

**FIRST AMENDMENT
STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) HOME
REPAIR PROGRAM PROVIDER AGREEMENT #11644
BETWEEN ALACHUA COUNTY AND
NEIGHBORHOOD HOUSING AND DEVELOPMENT CORPORATION.
INC.**

THIS FIRST AMENDMENT TO AGREEMENT made and entered into this _____ day of _____ A.D. 2021, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and Neighborhood Housing and Development Corporation, a Florida not-for-profit corporation, whose principal address is 633 NW 8th Avenue, Gainesville, FL 32601 hereinafter referred to as "Provider". Collectively, hereinafter, the County and the Provider are referred to as the "Parties."

WITNESSETH:

WHEREAS, the County was awarded State Housing Initiatives Partnership (SHIP) Program funds for State Fiscal Year 2018-2019 and 2019-2020 pursuant to §420.907 et seq., Florida Statutes, as amended (the "Act"), which provides for the implementation of projects designed to address the affordable housing needs of very low, low and moderate income households; and

WHEREAS, the County adopted a Local Housing Assistance Plan (LHAP), in accordance with Rule Chapter 67-37, Florida Administrative Code, which provides for the creation of a Home Repair Program; and

WHEREAS, the Act provides that the County may contract with sub-recipient organizations to administer and implement a project as set forth in said LHAPs; and,

WHEREAS, pursuant to the SHIP Program and LHAP the Parties hereto previously entered into the *State Housing Initiatives (SHIP) Home repair Program Provider Agreement Between Alachua County and Alachua Neighborhood Housing and Development Corporation*, dated June 9, 2020 (the "Agreement") which awarded \$84,000.00 of grant funds to the Provider; and

WHEREAS, the Provider has met all the provisions of the Agreement and requires additional funds to finalize the home repairs; and

WHEREAS, the Parties wishes to increase the grant funding awarded to the Provider by an additional \$80,000.00.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree to amend the Agreement as follows:

- A. SECTION # 7**, of the Agreement, Funding and Payment Provisions, SUB-SECTION 7.1, is amended in its entirety to read:

7.1 Grant disbursement to the Provider is contingent upon the Provider obtaining all applicable permits and development orders from the applicable regulatory agencies, which may include but is not limited to Alachua County. The County agrees to disburse grant funds to the Provider for the specified project during the period of this Agreement in the maximum amount of \$164,000, unless the maximum amount is increased by mutual written agreement of all Parties to the Agreement. Such funds must be spent by the Provider in strict accordance with the authorized distribution of funds, as detailed in **ATTACHMENT 2**, Project Budget. If the maximum amount of the Agreement is increased, such additional funds must be spent by the Provider in strict accordance with the authorized distribution of funds, as detailed in an accompanying amendment to **ATTACHMENT 2**. Such expenditures must be made in the manner and for the purposes described in **ATTACHMENT 2**.

- B. ATTACHMENT #1**, of the Agreement, **Scope and Schedule of Services**, is hereby deleted in its entirety and replaced with the revised ATTACHMENT 1, attached to this Amendment.

- C. ATTACHMENT #2**, of the Agreement, **Project Budget**, is hereby deleted in its entirety and replaced with the revised ATTACHMENT 2, attached to this Amendment.

- D.** This First Amendment shall take effect upon the date of execution by both Parties.

E. SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the Agreement shall be and remain in full force and effect.

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IN WITNESS WHEREOF, the Parties have caused this **First** Amendment to Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: _____

Ken Cornell Chair

Board of County Commissioners

Date: _____

ATTEST:

J.K. "Jess" Irby, Esq., Clerk

DocuSigned by:

APPROVED AS TO FORM

David Forziano

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Alachua County Attorney's Office

(SEAL)

Neighborhood Housing and

Development Corporation.

633 NW 8th Avenue,

Gainesville, Fl. 32601



Corey Harris, Executive Director

ATTEST:

Cheryl L. Beardsley, CFO

Corporate Secretary

(SEAL)



ATTACHMENT 1**SCOPE AND SCHEDULE OF SERVICES**

Project outcome and estimated number of households to be served will be adjusted based on the award amount of \$164,000.00.

Name of Agency/Organization	Neighborhood Housing & Development Corporation
Street Address	633 NW 8th Avenue
Mailing Address (if different)	Same as above
City, Zip code	Gainesville, FL 32601
Main Telephone Number	(352) 380-9119
Facsimile Number	(352) 380-9170
Federal ID Number	59-2203965
DUNS Number	17-181-9212
Executive Director (name)	Corey Harris
Telephone	(352) 380-9119
E-mail Address	charris@gnhdc.org
Chief Financial Officer	Cheryl Beardsley
Telephone	(352) 380-9119
E-mail Address	cbeardsley@gnhdc.org
Project Contact Name	Janice Crews
Street Address	633 NW 8th Avenue
City and Zip Code	Gainesville, FL 32601
Telephone	(352) 380-9119
E-mail Address	jcrews@gnhdc.org
Describe the proposed project, use additional pages as needed.	See attached
SHIP funds requested:	\$164,000.00
Leveraged Funds:	\$000
Estimated number of Household to be served	
Very Low Income	8
Low Income	0
Total	8
Time period of Proposed Project	
From:	Effective Date of this Agreement
To:	May 2021

ATTACHMENT 2: REVISED PROGRAM BUDGET

PROJECT BUDGET

Existing

EXPENDITURES BY CATEGORY HOME REPAIR <input checked="" type="checkbox"/> SPECIAL NEEDS <input checked="" type="checkbox"/> BOTH	CURRENT YEAR BUDGET PROPOSAL
PROGRAM COSTS:	
1. Construction costs: Material and labor used in performance of eligible repair activities on assisted eligible units; construction soft costs such as engineering costs and construction, rehabilitation, repair and relocation costs associated with rehabilitation of the residence usually occupied by a homeowner.	\$147,600.00
2. Developer Fee (10% MAX.)¹	Avg. \$2,000 per home or 10%
A. Amount of developer fee to be charged per home repaired.	
B. Number of homes to be repaired.	8
C. Total Development Fee (Multiply Developer fee by number of homes to be repaired and enter total amount).	\$16,400.00
TOTAL PROGRAM BUDGET : [Sum of Construction costs and Developer fees; (Line 1+ Line 2C)]	\$164,000.00
TOTAL	\$164,000.00

¹ DEVELOPER FEE is a lump sum amount, a Sub recipient may claim on completing eligible program activities on an eligible property of an eligible recipient. Developer fee shall cover costs of Inspection, Income Certification, Title search, Recording fees, Homeowner's insurance if any etc. Developer fee will be paid based on per unit completion, and the amount must be counted toward the maximum SHIP award amount per client. A completed unit is one for which all repair, rehabilitation and replacement works have been fully completed per contract and an approved Final Certificate of Completion or a Certificate of Occupancy has been issued by the Building Official and submitted along with the final request for payment.

**NEIGHBORHOOD HOUSING & DEVELOPMENT CORPORATION
CORPORATE RESOLUTION**

I certify that at a duly constituted meeting of the Board of Directors of Neighborhood Housing & Development Corporation held on February 27, 2020 at which a majority of the Board membership was in attendance and voting, that this resolution has been entered into the regular minutes of this corporation and is in accordance with the Articles of Incorporation and By-Laws now in full force and effect.

Resolved:

That the following persons are authorized to sign checks on behalf of the Corporation (1 signature required on checks valued at less than \$5,000):

Janelle Profant, Board President
Paul Haven, Board Treasurer
P. Andre Parchment, Board Secretary
Corey Harris, NIIDC Executive Director

In addition, any of the above persons are also authorized to sign sales contracts, documents or other instruments on behalf of the Corporation: (one signature only if required)



Janelle Profant, President



P. Andre Parchment, Secretary

Res. 2-2020-02