

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Seminole County/Grove Counseling Center CDBG Subrecipient Agreement for Program Year 2006-2007

DEPARTMENT: Community Services **DIVISION:** Community Assistance

AUTHORIZED BY: David Medley, Dir. **CONTACT:** Buddy Balagia **EXT.** 2389

Agenda Date <u>1/9/2007</u>	Regular <input type="checkbox"/>	Consent <input checked="" type="checkbox"/>	Work Session <input type="checkbox"/>	Briefing <input type="checkbox"/>
	Public Hearing – 1:30 <input type="checkbox"/>		Public Hearing – 7:00 <input type="checkbox"/>	

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Seminole County / The Grove Counseling Center, Inc., CDBG Subrecipient Agreement for Program Year 2006-2007.

(District #2 – Michael McLean)

BACKGROUND:

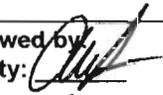
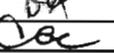
On July 25, 2006 the Board of County Commissioners (Board) approved 2006-2007 CDBG Program Year funding to the Grove Counseling Center (the Grove) in the amount of \$100,000.00. The funding will be used to rehabilitate and expand an existing building at the Grove’s Winter Springs location for use as a dormitory for girls undergoing drug dependency treatment. Specifically, the CDBG funds will be used to construct restrooms and laundry facilities, while the Grove will provide an additional \$258,112.00 for other related design and construction costs.

The Subrecipient Agreement expires on March 31, 2008. The attached Agreement has been approved and signed by the Grove, and Community Development Office staff now requests execution by the Board for immediate project commencement.

Staff Recommendation:

Staff recommends that the Board approve and authorize the Chairman to execute the attached Subrecipient Agreement.

Attachment: Seminole County / The Grove Counseling Center, Inc. CDBG Subrecipient Agreement Program Year 2006-2007.

Reviewed by: 
Co Atty: _____
DFS: _____
Other: 
DCM: _____
CM: 
File No. <u>ccscacd04</u>

**SEMINOLE COUNTY/THE GROVE COUNSELING CENTER, INC.
CDBG SUBRECIPIENT AGREEMENT
PROGRAM YEAR 2006-2007**

THIS AGREEMENT, entered into this ____ day of _____, 20____, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," and **THE GROVE COUNSELING CENTER, INC.**, a Florida non-profit corporation, whose address is 583 E. State Road 434, Longwood, Florida 32750, hereinafter referred to as "GROVE."

WHEREAS, COUNTY has made application effective October 1, 2006, and entered into a contract with the United States Department of Housing and Urban Development, hereinafter referred to as "HUD," pursuant to Title I, Housing and Community Development Act of 1974, as amended, and implementing regulations set forth in Title 24 Code of Federal Regulations (C.F.R.) Part 570; and

WHEREAS, pursuant to the HUD application, COUNTY shall undertake certain activities to develop a viable community, including, but not limited to, a suitable living environment and improved sustainability and quality of life, principally for persons of low and moderate income, as described in the CDBG Program application; and

WHEREAS, COUNTY and GROVE have both determined that it serves a desirable and needed public purpose to fund improvements to certain facilities for GROVE; and

WHEREAS, COUNTY has allocated ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) of CDBG funds for the Project for the 2006-2007 Program Year,

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and form a material part of this Agreement upon which the parties have relied.

Section 2. Definitions.

(a) "CD Administrator" means the Seminole County Community Assistance Division Manager.

(b) "CDBG Program" means the Seminole County Community Development Block Grant Program.

(c) "CDBG Regulations" means 24 C.F.R. Part 570 and supplemental, additional, or successor provisions.

(d) "Community Services Department" means COUNTY's Community Services Department Director or his/her designee for the Community Development Office.

(e) "County Approval" means written approval by the Community Services Department Director, CD Administrator, or their designee.

(f) "Low and Moderate Income" means gross household income not to exceed eighty percent (80%) of the area median family income within the Orlando Metropolitan Statistical Area during the term of this Agreement.

(g) "Project" means GROVE's provision of professional construction services to its Winter Springs campus located at 580 Old Sanford-Oviedo Road, Winter Springs, Florida 32708. The improvements shall consist of a six hundred fourteen (614) square foot addition to the existing girl's dormitory building for provision of a laundry room and expanded restroom

facilities, according to building plans heretofore approved by GROVE. The Project is more fully described in Exhibit A to this Agreement, which Exhibit is incorporated herein by reference.

