

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Seminole County/City of Longwood HUD/CDBG Subrecipient Agreement  
Program Year 2006-2007

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

**AUTHORIZED BY:** David Medley, Ph.D. **CONTACT:** Robert F. Heenan **EXT.** 2385  
Director Program Manager I

Agenda Date 01/23/2007 Regular  Consent  Work Session  Briefing   
Public Hearing - 1:30  Public Hearing - 7:00

**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute a Seminole County/City of Longwood HUD/CDBG Subrecipient Agreement Program Year 2006-2007.

**(District #4- Carlton D. Henley)**

**BACKGROUND:**

On July 25, 2006 the Board of County Commissioners (Board) approved 2006-2007 CDBG Program Year funding to the City of Longwood (Longwood) in the amount of \$175,000.00. Funding will provide for professional construction services for the expansion of the Smallworld Neighborhood Park on East Magnolia Avenue in a Longwood low/mod service area. Longwood will be providing a minimum of \$260,000.00 as its financial partnership in the project.

The expanded neighborhood park will have such amenities as picnic tables, a gazebo/pavilion, benches, drinking fountains, a basketball court, a tot lot play area, bicycle racks, and associated landscaping including the planting of flowering trees.

On October 30, 2006, the Funding Approval/Agreement for CDBG funding was executed by HUD and the Chairman of the Seminole County Board of County Commissioners.

**Staff Recommendation:**

Staff recommends the Board approve and authorize the Chairman to execute a Seminole County/City of Longwood HUD/CDBG Subrecipient Agreement Program Year 2006-2007.

Attachment: Seminole County/City of Longwood HUD/CDBG  
Subrecipient Agreement Program Year 2006-2007

Reviewed by: [Signature]  
Co Atty: [Signature]  
DFS: \_\_\_\_\_  
Other: [Signature]  
DCM: [Signature]  
CM: [Signature]  
  
File No. -ccscacd02

**SEMINOLE COUNTY/CITY OF LONGWOOD  
HUD/CDBG SUBRECIPIENT AGREEMENT  
PROGRAM YEAR 2006-2007**

**THIS AGREEMENT**, entered into this \_\_\_\_ day of \_\_\_\_\_, 2006, 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 **CITY OF LONGWOOD**, a Florida municipality, whose address is 175 West Warren Avenue, Longwood, Florida 32750, hereinafter referred to as "LONGWOOD."

**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 (CFR) Part 570; and

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

**WHEREAS**, COUNTY and LONGWOOD have both determined that it serves a desirable and needed public purpose to fund neighborhood park improvements and facilities for LONGWOOD's low and moderate income residents; and

**WHEREAS**, the COUNTY has allocated an additional ONE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$175,000.00) of HUD/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 the 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 ("CDBG") Program.

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

(d) "Community Services Department" means the 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 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 the construction of improvements to the Smallworld Neighborhood Park located on East Magnolia Avenue within the City of Longwood, Florida, as described in Exhibit "A" and Attachment A-1 thereto, as attached to this Agreement.

**Section 3. Statement of Work.**

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

(b) The parties recognize and agree that the purpose of this Agreement is to pay for the cost of providing professional construction services for the Project and that the Agreement is directly related to the implementation of the CDBG Program. All charges and expenses shall be specifically and directly related to LONGWOOD's implementation of the CDBG Project activity funded under this Agreement and for no other purpose.

**Section 4. Term.** The COUNTY shall pay LONGWOOD for the services described in Exhibit A, performed by LONGWOOD up to the limits set forth in Section 5, beginning October 1, 2006. All such services shall be performed by LONGWOOD in accordance with applicable requirements of HUD with payment contingent thereupon. LONGWOOD shall perform and complete all Project services described in Exhibit A on or before March 31, 2008, unless the Agreement is otherwise amended or extended by written agreement of the parties as provided hereunder. Notwithstanding the requirements of 24 CFR 570.505 ("Use of real property"), this Agreement shall remain in full force and effect until March 31, 2028, during which time the completed Project may only be used as a neighborhood park.

