

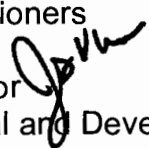


Interoffice Memorandum

AGENDA ITEM

June 19, 2017

TO: Mayor Teresa Jacobs
—AND—
Board of County Commissioners

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

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

SUBJECT: July 11, 2017 – Consent Item
First Amendment Agreement Housing Authority of the City of
Winter Park

On February 21, 2017, the Board of County Commissioners approved a Community Development Block Grant (CDBG) Agreement between Orange County and the Housing Authority of the City of Winter Park to conduct housing rehabilitation activities at Winter Park Oaks, a 130-unit affordable rental housing complex that provides permanent affordable housing to very low and low-income families, elderly, and disabled individuals.

Staff would now like to amend the Agreement to revise the scope of work and the project budget to reflect the updated number of appliances to be installed and add ADA accessibility and safety improvements. The overall project budget will remain unchanged.

ACTION REQUESTED: Approval and execution of First Amendment to Agreement between Orange County, Florida and Housing Authority of the City of Winter Park regarding the Community Development Block Grant Program FY 2016-2017 to revise the scope of work and the project budget. District 5

JVW:JS

Attachment

BCC Mtg. Date: July 11, 2017

**FIRST AMENDMENT
To
AGREEMENT
Between
ORANGE COUNTY, FLORIDA
And
HOUSING AUTHORITY OF THE CITY OF WINTER PARK
Regarding
THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
FY 2016-2017**

THIS FIRST AMENDMENT TO AGREEMENT amends and modifies that certain Agreement ("Agreement"), dated as of February 21, 2017, made and entered into by and between Orange County, Florida, a charter county and political subdivision of the State of Florida (hereinafter "County" or "Grantee") and the Housing Authority of the City of Winter Park, a qualified not-for-profit corporation registered under the laws of the State of Florida (hereinafter "Agency").

RECITALS

WHEREAS, the County and the Agency have entered into the Agreement relating to conducting housing rehabilitation activities of all buildings at Winter Park Oaks Apartments, a 130-unit affordable rental housing project located at 325 Balfour Drive, Winter Park, FL 32789, which provides permanent affordable housing to very low and low-income families, elderly and disabled residents (the "Project"); and

WHEREAS, the parties now desire to amend Article II. Section 1. of the Agreement related to the project scope and Article IV. Section 2. of the Agreement related to the project budget; and

WHEREAS, the parties also desire to revise **Exhibit A** ("Scope of Work") and **Exhibit C** ("Budget") of the original agreement to reflect the updated number of appliances to be installed and add ADA accessibility and safety improvements, with the overall budget for the Project remaining unchanged; and

WHEREAS, pursuant to Article IX. Section 3. of the Agreement, any proposed amendment or modification to the conditions and covenants of the Agreement shall become effective upon proper execution, such as signing, by both parties; and

WHEREAS, each of the parties agree to such modification as set forth herein.

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

1. **Recitals; Defined Terms; Form of Amendments.** The recitals set forth above are incorporated herein and made a part of this First Amendment. Any capitalized terms not otherwise defined herein shall have the meanings assigned to such terms in the Agreement. Throughout this First Amendment, additions to the original language of the Agreement are shown with underline and deletions are shown with ~~strike through~~. Section of the Agreement not modified herein shall remain unchanged.

2. **Representations, Warranties and Covenants.** The County, and the Agency each hereby affirm and declare that all representations and warranties contained in the Agreement, and as modified herein, remain true and correct as of the date hereof and that each of them have been and remain in compliance with all covenants set forth in the Agreement.

3. **Amendment to Article II. Section 1. Project Description.**

1.1 The Funds awarded by the County in this Agreement shall be used for the construction of the Project which shall be completed in accordance with the scope of services attached hereto as **Exhibit "A"** and incorporated by this reference ("Revised Scope of Work").

4. **Amendment to Article IV. Section 2. Budget.**

2.1 The total estimated cost of the Project is Four Hundred Seventy Thousand, Nine Hundred Seventy-Five Dollars (\$470,975) ("Project Cost"). The County agrees to provide the Agency up to, but no more than, Four Hundred Seventy Thousand, Nine Hundred Seventy-Five Dollars (\$470,975) in CDBG Funds towards the construction cost for the Project. Payment of estimated Project Cost by the County shall be subject to the terms and conditions set forth herein, and in accordance with applicable federal requirements and the Agency's proposed budget, a copy of which is attached hereto and incorporated by this reference as **Exhibit "C"** ("Revised 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.

5. **Agreement.** Other than as expressly set forth herein, the Agreement shall remain in full force and effect and no modifications are made thereto.

6. **No Waiver.** Nothing contained in this First 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.

7. **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.

8. **Applicable Law and Venue.** The Agency shall abide by all applicable federal and State laws, rules and regulations dealing with the Project, whether presently existing or hereafter enacted or promulgated. The Agency shall comply with all CDBG Program requirements, HUD regulations, and 24 CFR Part 570, as amended from time to time, and all federal regulations and

policies issued pursuant to these regulations, whether set forth herein or not. The Agency shall also comply with all other applicable federal, State and local statutes, ordinances, rules and regulations including, but not limited to, all applicable provisions of the Orange County Code. The Agency further agrees to utilize the Funds under this Agreement to supplement rather than supplant funds otherwise available. All claims, controversies, or disputes arising out of this First Amendment shall be settled as required by the provisions of this Agreement or by law in the Ninth Judicial Circuit, Orange County, Florida.

9. **Execution in Counterparts.** This First Amendment may be executed in separate counterparts, all of which taken together shall be deemed to constitute one and the same instrument.

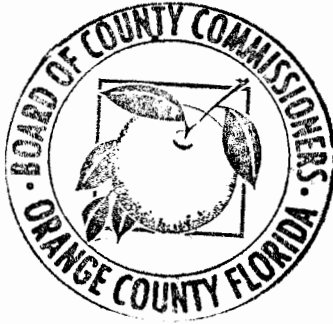
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IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed by their duly authorized officials on the dates set forth below.

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Teresa Jacobs*
Teresa Jacobs
Orange County Mayor



Date: 7.11.17

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

BY: *Katie Smith*
Deputy Clerk

Date: JUL 11 2017

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[REMAINING SIGNATURES ON THE FOLLOWING PAGES]

HOUSING AUTHORITY OF THE CITY OF WINTER PARK

BY: _____

Patricia A. Rice

TITLE: Executive Director

Date: 6-19-17

AND _____

Board Chairman or Board Representative
William Henry George

STATE OF FLORIDA
COUNTY OF ORANGE

The aforesaid instrument was acknowledged before me on the 19 day of June, 2017 by Patricia A. Rice, Executive Director, Housing Authority of the City of Winter Park, a Florida not-profit corporation, on behalf of the corporation. He/she is personally known to me or has produced _____, as identification.

Signature of Notary Public

Name Printed or Stamped:



STATE OF FLORIDA
COUNTY OF ORANGE

The aforesaid instrument was acknowledged before me on the 19 day of June, 2017 by Board Chairman or Board Representative of Housing Authority of the City of Winter Park, a Florida not-for-profit corporation, on behalf of the corporation. He/she is personally known to me or has produced _____, as identification.

Signature of Notary Public

Name Printed or Stamped:



EXHIBIT A
REVISED SCOPE OF WORK

The project consists of roof replacement purchase and installation of ~~445~~ up to 130 water heaters, electrical stoves and refrigerators at the Winter Park Oaks Apartments located at 325 Balfour Drive, Winter Park, FL 32792. The property provides permanent affordable housing to very low and low-income families, elderly and disabled residents. All 130 units are income-restricted under various Land Use Restriction Agreements (LURAs). The renovations will benefit approximately 490 very low and low-income individuals.

The property is composed of approximately 8 residential buildings, 3 community buildings and a mail pavilion and contains a total of 130 units. Each unit provides permanent housing for low to very low income family residents. The deteriorating roofs were last replaced in 2002. There are multiple moisture issues resulting in interior damage that require rehabilitation and mold remediation. Replacement of ~~445~~ up to 130 electrical stoves, water heaters and refrigerators is needed to eliminate frequent repairs and part replacement, and to achieve energy savings.

The renovations funded under this agreement consist of the following:

- Roof replacement for 8 buildings, 3 community buildings, and 1 mail pavilion.
- Purchase and installation of ~~445~~ up to 130 refrigerators, electrical stoves, and water heaters.
- ADA/Section 504 accessibility and safety improvements.

EXHIBIT C
REVISED PROJECT BUDGET

Multi-Unit Rental Rehabilitation

Roof Replacement	\$256,355.00	<u>\$228,366.00</u>
Purchase and installation of 115 <u>130</u> water heaters	\$ 99,045.00	<u>\$103,163.25</u>
Purchase and installation of 115 <u>124</u> refrigerators	\$ 66,700.00	<u>\$ 71,812.00</u>
Purchase and installation of 115 <u>128</u> electric stoves	\$ 48,875.00	<u>\$ 53,555.00</u>
<u>ADA/Section 504 Accessibility and Safety Improvements</u>		<u>\$ 14,078.75</u>

TOTAL CDBG FUNDS		\$470,975.00
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