Section 3. Statement of Work.

(a) GROVE, in a manner satisfactory to COUNTY, shall perform all Project tasks and services described or referred to in Exhibit A, General Scope of Services. Such services shall be performed, except as otherwise specifically stated herein, by persons or instrumentalities solely under the dominion and control of GROVE.

(b) The parties recognize and agree that the purpose of this Agreement is to fund the cost of providing professional construction services for the Project and that this Agreement is directly related to the implementation of the CDBG Program. Where service expenses are authorized by COUNTY as set forth in the Project Budget, attached hereto as Exhibit B and incorporated herein by reference, those expenses shall be specifically itemized by the type and hours or dollars expended or as otherwise required by applicable laws, rules, and regulations. All charges and expenses shall be specifically and directly related to GROVE's implementation of the CDBG Project activity funded under this Agreement and for no other purpose.

Section 4. Term. COUNTY shall pay for the services described in Exhibit A performed or caused to be performed by GROVE up to the limits set forth in Section 5. All such services shall be performed by GROVE in accordance with applicable requirements of CDBG Regulations with payment contingent thereupon. GROVE shall perform and complete all Project services described in Exhibit A no later than March 31, 2008, unless this

Agreement is otherwise amended or extended by written agreement of the parties as provided hereunder. Notwithstanding the requirements of 24 C.F.R. 570.505 ("Use of real property"), this Agreement shall remain in full force and effect until March 31, 2023, during which time the completed Project may only be used as a drug rehabilitation facility for persons of Low and Moderate Income.

Section 5. Payments.

(a) COUNTY shall pay GROVE for Project goods and services under this Agreement in accordance with the Project Budget attached hereto as Exhibit B. Requests for payment must be submitted on the form attached hereto as Exhibit C along with other required documentation.

(b) COUNTY has allocated ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) of CDBG funds for completion of this Agreement. COUNTY will reimburse GROVE for the services rendered under this Agreement up to ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00). In the event that the Project does not require the full amount of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) as reflected in the bids received and reviewed by both parties to this Agreement, the CD Administrator reserves the right to reallocate any such remaining, excess, unencumbered, or unused funds to other COUNTY CDBG funded projects. Any such excess, unused, or unencumbered funds shall be returned to COUNTY within thirty (30) days.

(c) In no event shall COUNTY pay GROVE until all goods and services rendered are invoiced and approved in writing by the Executive Director of GROVE and the CD Administrator.

(d) In order to process payment requests, GROVE shall submit to COUNTY a copy of the invoice signed by the entity requesting payment and GROVE's Project Manager. Copies of receipts or other acceptable documentation demonstrating incurrence of each expense must be submitted with the invoice, all of which must be accompanied by a completed Request for Payment form attached as Exhibit C to this Agreement.

(e) Upon receipt of the documentation listed above, COUNTY shall initiate payment to GROVE. COUNTY reserves the right to verify, by site inspection when necessary, that all goods, materials, labor, and services have been properly invoiced. Payment shall be made as soon as practicable; provided, however, that if GROVE, its vendors, contractors, and subcontractors have performed services in full compliance with all CDBG Regulations and properly invoiced the request for payment, payment shall be rendered by COUNTY within thirty (30) days of its receipt of payment request.

(f) Within forty-five (45) days after completion of all services to be performed under this Agreement, GROVE shall render a final and complete statement to COUNTY of all costs for goods and services not previously invoiced. COUNTY shall not be obligated to pay any charges, claims, or demands of GROVE not properly invoiced and received by COUNTY within said forty-five (45) day period. However, such time period may be extended at the discretion of COUNTY for one (1) additional thirty (30) day period by written notice to GROVE provided that any delay in submission is not occasioned by fault or negligence of the GROVE as determined by COUNTY.

(g) Any goods or services not allotted in the Project Budget, or not undertaken in compliance with this Agreement, will only be paid by COUNTY if the CD Administrator has issued prior written approval of such goods or services.

(h) GROVE shall not be paid for any acquisition, purchase, donation, or receipt of any interest in real property or benefits derived from an owner of any real property.

