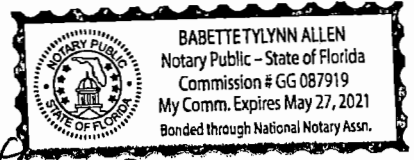
Title: Corporate Office Administrator

STATE OF FLORIDA
COUNTY OF ORANGE

The aforesaid instrument was acknowledged before me on the 18th day of Oct, 2019 by Helaine Blum, President of Grand Avenue Economic Community Development, Corp., a Florida not-profit corporation, on behalf of the corporation. He/she is personally known to me or has produced _____, as identification.

Babette Tylynn Allen
Signature of Notary Public

Name Printed or Stamped:



STATE OF FLORIDA
COUNTY OF ORANGE

The aforesaid instrument was acknowledged before me on the 18th day of Oct, 2019 by Micki Lynn Dunn of Grand Avenue Economic Community Development, Corp., a Florida not-for-profit corporation, on behalf of the corporation. He/she is personally known to me or has produced _____, as identification.

Babette Tylynn Allen
Signature of Notary Public

Name Printed or Stamped:

