

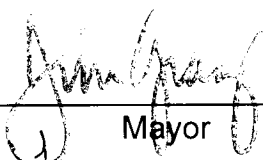
JUSTIFICATION FOR CHANGE

PROJECT: Replacement Senior Citizen Center Design

CONTRACT NO. R-8-2014

CHANGE ORDER: 1

1. Necessity for change: Unforeseen conditions related to the lack of adequate water service at the site and unknown stormwater runoff from neighboring property has necessitated an increase in the architect's scope of work.
2. Is proposed change an alternate bid? Yes No
3. Will proposed change alter the physical size of the project? Yes No
If "Yes", explain.
4. Effect of this change on other prime contractors: None
5. Has consent of surety been obtained? Yes Not Necessary
6. Will this change affect expiration or extent of insurance coverage? Yes No
If "Yes", will the policies be extended? Yes No
7. Effect on operation and maintenance costs: N/A
8. Effect on contract completion date: N/A



 Mayor

3/26/14

 Date

Recommended by Joyce J. _____ (Project Manager)

Approved by _____ (Grant Manager)

CONTRACT HISTORY FORM

Contractor: EOP Architecture

Project Name: Replacement Senior Citizen Center Design

Contract Number and Date: R-8-2014

Responsible LFUCG Division: General Services

CHANGE ORDER DETAILS

<u>Summary of Previous Change Orders To Date</u>	<u>Dollar Amount</u>	<u>Percent Change to Original Contract</u>
A. Original Contract Amount:	\$ <u>158,965.00</u>	
B. Cumulative Amount of Previous Change Orders:	\$ <u>0.00</u>	<u>0%</u> % <i>(Line B / Line A)</i>
C. Total Contract Amount Prior to this Change Order:	\$ <u>158,965.00</u>	
<u>Current Change Order</u>		
D. Amount of This Change Order:	\$ <u>5,950.00</u>	<u>4%</u> % <i>(Line D / Line A)</i>
E. New Contract Amount Including this Change Order:	\$ <u>164,915.00</u>	<u>104%</u> % <i>(Line E / Line A)</i>

SIGNATURE LINES

Project Manager: *Joyce*

Date: 2/14/14

Grant Manager: _____

Date: _____

Division Director: *J.P.B.*

Date: 2-14-14

**HOME INVESTMENT PARTNERSHIPS PROGRAM
CHDO OPERATING AGREEMENT BETWEEN
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
AND**

THE FAYETTE COUNTY LOCAL DEVELOPMENT CORPORATION

THIS AGREEMENT, made and entered into on this 25th day of April 2014, by and between the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 and the Fayette County Local Development Corporation, a non-stock, nonprofit Kentucky corporation, organized pursuant to KRS Chapter 273, and whose mailing address is 148 Deweese Street, Lexington, Kentucky 40507.

RECITALS

WHEREAS, the Lexington-Fayette Urban County Government, in accordance with the regulations codified at 24 CFR 92.102 –92.104 for the HOME Investment Partnership Program, has been designated a Participating Jurisdiction by the U.S. Department of Housing and Urban Development (HUD).

WHEREAS, the Lexington-Fayette Urban County Government, (hereinafter referred to as the “Participating Jurisdiction”) has applied for and received HOME Investment Partnership funding from the U.S. Department of Housing and Urban Development under the 2013 Consolidated Plan.

WHEREAS, the Fayette County Local Development Corporation has been certified by the Participating Jurisdiction as a community housing development organization that meets all of the federal requirements for designation as such.

WHEREAS, the Participating Jurisdiction has agreed to provide the CHDO with \$40,000 from its 2012 HOME allocation for eligible operating costs.

WHEREAS, the Participating Jurisdiction is responsible for ensuring that HOME funds are used in accordance with all program requirements; and,

WHEREAS, federal regulations require the participating jurisdiction to enter into a written agreement with the CHDO ensuring compliance with all applicable federal regulations.

NOW THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, the Participating Jurisdiction and the CHDO hereto agree as follows:

ARTICLE I

OBLIGATIONS OF THE CHDO

1. USE OF HOME FUNDS

The CHDO agrees to use the allocated amount of \$40,000 for operating expenses in accordance with HOME regulations and in accordance with the approved budget. Operations budget is attached as Exhibit 1.

2. DURATION OF THE AGREEMENT

The CHDO agrees to have all funds expended for eligible operating costs no later than June 30, 2016.

3. REQUEST FOR DISBURSEMENT OF FUNDS

The CHDO agrees that it shall not request disbursement of funds from the Participating Jurisdiction until the funds are needed for payment of eligible costs and shall request only the amount of funds needed. The CHDO further agrees that any federal funds received and not used by the CHDO within fifteen days of receipt will be returned to the government immediately.

The requests for reimbursement for operating expenses shall include an invoice detailing expenses for which reimbursement is requested, accompanied by copies of invoices, timesheets, payroll registers, and documentation of fringe benefit expenses.

4. **DEFINITION OF COMMUNITY HOUSING DEVELOPMENT ORGANIZATION**
The CHDO agrees that throughout the term of this agreement it will conform to the definition of a Community Housing Development Organization as stated in the HOME Investment Partnerships Program regulations codified at 24 CFR 92.2.
5. **ENFORCEMENT OF THE AGREEMENT**
This agreement, in accordance with 24 CFR 85.43 can be terminated if the CHDO fails to comply with any term of the agreement. This agreement may be terminated for convenience in accordance with 24 CFR 85.44 upon written notice by the participating jurisdiction.

ARTICLE II

OTHER FEDERAL REQUIREMENTS

1. **FAIR HOUSING AND EQUAL OPPORTUNITY**
Under any program funded in whole or in part with HOME funds, the CHDO shall not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the grounds of race, color, national origin, religion, sex, familial status or disability.

The CHDO agrees to comply with the requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR, part 100; Executive Order 11063, as amended by executive Order 12259 (3CFR, 1958-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing) and implementing regulations at 24 CFR part 107; and title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR part 1.

The CHDO agrees to comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146: the requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8.
2. **EMPLOYMENT AND EQUAL OPPORTUNITY**
The CHDO agrees to comply with the requirements of Equal Employment Opportunity, Executive Order 11246, as amended (3CFR 1964-65, Comp., p. 339) (Equal Employment Opportunity) and the implementing regulations issued at 41 CFR chapter 60; and the requirements of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u).
3. **AFFIRMATIVE MARKETING**
As applicable, the CHDO agrees to comply with the Affirmative Marketing Plan as adopted by the Participating Jurisdiction and as approved by the U.S. Department of Housing and Urban Development.
4. **DISADVANTAGED BUSINESS ENTERPRISES**
To the maximum extent possible, the CHDO agrees to afford minority- and women-owned business enterprises the opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Alaskan Native/American Indian, Asian or Pacific Islander, Black Non-Hispanic, Hispanic, or White/Non-Hispanic.

5. **CONFLICT OF INTEREST**
The CHDO agrees to comply with the conflict of interest provisions in 24 CFR 84.42 regarding written standards governing the performance of its officers, employees, and agents engaged in awarding and administering contracts. The CHDO further agrees to comply with the conflict of interest provisions at 24 CFR 92.356.
6. **DEBARRED CONTRACTORS**
The CHDO shall require all of its contractors and subcontractors to certify that neither they nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federally funded activities.
7. **TENANT SELECTION POLICIES AND TENANT PARTICIPATION PLAN**
The CHDO shall adopt and follow written tenant selection policies and criteria that are consistent with the purpose of providing housing for very low-income and low-income persons and in conformance with the requirements at 24 CFR 92.253(d). The CHDO shall develop and follow a tenant grievance procedure that shall have the approval of the Participating Jurisdiction and shall provide a plan for and follow a program of tenant participation in management decisions in accordance with 24 CFR 92.303.
8. **STANDARDS FOR FINANCIAL MANAGEMENT SYSTEM**
The CHDO agrees to comply with the requirements at 24 CFR 84.21, "Standards for Financial Management Systems." 24 CFR 84.21 is attached as Exhibit 8.
9. **ESTABLISHMENT AND MAINTENANCE OF RECORDS**
The CHDO agrees to establish and maintain records sufficient to document compliance with the grant requirements of the HOME Investment Partnerships Program. As applicable, the CHDO will maintain project records as identified in 24 CFR 92.508 (a)(5). The CHDO agrees that officials of the Participating Jurisdiction, officials of the U.S. Department of Housing and Urban Development, officials of the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the CHDO which are directly pertinent to the specific grant program for the purpose of making audit, examination, excerpts, and transcriptions. The CHDO further agrees to retain records for five years after the expiration of the period of affordability; and in the event that the CHDO discontinues to operate as a legal entity, said records shall be delivered to the Participating Jurisdiction.

ARTICLE III

OBLIGATIONS OF THE PARTICIPATING JURISDICTION

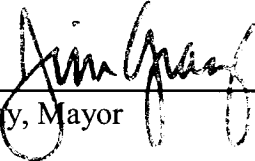
1. In accordance with 24 CFR 92.300-301, the Participating Jurisdiction agrees to reserve \$40,000 for use by the CHDO for eligible HOME operating costs.
2. The Participating Jurisdiction agrees to monitor the performance of the CHDO to assure compliance with all applicable federal regulations; however, monitoring does not relieve the CHDO of primary responsibility for compliance.
3. The Participating Jurisdiction agrees to prepare and submit any and all required reports to the U.S. Department of Housing and Urban Development.
4. The Participating Jurisdiction agrees to provide technical assistance to the CHDO in fulfilling its obligations under this agreement.
5. The Participating Jurisdiction agrees to make reasonable, allowable disbursements from its local HOME Investment Trust Fund to the CHDO when a need for payment is documented.
6. The Participating Jurisdiction agrees to notify the CHDO with any changes in the HOME regulations and all other pertinent information received in regards to the program.

**ARTICLE IV
ADDITIONAL PROVISIONS**

1. No right, benefit, or advantage inuring to the CHDO and no burden imposed on the CHDO hereunder may be assigned or otherwise transferred without the prior written approval of the participating jurisdiction.
2. This agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the Participating Jurisdiction and the CHDO.
3. The CHDO agrees to be responsible (in the manner and to the extent permitted by law) for all lawfully proven claims, losses, actions, and expenses (including legal expenses), including claims against the Participating Jurisdiction, arising from the performance of the terms of this agreement in accordance with the requirements of the HOME Investment Partnerships Program but excepting any such claims, losses, causes of action and expenses arising as a result of fault on the part of the Participating Jurisdiction, its officers, agents and employees. The CHDO is not responsible for negligent acts of the Participating Jurisdiction, its officers, agents, and employees.
4. All notices hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, return receipt requested, to the parties at their respective addresses as first set out herein.
5. The CHDO acknowledges receipt of the HOME Investment Partnerships Program regulations codified at 24 CFR Part 92

IN WITNESS WHEREOF, the parties have executed this Agreement at Lexington, Kentucky the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: 
Jim Gray, Mayor

ATTEST:


Clerk of Urban County Council

FAYETTE COUNTY LOCAL DEVELOPMENT CORPORATION

BY: 
Signature of Authorized Official

PORTER G. PEOPLES, SR. CHAIRMAN
Printed Name and Title of Authorized Official

FAYETTE COUNTY LOCAL DEV. CORP
CHDO OPERATING BUDGET

SALARY - NORMAN FRANKLIN (50% OF \$77,878.83)	\$	35,010.31
FRINGE COSTS:		
FICA @ 7.65% (77878.15x 7.65% x 45%)	\$	2,680.98
WORKER'S COMP @ .80% (\$38939.15 x .80%)	\$	311.51
SUTA (UNEMPLOYMENT TAX @ 2.3% x 9,300 x 45%)	\$	86.95
HEALTH INSURANCE (353.75/MO x 12 x 45%)	\$	1,910.25
DENTAL INSURANCE		
LIFE INSURANCE		
DISABILITY INSURANCE		
PENSION		
TOTAL FINGE BENEFITS:	\$	4,989.69
TOTAL SALARY & FRINGE COSTS	\$	40,000.00