(i) GROVE shall further use the funds provided under this Agreement to leverage funds and services for the completion of the services described herein. GROVE must demonstrate a minimum leveraging of TWO HUNDRED FIFTY-EIGHT THOUSAND ONE HUNDRED TWELVE AND NO/100 DOLLARS (\$258,112.00) in the form of dollars or, if pre-approved in writing by the CD Administrator, professional services or in-kind services. Prior to any advancement or reimbursement of funds, GROVE must demonstrate that all required leveraged funds are available or obligated toward completion of the Project. Prior to final payment by COUNTY, GROVE shall provide appropriate documentation to demonstrate that sufficient funds and/or services have been leveraged and all leveraged money has been applied toward the Project. If sufficient leveraging has not been demonstrated, GROVE shall be deemed in breach of this Agreement and COUNTY shall withhold all future payments to GROVE and may pursue any other remedies set forth in Section 22 of this Agreement.

Section 6. Compliance With Federal, State, and Local Law and Regulations. GROVE shall comply with all federal, state, and local laws and regulations in its performance of this Agreement. It is further

understood that the following are laws and regulations which will directly govern implementation of this Agreement:

(a) Uniform Administrative Requirements: 24 C.F.R. Section 570.610 imposing uniform administrative requirements and cost principles on recipients and subrecipients, including particularly as contained in 24 C.F.R. Parts 84 and 85; 24 C.F.R. Section 570.502; United States Office of Management and Budget ("OMB") Circulars A-122 ("Cost Principles For Non-Profit Organizations"), A-110 ("Uniform Administrative Requirements for Institutions of Higher Education, Hospitals, and Non-Profit Organizations"), and, if applicable, A-133 ("Audits of State and Local Governments and Non-Profit Organizations").

(b) Other Federal Program Requirements: GROVE shall also comply with the regulations in 24 C.F.R. 570, Subpart K (Sections 570.600-570.614, both inclusive). Said regulations shall include the following sections:

(1) 570.600 - Decrees that the Secretary of HUD will apply the provisions of Subpart K as being applicable to all grants made under the CDBG program.

(2) 570.601 - Requires adherence to Public Law 88-352 ("1964 Civil Rights Law"), Public Law 90-284 ("1968 Civil Rights Act of 1968"), and Executive Order 11063 ("Equal Opportunity in Housing");

(3) 570.602 - Prohibits discrimination on the basis of race, sex, or age for activities under the program;

(4) 570.603 - Requires adherence to the labor standards embodied in the Davis-Bacon Act and the Contract Work Hours and Safety

(5) 570.604 - Refers grant recipients to Section 104(g) of the Act and 24 C.F.R. Part 58 for those regulations and procedures aimed at furthering the purposes of the National Environmental Policy Act of 1969. The foregoing notwithstanding, GROVE shall not assume COUNTY's environmental responsibilities as described in 24 C.F.R. Section 570.604 "Environmental Standards" nor COUNTY's responsibility to initiate an environmental review process. However, GROVE is not exempt from performing site-specific environmental reviews in accordance with state and local regulations, nor is GROVE released from any environmental pollution that it may cause or have caused and GROVE shall assume full liability therefore.

(6) 570.605 - Governs participation in the National Flood Insurance Program pursuant to Section 202(a) of the Flood Disaster Protection Act of 1973 and 44 C.F.R. Parts 59 through 79.

(7) 570.606 - Requires that grant recipients and subrecipients adopt and utilize policies that best assure minimizing displacement of persons, families, businesses, farms, and non-profit organizations from areas of grant funded, rehabilitation activities pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. Sections 4601-4655.

(8) 570.607 - Applies Executive Orders 13279 as well as 11246, the latter being amended by Executive Orders 11375, 11478, 12086, and 12107 prohibiting racial, gender, ethnic, or religious discrimination in employment during the performance of federally assisted construction projects.

(9) 570.608 - Applies the Lead Based Paint Poisoning Prevention Act (42 U.S.C. Sections 4821-4846) and the Residential Lead Based Paint Hazard Reduction Act of 1992 (42 U.S.C. Sections 4851-4856), to all grant funded activities.

(10) 570.609 - Prohibits the use of debarred, suspended, or ineligible contractors or other subrecipients on grant funded projects.

(11) 570.611 - Establishes the bidding requirements, the code of conduct and conflict of interest provisions applicable for the procurement of goods and services, and post award contract administration relative to activities funded under 24 C.F.R. Part 570.

(12) 570.612 - Requires adherence to any state imposed standards of intergovernmental review for those infrastructure improvements involving water, sewer, and storm water facilities.

(13) 570.613 - Restrictions on eligibility for employment and financial assistance benefits for certain resident, newly-legalized aliens.

(14) 570.614 - Requires that any public buildings and other facilities constructed with CDBG funds be compliant with the Architectural Barriers Act of 1968 (42 U.S.C. Sections 4151-4157) and the Americans with Disabilities Act (42 U.S.C. Section 12131 and 47 U.S.C. Sections 155, 201, 218, and 225).

(c) Compliance With State and Local Laws and Regulations: During the execution and implementation of this Agreement, GROVE shall comply with all applicable state and local laws, regulations, and ordinances, including, but not limited to the following:

(1) Chapter 112, Part III, Florida Statutes - "Code of Ethics for Public Officers and Employees." GROVE shall not engage in any actions under this Agreement that would create a conflict of interest for itself or involving any of its employees pursuant to Section 112.312(15), Florida Statutes.

(2) Chapter 119, Florida Statutes - Public Records.

(3) Section 220.115, Seminole County Code, prohibiting the illegal use of public monies for unethical purposes involving COUNTY personnel. Violations of said Code provision shall be grounds for unilateral termination of this Agreement by COUNTY.

(4) GROVE shall comply with the "Local Relocation and Anti-displacement Policy" (the "Policy") as adopted by COUNTY. Should GROVE's performance during this Agreement necessitate, as determined by applicable federal regulations, compliance with the Uniform Relocation Assistance and Real Property Act (the "Act"), GROVE shall immediately notify COUNTY accordingly. Upon such notification, COUNTY shall implement and administer all requirements of the Policy and the Act pursuant to this Agreement. The parties agree that should the aforementioned occur, COUNTY shall use funds budgeted in Exhibit B to pay for relocation and displacement costs required hereunder.

Section 7. Project Publicity. Any news release, project sign, or other type of publicity pertaining to the project described herein shall recognize the Seminole County Board of County Commissioners as the recipient of funding by CDBG and providing funds to GROVE.

Section 8. Management Assistance. The CD Administrator shall be available to GROVE to provide guidance on CDBG requirements.

Section 9. Reporting Requirements. GROVE shall fully complete and provide to the CD Administrator a monthly report, attached hereto and incorporated herein as Exhibit D, summarizing the number of active projects under construction, all bid information, and construction summaries. GROVE shall provide the monthly reports as part of the financial reimbursement process no later than the fifteenth (15th) day of each month. Failure by GROVE to submit a monthly report shall allow COUNTY to withhold payment on the next "Request for Payment" submitted by GROVE until the required monthly report is submitted as mandated herein. Further, GROVE shall fully complete and provide to the CD Administrator, in a timely manner, an "End of Year Report" attached hereto and incorporated herein as Exhibit E. COUNTY shall have access to and be provided copies and transcripts of any records necessary in the sole determination of COUNTY or CDBG to accomplish this obligation.

Section 10. Maintenance of Records.

(a) GROVE shall maintain all records required by federal, state, and local laws, rules, and regulations for a period of no less than five (5) years from the date of the final Project audit or such longer period as may be required by federal or state law. This requirement shall include:

(1) All accounts, property and personnel records, as deemed necessary by COUNTY to ensure proper accounting of all project funds and compliance with this Agreement.

(2) Financial records regarding the following:

(A) Invoices, receipts and cancelled checks of all items purchased by GROVE pursuant to this Agreement;

(B) Bills and invoices for all services purchased by GROVE pursuant to this Agreement;

(C) Force account construction including the records indicating name, position, number of hours, and total labor costs.

(D) All capital expenditures in excess of SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$750.00), including a description, model, serial number, and date and cost of acquisition.

(b) All records and contracts, of whatsoever type or nature, required by this Agreement shall be available for audit, inspection, and copying in accordance with Chapter 119, Florida Statutes. COUNTY shall have the right to obtain and inspect any audit or other documents pertaining to the performance of this Agreement made by any federal, state, or local agency.

Section 11. Liability. Except for any payment specifically set forth herein, COUNTY shall not be liable to any person, firm, entity, or corporation in connection with the services GROVE has agreed to perform hereunder, or for debts or claims accruing to such parties against GROVE. This Agreement shall not create a contractual relationship, either express or implied, between COUNTY and any other person, firm, or corporation supplying any work, labor, services, goods, or materials to GROVE as a result of this Agreement, including the contractors, subcontractors, and vendors who may from time to time be employed by GROVE.