**Section 5. Payments.**

(a) The COUNTY shall pay LONGWOOD for funds paid to the contractors, subcontractors, and vendors selected by LONGWOOD to provide goods and services under this Agreement in accordance with the Project Budget, attached hereto as Exhibit B and incorporated herein by reference. Requests for payment must be submitted on the form attached hereto as Exhibit C, along with other required documentation.

(b) The COUNTY has allocated ONE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$175,000.00) of HUD/CDBG funds for completion of this Agreement. The COUNTY will pay LONGWOOD for the services rendered under this Agreement up to ONE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$175,000.00). In the event that LONGWOOD does not require the full amount of ONE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$175,000.00), 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 HUD funded projects. Any such excess, unused, or unencumbered funds shall be returned to COUNTY within thirty (30) days.

(c) In no event shall the COUNTY pay LONGWOOD until all goods and services rendered are invoiced and approved in writing by the City Manager of LONGWOOD, or his designee, and the CD Administrator.

(d) LONGWOOD shall leverage the funds provided under this Agreement to assure that the Project will be adequately financed and timely completed. LONGWOOD must provide a minimum of TWO HUNDRED SIXTY THOUSAND TWO HUNDRED SIXTY-ONE AND NO/100 DOLLARS (\$260,261.00) of its own funds from other sources which may be in the form of dollars or, if

pre-approved in writing by the CD Administrator, professional services or in-kind services applied to the Project. Failure by LONGWOOD to leverage the funds as required herein shall constitute a breach of this Agreement and entitle the COUNTY to demand repayment of the CDBG funds provided hereunder or to pursue any other legal and equitable remedies set forth herein.

(e) In order to process payment requests, LONGWOOD shall submit to the COUNTY a copy of the invoice requesting payment and signed by LONGWOOD'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.

(f) Upon receipt of the documentation listed above, the COUNTY shall initiate payment to LONGWOOD. The 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 LONGWOOD has performed services in full compliance with all HUD requirements and properly invoiced the request for payment, payment shall be rendered by the COUNTY within forty-five (45) days of its receipt of payment request.

(g) Within forty-five (45) days after completion of all services to be performed under this Agreement, LONGWOOD shall render a final and complete statement to the COUNTY of all costs for goods and services not previously invoiced. The COUNTY shall not be obligated to pay any charges, claims, or demands of LONGWOOD 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 the COUNTY for one (1) additional forty-five (45) day period by written notice to LONGWOOD, provided that any delay in submission is not occasioned by fault or negligence of LONGWOOD, as determined by the COUNTY.

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

(i) LONGWOOD shall not be reimbursed for any acquisition, purchase, donation, or receipt of any interest in real property or benefits derived from an owner of any real property unless LONGWOOD has first received written authorization from the CD Administrator. Any such activities utilizing funds derived under this Agreement without COUNTY approval is strictly prohibited and may result in termination of this Agreement. Additionally, any such activity undertaken by LONGWOOD shall fully comply with the Uniform Administrative Requirements specified in Section 6 of this Agreement, including particularly the minimizing of displacement of persons resulting from grant funded activities per Section 6(b)(vii) hereof.

**Section 6. Compliance with Federal, State, and Local Law and Regulations.** LONGWOOD 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 CFR, section 570.610 imposing uniform administrative requirements and cost principles on

recipients and subrecipients, including particularly as contained in 24 CFR Parts 84 and 85; 24 CFR, section 570.502; United States Office of Management and Budget ("OMB") Circulars A-87 ("Cost Principles For State, Local and Indian Tribal Governments"), A-102 ("Grants and Cooperative Agreements with State and Local Governments") and, if applicable, A-133 ("Audits of State and Local Governments and Non-Profit Organizations"). If OMB Circular A-133 is not applicable, LONGWOOD shall submit to COUNTY a copy of its Comprehensive Annual Financial Report ("CAFR").

**(b) Other Federal Program Requirements:** LONGWOOD shall also comply with the remaining regulations in 24 CFR 570, Subpart K (§§ 570.600-570.614, both inclusive). Said regulations shall include the following sections:

(i) 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.

(ii) 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");

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

(iv) 570.603 - Requires adherence to the labor standards embodied in the Davis-Bacon Act and the Contract Work Hours and Safety Standards Act in accordance with Section 110 of Title I of The Housing and Community Development Act, i.e., 42 U.S.C. 5301, *et seq.* (the "Act").

(v) 570.604 - Refers grant recipients to Section 104(g) of the act and 24 CFR Part 58 for those regulations and procedures aimed at

furthering the purposes of the National Environmental Policy Act of 1969. The foregoing notwithstanding, LONGWOOD shall not assume the COUNTY's environmental responsibilities, as described in 24 CFR Sec. 570.604 "Environmental Standards," nor the COUNTY's responsibility to initiate an environmental review process. However, LONGWOOD is not exempt from performing site-specific environmental reviews in accordance with state and local regulations, nor is LONGWOOD released from any environmental pollution that it may cause or have caused and LONGWOOD shall assume full liability therefore.

(vi) 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 CFR Parts 59 through 79.

(vii) 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. §§ 4601-4655.

(viii) 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.

(ix) 570.608 - Applies the Lead Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846) and the Residential Lead Based

Paint Hazard Reduction Act of 1992 (42 U.S.C. §§ 4851-4856), to all grant funded activities.

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

(xi) 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 CFR Part 570.

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

(xiv) 570.613 - Restrictions on eligibility for employment and financial assistance benefits for certain residents and newly legalized aliens.

(xv) 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. §§ 4151-4157) and the Americans with Disabilities Act (42 U.S.C. § 12131 and 47 U.S.C. §§155, 201, 218 and 225).

**(c) Compliance with State and Local Laws and Regulations:** During the execution and implementation of this Agreement, LONGWOOD 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." LONGWOOD 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, 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 the COUNTY.

(4) LONGWOOD shall comply with the "Local Relocation and Antidisplacement Policy" (the "Policy") as adopted by the COUNTY. Should LONGWOOD's performance during this Agreement necessitate, as determined by applicable federal regulations, compliance with the Uniform Relocation Assistance and Real Property Act (the "Act"), LONGWOOD shall immediately notify the COUNTY accordingly. Upon such notification, the 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, the 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 HUD and as providing funds to LONGWOOD.

**Section 8. Management Assistance.** The CD Administrator shall be available to LONGWOOD to provide guidance on HUD requirements.

**Section 9. Reporting Requirements.** LONGWOOD shall fully complete and provide to the CD Administrator a monthly report, attached hereto and incorporated herein as Exhibit D, summarizing the Project under

construction, all bid information and construction summaries. LONGWOOD shall provide the monthly reports as part of the financial payment process no later than the fifteenth (15<sup>th</sup>) day of each month. Failure by LONGWOOD to submit a monthly report (Exhibit D) shall allow the COUNTY to withhold payment on the next Request For Payment submitted by LONGWOOD until the required monthly report is submitted as mandated herein. Further, LONGWOOD shall fully complete and provide to the CD Administrator, in a timely manner, an "End of Project Report," attached hereto and incorporated herein as Exhibit E. The COUNTY shall have access to and be provided copies and transcripts of any records necessary in the sole determination of the COUNTY or HUD to accomplish this obligation.

**Section 10. Maintenance of Records.**

(a) LONGWOOD 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 the 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 LONGWOOD pursuant to this Agreement;

(B) Bills and invoices for all services purchased by LONGWOOD 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, date, and cost of acquisition.

(b) LONGWOOD shall perform or cause to be performed an annual audit and provide copies of such audits to the CD Administrator within thirty (30) days of its completion.

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

**Section 11. Liability.** Except for any payment specifically set forth herein, the COUNTY shall not be liable to any person, firm, entity or corporation in connection with the services LONGWOOD has agreed to perform hereunder, or for debts or claims accruing to such parties against LONGWOOD. 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 LONGWOOD as a result of this Agreement, including the contractors, subcontractors and vendors who may from time-to-time be employed by LONGWOOD.

**Section 12. Subcontracts.** All contracts made by LONGWOOD to perform the activities described in Exhibit A shall comply with all

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

**Section 13. Indemnification.**

(a) LONGWOOD shall hold harmless and indemnify the COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees and expenses of whatsoever kind, type, or nature which the COUNTY may sustain, suffer, or incur or be required to pay by reason of the following: loss of any monies paid to LONGWOOD or whomsoever, resulting out of LONGWOOD's fraud, defalcation, dishonesty, or failure of LONGWOOD to comply with applicable laws or regulations; any act or omission of LONGWOOD 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 the COUNTY upon any alleged liability arising out of the Agreement, or any other matter relating to this Agreement, the COUNTY shall promptly provide notice in writing thereof to LONGWOOD by registered or certified mail addressed to LONGWOOD at the address provided hereinafter. Upon receiving such notice, LONGWOOD, 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 the COUNTY. The COUNTY shall cooperate to a reasonable extent in LONGWOOD'S defense of any such action, suit or proceeding.

(c) The provisions of Section 768.28, Florida Statutes, shall govern matters of liability for both parties.

**Section 14. Insurance.** LONGWOOD 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 the Agreement against property damage or loss, human injury, and other casualty.

**Section 15. Non-Assignability.** Neither party shall assign the 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 LONGWOOD as a direct result of the investment of any COUNTY funds awarded under this Agreement during or after the term of the Agreement, LONGWOOD shall immediately render such program income to the COUNTY for proper accounting in the CDBG fund.

**Section 18. Non-Expendable Property.** Any non-expendable personal property acquired by LONGWOOD through funds issued by the 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 the COUNTY and HUD in accordance with the aforesaid provisions.

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

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

**Section 22. Enforcement of Agreement and Remedies.** Upon determination that a breach has occurred, the COUNTY reserves all legal and equitable rights to enforce this Agreement and/or recover any monies paid to LONGWOOD pursuant to this Agreement. Specifically and additionally, the COUNTY shall have the following available remedies:

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

**Section 23. Certification Regarding Lobbying.** LONGWOOD 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, LONGWOOD 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, FL 32773

**For LONGWOOD:**

City Administrator  
City of Longwood  
175 W. Warren Avenue  
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 the Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of the Agreement.

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

ATTEST:

CITY OF LONGWOOD

\_\_\_\_\_  
SARAH M. MIRUS, City Clerk

By: \_\_\_\_\_  
JOHN C. MAINGOT, Mayor

Date: \_\_\_\_\_

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
CARLTON HENLEY, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

As authorized for execution by  
the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

AWS/jjr  
11/08/06  
Longwood HUD CDBG

Attachments:

1. Exhibit A - Scope of Services, including Attachment (Conceptual Site Plan)
2. Exhibit B - Project Budget, including Attachment (CDBG Funding And Leveraged Funding)
3. Exhibit C - Request for Payment
4. Exhibit D - Monthly Report
4. Exhibit E - End of Project Report

**EXHIBIT A**

**SCOPE OF SERVICES**

**CITY OF LONGWOOD, FLORIDA**

**CDBG 2006-2007**

LONGWOOD shall provide for professional construction services for improvements to Smallworld Neighborhood Park on East Magnolia Avenue in Longwood. The Project shall be comprised of the site preparation, landscaping, and equipping of the facility as illustrated in Attachment 1 to this Exhibit A. Landscaping components shall include sod, large evergreen trees, and plants throughout the site. Park equipment shall include swing sets, a hard surface basketball court and goals, picnic tables, a gazebo, one pavilion, sidewalks, covered walkways, and perimeter fencing. The Project shall not include acquisition of any real property or the receipt or acquisition of any interest therein.

**TASK ONE: DOCUMENTS**

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

**TASK TWO: BID ADVERTISEMENT**

LONGWOOD shall properly advertise bids and provide contractors a specific response period. All procurement of labor, materials, and services shall comply, at a minimum, with 24 CFR Part 85 pursuant to the Federal Office of Management and Budget (OMB) Circular A-87, as revised and amended.

**TASK THREE: BID RESPONSE REVIEW**

Following the close of the bidding period, the COUNTY and LONGWOOD shall jointly review the bids received. After review, LONGWOOD shall review contractor qualifications and make the appropriate bid and contract award.

**TASK FOUR: CONTRACTOR SELECTION**

LONGWOOD shall select the contractor to be awarded the construction work. LONGWOOD shall prepare and negotiate the contracts with the contractors and monitor the performance to meet certain requirements, such as, but not limited to, certificates and permits. LONGWOOD shall

facilitate, in cooperation with the COUNTY, any requirements necessary for the COUNTY to comply with federal guidelines.

**TASK FIVE: PRE-CONSTRUCTION CONFERENCE**

LONGWOOD and the COUNTY shall hold a joint pre-construction conference at Longwood City Hall with the contractor, subcontractors, private utilities representatives, city representatives, and other appropriate persons involved for the purpose of:

1. Identifying the Project manager;
2. Identifying the field monitors;
3. Discussing the plans and specifications;
4. Discussing construction procedures and scheduling;
5. Answering any questions prior to construction; and
6. Discussing federal requirements and regulations (COUNTY staff shall present this information).

**TASK SIX: CONSTRUCTION MONITORING**

LONGWOOD shall provide a Project manager to monitor and inspect the construction activities. The Project manager shall be responsible for responding to all requests by the COUNTY or contractor. The Project manager, or his/her designee, shall be the liaison to the COUNTY.

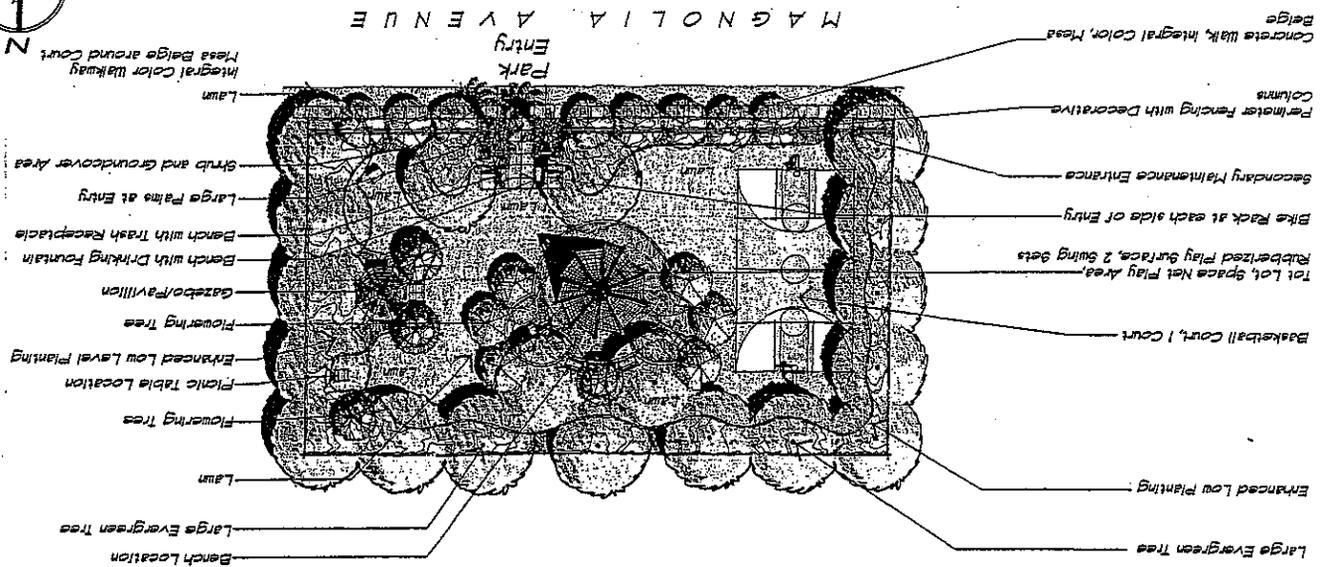
**TASK SEVEN: PROGRESS REPORTS**

The Longwood Project manager, or his/her designee, shall provide monthly written progress reports to the COUNTY by the fifteenth (15<sup>th</sup>) of each month.

**TASK EIGHT: PROJECT SUMMARY**

LONGWOOD shall prepare a written summary for the COUNTY at the conclusion of the Project.

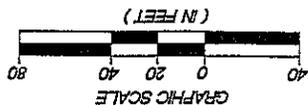
EXHIBIT A - ATTACHMENT 1  
CONCEPTUAL SITE PLAN



CONCEPTUAL SITE PLAN

SMALLWORLD PARK LONGWOOD, FLORIDA  
CITY OF LONGWOOD

PPDA Professional Planning Associates, Inc.  
Professional Planning and Landscape Architecture  
1000 West 10th Street  
Tampa, FL 33606  
Phone (813) 287-1333  
Fax (813) 287-1334



**EXHIBIT B**  
**PROJECT BUDGET**  
**CITY OF LONGWOOD, FLORIDA**  
**CDBG 2006-2007**

<b>Activity</b>	<b>Budget</b>
Payment to the City of Longwood for Smallworld Neighborhood Park Improvements to be located on East Magnolia Avenue in Longwood.	<u>\$175,000.00</u>
<b>CDBG 2006-2007</b>	<b>\$175,000.00</b>

The City will invest at least \$260,261 of its own funds from other sources (leverage) toward the successful completion of this Project. (See Exhibit B Attachment 1 Project Budget)

**EXHIBIT B - ATTACHMENT 1  
PROJECT BUDGET**

**City Leveraging and CDBG Funding  
Smallworld Park Improvements**

	<b>Cost</b>	
<b>City Funded (Minimum Leverage)</b>		
Engineering Design Costs	\$64,300.00	
Construction Costs	\$195,961.00	
<b>Sub-Total (Minimum City Leverage)</b>	<hr/>	<b>\$260,261.00</b>
 <b>CDBG Funded</b>		
Construction Costs	\$175,000.00	
<b>Sub-Total (Maximum CDBG Funding)</b>	<hr/>	<b>\$175,000.00</b>
 <b>Total Cost of Project</b>		<hr/> <b>\$435,261.00</b>

**EXHIBIT C**

**CITY OF LONGWOOD, FLORIDA**

**REQUEST FOR PAYMENT**

**CDBG 2006-2007**

Subrecipient: City of Longwood, Florida  
Name of Activity: Smallworld Neighborhood Park Improvements  
Mailing Address: 175 W. Warren Ave., Longwood, FL 32750  
Contact Person: \_\_\_\_\_  
Payment Request No: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

<b>Activity</b>	<b>Original Budget Amount</b>	<b>Payment Amount this Request</b>	<b>Paid To Date</b>	<b>Budget Balance</b>
Smallworld Neighborhood Park Improvements	\$175,000.00	\$	\$	\$
<b>TOTAL</b>	\$175,000.00	\$	\$	\$

**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

CITY OF LONGWOOD, FLORIDA

MONTHLY REPORT

CDBG 2006-2007

Status Report for Month of \_\_\_\_\_

Subrecipient: City of Longwood, Florida  
Mailing Address: 175 W. Warren Avenue, Longwood, FL 32750  
Contact Person: \_\_\_\_\_  
Telephone: \_\_\_\_\_

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
Smallworld Neighborhood Park Improvements	\$175,000.00	\$	\$	\$	\$
TOTAL	\$175,000.00	\$	\$	\$	\$

Signed: \_\_\_\_\_

**EXHIBIT E**  
**CITY OF LONGWOOD, FLORIDA**  
**END OF PROJECT REPORT**  
**CDBG 2006-2007**

Type of service provided: Smallworld Neighborhood Park Improvements

HUD IDIS Matrix Code: 03F Parks/Recreational Facilities

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: \_\_\_\_\_

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: \_\_\_\_\_