



Interoffice Memorandum

AGENDA ITEM

September 1, 2020

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: Mitchell Glasser, Manager
Housing and Community Development Division
407-836-5190**

SUBJECT: September 22, 2020 – Consent Item
Amendment No. 1 to Subrecipient Agreement – Grand Avenue
Economic Community Development Corp.

On February 12, 2019, Orange County entered into an agreement with Grand Avenue Economic Community Development Corp., a non-profit agency providing permanent housing and economic opportunities for low-income and homeless individuals, to utilize Community Development Block Grant funds to conduct two-phased renovations at the Maxwell Terrace apartment complex. Phase I included replacement of a lift station and connecting pipes; Phase II, which was recently completed, included replacement of doors and painting of buildings.

While working on Phase I of the project, the agency experienced unexpected additional costs associated with replacement of the lift station and new permitting requirements by the City of Orlando. Such requirements included installation of a new force main, tying into the manhole, abandoning the existing force main and existing gravity sewer lines, upsizing of the pumps, and replacement of the lift station. As a result, the agency submitted a proposal to Orange County requesting additional funding in the amount of \$359,546 to complete Phase I. The Amendment No 1. to Subrecipient Agreement revises the Scope of Work and Project Budget (Exhibit A and Exhibit C). The amendment has been reviewed by the County Attorney's Office as to form.

ACTION REQUESTED: Approval and execution of Amendment No. 1 to Subrecipient Agreement between Orange County, Florida and Grand Avenue Economic Community Development Corp. related to Housing and Urban Development Community Development Block Grant Program [FAIN: B-18-UC-12-0003 & B19-UC-12-0003] for the specific purpose of Providing Additional Funding for the Rehabilitation of a Public Facility by adding \$359,546 in Community Development Block Grant funds. District 6

JVW:MG

AMENDMENT NO. 1
to
SUBRECIPIENT AGREEMENT
between
ORANGE COUNTY, FLORIDA
and
GRAND AVENUE ECONOMIC COMMUNITY DEVELOPMENT CORP.
related to
**HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**
[FAIN: B-18-UC-12-0003 & B19-UC-12-0003]
for the specific purpose of
**PROVIDING ADDITIONAL FUNDING FOR THE REHABILITATION OF A PUBLIC
FACILITY**

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 Subrecipient Agreement that was entered into by the parties and approved by the Orange County Board of County Commissioners on February 12, 2019 for the specific purpose of providing funds for the rehabilitation of a public facility (the “Agreement”).

RECITALS

WHEREAS, the County and the Agency entered into the Agreement on February 12, 2019 for the specific purpose of providing funds for the rehabilitation of a public facility associated with renovations at the Maxwell Terrace apartment complex located at 2803 W. Arlington Street, Orlando, Florida 32805 (the “Property”); and

WHEREAS, the Agreement obligates the Agency to perform the renovations in two phases: (1) Phase I includes replacing a lift station and connecting pipes, and (2) Phase II includes replacing existing doors and painting buildings at the Property which is used to house formerly homeless individuals (the “Project”); and

WHEREAS, the Agency has experienced unexpected additional costs associated with performing Phase I of the Project; and

WHEREAS, the Agency submitted a proposal to the County as part of Orange County's 2020-2021 Request for Applications for federal funds process requesting additional funding necessary for the completion of the Project. The Agency's proposal was approved and the Agency was awarded additional funds; and

WHEREAS, the parties desire to amend the Agreement and revise the Scope of Work and Project Budget that were attached to the Agreement as Exhibits "A" and "C," respectively, to memorialize the County's award of additional funding to the Agency to cover the unexpected costs necessary to complete the Project; and

WHEREAS, each of the parties hereby agree to modify the terms of the Agreement as set forth 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 are 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. **Amendment to Article IV, Section 2 on Page 6 of the Agreement.** Pursuant to Article IV, Section 2.2 and Article XIV, Section 18, of the Agreement, the parties hereby agree to modify the Agreement to increase the Project Budget as further described in this written Amendment. Article IV, Section 2, on Page 6 of the Agreement is hereby amended as follows:

"Section 2. Budget.