Section 12. Subcontracts. All contracts made by GROVE to perform the activities described in Exhibit A shall comply with all applicable laws, rules, and regulations set forth in this Agreement. Only

subcontracts for work or services as set forth in Exhibit A are authorized by this Agreement. Any further work or services which GROVE wishes to subcontract must be approved in writing by the CD Administrator and may not exceed the financial restraints set forth in Section 5 of this Agreement.

Section 13. Indemnification.

(a) GROVE shall hold harmless and indemnify COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees, and expenses of whatsoever kind, type, or nature which COUNTY may sustain, suffer, or incur or be required to pay by reason of the following: loss of any monies paid to GROVE or whomsoever resulting out of GROVE's fraud, defalcation, dishonesty, or failure of GROVE to comply with applicable laws or regulations; any act or omission of GROVE in the performance of this Agreement or any part thereof; a judgment over and above the limits provided by the insurance required hereunder or by any defect in the construction of the Project; or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) In the event that any action, suit or proceeding is brought against COUNTY upon any alleged liability arising out of this Agreement, or any other matter relating to this Agreement, COUNTY shall promptly provide notice in writing thereof to GROVE by registered or certified mail, addressed to GROVE at the address provided hereinafter. Upon receiving such notice, GROVE, at its own expense and to the extent permitted by law, shall diligently defend against such action, suit, or proceeding and take all action necessary or proper to prevent the issuance of a judgment against COUNTY. COUNTY shall cooperate to a

permitted by law, shall diligently defend against such action, suit, or proceeding and take all action necessary or proper to prevent the issuance of a judgment against COUNTY. COUNTY shall cooperate to a reasonable extent in GROVE's defense of any such action, suit, or proceeding.

(c) The provisions of Florida Statutes Section 768.28 shall govern matters of liability with respect to COUNTY.

Section 14. Insurance. GROVE shall ensure that its insurance coverage or self-insurance program, and the insurance coverage of its contracted agents, conforms to and complies with all applicable federal, state and local regulations and is adequate and sufficient to insure all activities performed pursuant to this Agreement against property damage or loss, human injury, and other casualty.

Section 15. Non-Assignability. Neither party shall assign this Agreement without the prior written consent of the other in a document of equal dignity herewith.

Section 16. Headings. All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

Section 17. Program Income. In the event that any program income is received by GROVE as a direct result of the investment of any COUNTY funds awarded under this Agreement during or after the term of this Agreement, GROVE shall immediately render such program income to COUNTY for proper accounting in the CDBG fund.

Section 18. Non-Expendable Property. Any non-expendable personal property acquired by GROVE through funds issued by COUNTY pursuant to

this Agreement shall be subject to all federal, state, and local regulations, including, but not limited to, the provisions on use and disposition of property. At the termination of this Agreement, any such property shall be made available to COUNTY and CDBG in accordance with the aforesaid provisions.

Section 19. Reversion of Assets. Upon expiration of this Agreement, GROVE shall immediately transfer to COUNTY any remaining CDBG funds and any accounts receivable attributable to the use of CDBG funds distributed pursuant to this Agreement. The distribution of any real property controlled by GROVE and acquired or improved in whole or in part after receiving the express approval of COUNTY, with CDBG funds in excess of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00), shall be governed by 24 C.F.R. Section 570.503(7) and 24 C.F.R. Section 85.31; and if such property is sold to another party, the provisions of 24 C.F.R. Sections 570.504(4) and (5) and 24 CRFR Sections 570.505(c) shall also apply with respect to income derived therefrom.

Section 20. Suspension and Termination. In accordance with 24 C.F.R. Sections 84.60-62, COUNTY may immediately suspend or terminate any term or condition hereunder. Notice thereof shall be provided pursuant to this Agreement. This Agreement may also be terminated for reasons of enforcement or convenience in accordance with 24 C.F.R. Sections 85.43 and 85.44, or for cause by COUNTY.

Section 21. Breach. Any failure to comply with the Scope of Services or other terms of this Agreement, including particularly, the timely performance and completion of the Project by the date specified in Section 4 hereof, shall constitute a breach of this Agreement.

to GROVE pursuant to this Agreement. Specifically and additionally, COUNTY shall have the following available remedies:

- (a) Immediately terminate this Agreement, with or without notice;
- (b) Reallocate the remaining uncommitted funds toward another CDBG program or toward COUNTY's trust fund;
- (c) Withhold issuance of any further funds, regardless of whether such funds have been encumbered by GROVE;
- (d) Demand GROVE immediately repay any monies expended in accordance with this Agreement;
- (e) Require specific performance of this Agreement;
- (f) Demand payment and/or performance from the surety, if applicable; and/or
- (g) Impose a lien upon any and all of GROVE's real or personal property. To create such a lien, COUNTY shall send a letter to GROVE demanding refund of any monies expended to GROVE pursuant to this Agreement. Said letter shall be recorded in the public records of Seminole County and thereafter shall constitute a lien upon GROVE's real and personal property.

Section 23. Certification Regarding Lobbying. GROVE hereby certifies that to the best of its knowledge and belief:

- (a) No federally appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence any officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal

loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

(b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with this Agreement, GROVE shall complete and submit a "Disclosure of Lobbying Activities" (Standard Form SF-LLL) or its equivalent as approved by the Office of Management and Budget.

Section 24. Notice. Whenever either party desires to give notice unto the other, notice may be sent to:

For COUNTY:

CD Administrator
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Florida 32773

For GROVE:

Executive Director
The Grove Counseling Center, Inc.
583 E. SR 434
Longwood, Florida 32750

Either of the parties may change, by written notice, the address or person for receipt of notice.

Section 25. Entire Agreement, Effect on Prior Agreement. This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings, and agreements, if any, between the parties relating to the subject matter of this Agreement.

Section 26. Amendment. This Agreement may be amended from time to time by mutual agreement of the parties by adoption and execution of a written instrument of equal dignity herewith. The foregoing notwithstanding, a change in the parties designated for Notice pursuant to Section 24 hereof may be made by written notice sent via U.S. Mail to the other party and without the need for formal amendment to this Agreement.

Section 27. Severability. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall in no way affect the validity of the remaining covenants or provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed:

ATTEST:

THE GROVE COUNSELING CENTER, INC.

Jane A. Buel
Secretary

By: [Signature]
President

Date: NOVEMBER 30 2006

EXHIBIT A

SCOPE OF SERVICES

THE GROVE COUNSELING CENTER, INC.

CDBG 2006-2007

GROVE shall provide professional construction services to its Winter Springs campus located at 580 Old Sanford-Oviedo Road, Winter Springs, Florida 32708. The improvements shall consist of a six hundred fourteen (614) square foot addition to the existing girl's dormitory building for increased capacity, provision of a laundry room, and expanded restroom facilities, according to site and building plans heretofore approved by GROVE and reviewed by COUNTY in connection with its funding commitment authorized in the attached Agreement.

GROVE shall comply with the requirements in Section 4 of this Agreement by continuing to use the improvements for the purposes specified herein until March 31, 2023.

TASK ONE: DOCUMENTS AND BID PROCESS

GROVE shall apply for and submit copies of all issued building permits and other required permits to COUNTY.

GROVE shall prepare all documents required for bidding. The documents shall be submitted to COUNTY for review and approval prior to bidding. COUNTY shall review the documents and incorporate terms and conditions as required by COUNTY or by federal requirements.

GROVE shall comply with the requirements of 24 C.F.R. Part 84.44 and OMB Circular A-110 SUBPART C .40-.48 both of which define "Procurement".

TASK TWO: BID RESPONSE REVIEW

Following the close of the bidding period, COUNTY and GROVE shall jointly review the bids received. After review, GROVE shall verify contractor qualifications and COUNTY shall verify that the apparent low and successful bidder is not suspended or debarred from doing business under federally funded contracts.

TASK THREE: CONTRACTOR SELECTION

GROVE shall select, with COUNTY acting in an advisory capacity, the contractor(s) to be awarded the construction work. GROVE shall prepare and negotiate the contracts with the contractors and monitor the performance to meet certain requirements, such as, but not limited

to, appropriate contractor licensing, proper insurance coverage, certificates, and permits.

TASK FOUR: PRE-CONSTRUCTION CONFERENCE

GROVE and COUNTY shall hold a joint pre-construction conference at GROVE's corporate offices in Longwood with the contractor, subcontractors, utility company representatives (if applicable), and other construction involved entities for the purpose of:

1. Identifying the project managers;
2. Discussing the plans and specifications;
3. Discussing construction procedures and establishing a construction schedule;
4. Answering any questions prior to construction; and
5. Discussing federal requirements and regulations (COUNTY staff shall present this information).

TASK FIVE: PROJECT MONITORING & PROGRESS REPORTS

GROVE shall provide a project manager to monitor the activities. The project manager shall be responsible for responding to all requests by COUNTY. In accordance with Section 9 of the Agreement, the project manager for GROVE shall provide monthly reports (attached hereto as Exhibit D) to COUNTY by the fifteenth (15th) day of every month.

EXHIBIT B

PROJECT BUDGET

THE GROVE COUNSELING CENTER, INC., FLORIDA

CDBG 2006-2007

Activity	Budget
Construction services for expanded capacity of the women's dormitory, restroom, and laundry room facilities for the campus located at 580 Sanford-Oviedo Road, Winter Springs, FL 32708 CDBG 2006-2007	\$100,000.00

**EXHIBIT B - ATTACHMENT 1
PROJECT BUDGET**

Grove Leveraging and CDBG Funding

	Cost	
Grove Funded (Leverage)		
<hr/>		
Construction Costs	\$258,112	
Sub-Total (Minimum Grove Leverage)	<hr/>	\$258,112
CDBG Funded		
<hr/>		
Construction Costs	\$100,000	
Sub-Total (Maximum CDBG Funding)	<hr/>	\$100,000
Total Cost of Project		<hr/> \$358,112

EXHIBIT C

THE GROVE COUNSELING CENTER, INC.

REQUEST FOR PAYMENT

CDBG 2006-2007

Subrecipient: The Grove Counseling Center, Inc.
Name of Activity: Girl's Dormitory Rehabilitation and Expansion
Mailing Address: 583 E. SR 434
Winter Springs, FL 32708

Contact Person: _____

Payment Request No: _____ Telephone Number: 407-327-1765

Activity	Original Budget Amount	Payment Amount this Request	Paid To Date	Budget Balance
Rehabilitation of Girl's Dormitory by providing bathroom and laundry facilities	\$100,000.00	\$	\$	\$
TOTAL	\$100,000.00	\$	\$	\$

Attach a copy of all supporting documentation for this Payment Request

Estimated Activity Completion Date: _____

Subrecipient/Interlocal Agreement Required Completion Date: _____

Submitted By: _____ Title: _____

Signature: _____ Date: _____

EXHIBIT D

THE GROVE COUNSELING CENTER, INC.

MONTHLY REPORT

CDBG 2006-2007

Status Report for Month of _____

Subrecipient: THE GROVE COUNSELING CENTER, INC.

Mailing Address: 583 E. State Road 434
Longwood, Florida 32750

Contact Person: _____

Telephone: 407-327-1765

NARRATIVE DESCRIPTION OF ACTIVITY STATUS/MILESTONES:

III. BUDGET STATUS

ACTIVITY	ESTIMATED BUDGET	EXPENSES PAID THIS MONTH	TOTAL EXPENSES PAID TO DATE	OUTSTANDING OBLIGATIONS	BUDGET BALANCE
Rehabilitation and expansion construction for girl's dormitory by providing bathroom and laundry facility	\$100,000.00	\$	\$	\$	\$
TOTAL	\$100,000.00	\$	\$	\$	\$

Signed: _____

EXHIBIT E

END OF YEAR REPORT

THE GROVE COUNSELING CENTER, INC.

CDBG 2006-2007

Type of service provided: Rehabilitation of existing facilities to provide additional dormitory beds

HUD IDIS Matrix Code: 03 Public Facilities and Improvements

Total number of people who now have improved access to this service or benefit: _____

Total number of people who now have improved access to this type of public facility or infrastructure improvement: _____

Objective: Suitable Living Environment

Outcome: Sustainability

White/ Hispanic	Black/ African American / Hispanic	Asian/ Hispanic	American Indian/ Alaskan Native/ Hispanic	Native Hawaiian/ Other Pacific Islander/ Hispanic	American Indian/ Alaskan Native & White/ Hispanic	Asian & White/ Hispanic	Black/ African American & White/ Hispanic	American Indian/ Alaskan Native & Black African American/ Hispanic	Other Multi- racial/ Hispanic	Hispanic	Female Head of House- hold

Any other special accomplishments:

Signed: _____