2.1 The total estimated cost of the Project is ~~Five Hundred Sixty Seven Thousand Seven Hundred Seventy Three Dollars (\$567,773)~~ Nine Hundred Twenty-Seven Thousand Three Hundred Nineteen Dollars (\$927,319) ("Phase I and Phase II Total Project Cost"). Phase I of the renovations, which includes replacement of a lift station and connecting pipes in the amount of ~~\$252,523~~ \$612,069, will be funded using reprogrammed residual CDBG funds prior to FY 2018-2019 and FY 2019-2020 CDBG funds (\$252,523 in reprogrammed residual CDBG funds prior to FY 2018-2019 and \$359,546 in FY 2019-2020 CDBG funds). Phase II of the renovations, which includes replacement of existing doors and painting of buildings in the amount of \$315,250, will be funded with FY 2018-2019 CDBG funds. The County agrees to provide the Agency up to, but no more than, ~~Five Hundred Sixty Seven Thousand~~

~~Seven Hundred Seventy Three Dollars (\$567,773)~~ Nine Hundred Twenty-Seven Thousand Three Hundred Nineteen Dollars (\$927,319) in CDBG Funds towards the purchase and installation cost associated with the Project. Payment of estimated Project Cost by the County shall be subject to the terms and conditions set forth in this Agreement, in accordance with applicable federal requirements, and pursuant to the Agency's proposed budget, a copy of which is attached hereto and incorporated by this reference as **Exhibit "C"** ("Project Budget"). The parties agree that the County shall have the sole authority and discretion in determining the final amount to be expended by the County for the Project. Any additional costs incurred by the Agency associated with the completion of the Project shall be the sole responsibility of the Agency.

- 2.2 Upon written consent of the Program Administrator, the Agency may modify the Total Project Budget without a written amendment to this Agreement provided that the such a modification to the Project Budget does not result in the Project Budget exceeding the ~~Five Hundred Sixty Seven Thousand Seven Hundred Seventy Three Dollars (\$567,773)~~ Nine Hundred Twenty-Seven Thousand Three Hundred Nineteen Dollars (\$927,319) limit. Any modification of the Project Budget that would increase the Project Budget over the ~~Five Hundred Sixty Seven Thousand Seven Hundred Seventy Three Dollars (\$567,773)~~ Nine Hundred Twenty-Seven Thousand Three Hundred Nineteen Dollars (\$927,319) limit shall only be agreed to by written amendment which shall be executed by both parties.
- 2.3 The Agency acknowledges and agrees that it shall be responsible for any costs associated with the Project exceeding the County's anticipated contribution as set forth in this Agreement.
- 2.4 The Agency shall maintain sufficient financial resources to meet any expenses incurred during the period of time between the provision of services under this Agreement and payment by the County."

Section 5. **Amendment to Exhibit A, Scope of Work, on Page 34.** Exhibit A, Scope of Work, Page 34 of the Agreement is hereby amended as follows:

**"EXHIBIT A
SCOPE OF WORK**

The proposed Project consist of rehabilitation to 274 rental housing units at the Maxwell Terrace apartment complex, where housing to formerly homeless individuals is provided. The facility is located at 2803 W. Arlington Street, Orlando, Florida 32805; 3200 W. Colonial Drive, Orlando, Florida 32808, and has the following parcel identification and legal description:

2803 W. Arlington Street, Orlando, Florida 32805
Parcel ID#: 28-22-29-5335-00-010
Legal Description: MAXWELL TERRACE 57/11 LOT 1

AND

3200 W. Colonial Drive, Orlando, Florida 32808

Parcel ID#: 28-22-29-0000-00-154

Legal Description: COMM AT NW COR OF NW1/4 OF NE1/4 RUN S 67.23 FT E 658.04 FT FOR POB TH S 701.64 FT E 236.64 FT M/L N 196.06 FT N 68 DEG E 68.04 FT N 41 DEG E 20.91 FT E 38.29 FT N 10.18 FT E 12.94 FT N 133.95 FT E 71.44 FT N 44.82 FT E 194.41 FT S 324.11 FT TO POB (LESS THAT PART PLATTED IN MAXWELL TERRACE 57/11) & (LESS THAT PART LYING S & W OF SAID MAXWELL TERRACE) IN SEC 28-22-29

The proposed Project under this Agreement consists of the following Two-phased renovations activities at the Maxwell Terrace apartment complex:

- Phase I of the renovations, which includes replacement of a lift station and connecting pipes (in the amount of ~~\$252,523~~ \$612,069) will be funded using reprogrammed residual CDBG funds prior to FY 2018-2019 and FY 2019-2020 CDBG funds.
- Phase II of the renovations, which includes replacement of existing doors and painting of buildings (in the amount of \$315,250) will be funded with FY 2018-2019 CDBG funds.”

Section 6. Amendment to Exhibit C, Project Budget, on Page 45. Exhibit C, Project Budget, on Page 45 of the Agreement is hereby amended as follows:

**“EXHIBIT C
PROJECT BUDGET**

• Phase I of the renovations (reprogrammed residual CDBG funds prior to FY 2018-2019 and FY 2019-2020 CDBG funds)	
Replacement of a lift station and connecting pipes	\$252,523 <u>\$612,069</u>
• Phase II of the renovations (FY 2018-2019 CDBG funds)	
Replacement of existing doors and painting of buildings	<u>\$315,250</u>
TOTAL PROJECT BUDGET	-\$567,773 <u>\$927,319</u>

Section 7. General Terms.

A. **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.

B. **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.

C. **Severability.** The provisions of this First Amendment are declared by the parties to be severable. However, the material provisions of this Amendment are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Amendment. Therefore, should any material term, provision, covenant or condition of this Amendment 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.

D. **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.

E. **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*
Jerry L. Demings
for Orange County Mayor

SEP 22 2020

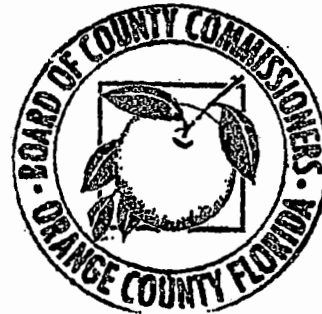
Date: _____

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

BY: *Phil Diamond*
Deputy Clerk

SEP 22 2020

Date: _____



[REMAINING SIGNATURES ON THE FOLLOWING PAGES]

GRAND AVENUE ECONOMIC COMMUNITY DEVELOPMENT, CORP.

BY: Helaine Blum
Helaine Blum
CEO/President Emeritus

Date: 8/19/2020

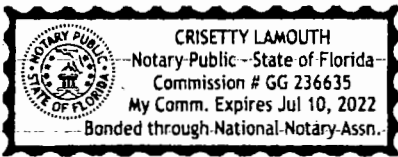
ATTEST:

BY: Micki L. Dann
Printed Name: Micki L. Dann

Title: Corporate Administrator

STATE OF FLORIDA
COUNTY OF ORANGE

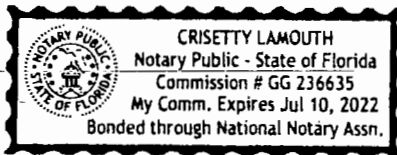
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 19th day of Aug, 2020, by Helaine Blum, CEO/President Emeritus of Grand Avenue Economic Community Development, Corp., a Florida not-profit corporation, on behalf of the corporation. He/she is personally known to me or has produced _____, as identification.



[Signature]
Signature of Notary Public
Crisetty Lamouth
Name Printed or Stamped:

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 19th day of August, 2020 by Micki L. Dann 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.



[Signature]
Signature of Notary Public
CRISSETY LAMOUTH
Name Printed or Stamped: