

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Seminole County/U.S. Highway 17-92 Community Redevelopment Agency  
HUD/CDBG Subrecipient Agreement Program Year 2004-2005

**DEPARTMENT:** Planning and Development **DIVISION:** Community Resources

**AUTHORIZED BY:** Dan Matthys *(signature)* **CONTACT:** Robert Heenan *(signature)* **EXT.** 7380

<b>Agenda Date</b> <u>01/24/2006</u> <b>Regular</b> <input type="checkbox"/> <b>Consent</b> <input checked="" type="checkbox"/> <b>Work Session</b> <input type="checkbox"/> <b>Briefing</b> <input type="checkbox"/>
<b>Public Hearing – 1:30</b> <input type="checkbox"/> <b>Public Hearing – 7:00</b> <input type="checkbox"/>

**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute a Seminole County/United States Highway 17-92 Community Redevelopment Agency HUD/CDBG Subrecipient Agreement Program Year 2004-2005.

(District 4-Henley)

(Robert Heenan-Principal Coordinator)

**BACKGROUND:**

On July 27, 2004 the Board of County Commissioners (Board) approved the 2004-2005 One Year Action Plan providing Community Development Block Grant (CDBG) funding in the amount of \$542,000.00 to the U.S. Highway 17-92 Community Redevelopment Agency (CRA) to construct, and install, or extend potable water and sewer lines along the U.S. Highway 17-92 corridor from the Seminole County/Orange County Line to Lake of the Woods Boulevard in the Fern Park area.

The project will aid in eliminating blighting factors in the CRA area and enable sustainable economic and commercial revitalization of the area.

In addition to the CDBG funding (\$542,000.00), financial contributions of approximately \$750,000.00 will come from the Seminole County CRA, the City of Casselberry, and the Seminole County Environmental Services Department. During 2005, the project underwent the design, engineering, and permitting processes and will be ready for bid in February 2006.

**Staff Recommendation:**

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

Attachment: Seminole County/United States Highway 17-92  
Community Redevelopment Agency HUD/CDBG  
Subrecipient Agreement Program Year 2004-2005.

Reviewed by: <i>(signature)</i> Co Atty: _____ DFS: _____ Other: _____ DCM: _____ CM: <i>(signature)</i>
File No. <u>cpdc01</u>

**SEMINOLE COUNTY/UNITED STATES HIGHWAY 17-92  
COMMUNITY REDEVELOPMENT AGENCY  
HUD/CDBG SUBRECIPIENT AGREEMENT  
PROGRAM YEAR 2004-2005**

**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 **UNITED STATES HIGHWAY 17-92 COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic created pursuant to section 163.356, Florida Statutes, whose mailing address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "AGENCY".

**WHEREAS**, COUNTY has made application effective October 1, 2004, 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 improved quality of life, principally for those areas within the jurisdiction of COUNTY and AGENCY that have heretofore been found to be blighted under the provisions of Chapter 58, Seminole County Code; and

**WHEREAS**, AGENCY shall provide professional construction services for installation of potable water and sanitary sewer lines within the Fern Park portion of the United States Highway 17-92 Redevelopment

District (the "District") which will serve to alleviate the blighting influences within the District; and

**WHEREAS**, COUNTY has deemed that such public utility improvements will serve a public purpose; and

**WHEREAS**, the COUNTY has allocated FIVE HUNDRED FORTY-TWO THOUSAND AND NO/100 DOLLARS (\$542,000.00) of HUD/CDBG funds for such water and sewer utility improvements for the 2004-2005 Program Year; and

**WHEREAS**, section 163.370, Florida Statutes provides authority for both parties to enter into interlocal agreements of the type and scope of this Agreement,

**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 Resources Division Manager.

(b) "CDBG Program" means the Seminole County CDBG Program.

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

(d) "County Approval" means written approval by the Planning Director, CD Administrator, or their designee.

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

**Section 3. Statement of Work.**

(a) AGENCY, in a manner satisfactory to the COUNTY, shall perform all 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 AGENCY.

(b) The parties recognize and agree that the purpose of this Agreement is to reimburse the cost of providing professional construction and related administrative services for installation of potable water and sanitary sewer lines with the objectives of alleviating blighting influences and promoting redevelopment along U.S. Highway 17-92 in the Fern Park area of the District, and this Agreement is directly related to the implementation of the CDBG Program. Where service expenses are authorized by the COUNTY, as set forth in the Project Budget, attached hereto and incorporated herein as Exhibit B, those expenses shall be specifically itemized by the hours or dollars expended or as otherwise required by applicable laws, rules, and regulations.

**Section 4. Term.** The COUNTY shall reimburse AGENCY for the services described in Exhibit A, performed by AGENCY, up to the limits set forth in Section 5 of this Agreement. All such services shall be performed by AGENCY in accordance with applicable requirements of HUD with reimbursement contingent thereupon. AGENCY shall perform all

services described in Exhibit A on or before August 31, 2007, unless this Agreement is otherwise amended or extended by written agreement of the parties, as provided hereunder. This Agreement shall be effective upon execution by both parties and shall remain in effect through September 30, 2007. Any requirements set forth in Sections 10, 11, 13, 17, 18 and 19 hereunder shall survive the term of this Agreement as a whole.

**Section 5. Payments.**

(a) The COUNTY shall reimburse AGENCY for funds paid to the contractors, subcontractors, and vendors selected by AGENCY to provide services under this Agreement in accordance with the Project Budget, attached hereto as Exhibit B and incorporated herein by reference. The foregoing notwithstanding, COUNTY may also make direct payment to the vendors and contractors on behalf of AGENCY so long as the requirements of paragraphs (b), (c), (d), (e), (f) and (g) below are met. Requests for payment must be submitted on the form attached hereto as Exhibit C, along with other required documentation.

(b) The COUNTY has allocated FIVE HUNDRED FORTY-TWO THOUSAND AND NO/100 DOLLARS (\$542,000.00) of HUD/CDBG funds for completion of this Agreement. The COUNTY will reimburse AGENCY for the services rendered under this Agreement up to FIVE HUNDRED FORTY-TWO THOUSAND AND NO/100 DOLLARS (\$542,000.00). In the event that AGENCY does not require the full amount of FIVE HUNDRED FORTY-TWO THOUSAND AND NO/100 DOLLARS (\$542,000.00), 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.

(c) In no event shall the COUNTY reimburse AGENCY, its contractors, subcontractors, or vendors until all goods and services rendered are invoiced and approved in writing by the designated AGENCY coordinator/administrator and the CD Administrator.

(d) In order to process payment requests, AGENCY shall submit to the COUNTY an original invoice signed by the entity requesting payment and AGENCY's coordinator/administrator. Copies of receipts or other acceptable documentation demonstrating incurrence of each expense must be submitted with the invoice, all of which shall be attached to a completed copy of Exhibit C, hereto.

(e) Upon receipt of the documentation listed above and in Section 9 of this Agreement, the COUNTY shall initiate reimbursement to the requesting entity. 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 AGENCY, its vendors, contractors and subcontractors have performed services in full compliance with all HUD requirements and properly invoiced the request for payment, payment shall be rendered by the COUNTY within thirty (30) days of its receipt of payment request.

(f) On or before September 30, 2007, AGENCY 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 AGENCY not properly invoiced and received by AGENCY and provided to the COUNTY after said date.

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

(h) AGENCY 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 AGENCY 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.

(i) AGENCY shall not be reimbursed for salaries or other compensation for any AGENCY employees.

**Section 6. Compliance With Federal, State, and Local Law and Regulations.** AGENCY 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 those 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"), A-110 ("Uniform

Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations"), A-122 ("Cost Principles For Non-Profit Organizations"), A-128 ("Audits of State and Local Governments") and A-133 ("Audits of State and Local Governments and Non-Profit Organizations").

**(b) Other Federal Program Requirements:** AGENCY 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, AGENCY 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 and environmental review process. However, AGENCY is not exempt from performing site-specific environmental reviews in accordance with State and local regulations, nor is AGENCY released from any environmental pollution that it may cause or have caused and AGENCY 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 et seq.

(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 et seq.) and the Residential Lead Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§ 4851 et seq.), 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 resident, 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 et seq) 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, AGENCY 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". AGENCY 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 199, 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) AGENCY shall comply with the "Local Relocation and Antidisplacement Policy" as adopted by the COUNTY. Should AGENCY's performance during this Agreement be impeded or adversely affected by virtue of such Policy, as determined by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, AGENCY shall immediately notify COUNTY accordingly. Upon such notification, COUNTY shall implement, administer, and apply all requirements of said Federal laws to this Agreement. The parties agree that should the aforementioned occur, COUNTY shall use funds budgeted in Exhibit B to pay for all required relocation and displacement costs.

**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 providing funds to AGENCY.

**Section 8. Management Assistance.**

(a) The CD Administrator shall be available to AGENCY to provide guidance on HUD requirements.

(b) In the event that AGENCY does not complete any of the terms of this Agreement within the time frames allotted herein, COUNTY may provide notices to AGENCY on or after ninety (90) days from the expiration of the subject time frame advising AGENCY that it is in default of the Agreement and the pending consequences thereof. Nothing set forth herein, however,

shall prohibit the COUNTY from taking any action prior to such dates to enforce the terms of this Agreement.

**Section 9. Reporting Requirements.** In addition to completing the Request for Payment form (Exhibit C hereto), AGENCY shall 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. AGENCY shall provide the monthly reports as part of the financial reimbursement process no later than the fifteenth (15<sup>th</sup>) day of each month. Failure by AGENCY to submit a monthly report shall allow the COUNTY to withhold payment on the next Request For Funds Reimbursement Report submitted by AGENCY until the required monthly report is submitted as mandated herein. Further, AGENCY 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. 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) AGENCY 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. 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 AGENCY pursuant to this Agreement;

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

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

(D) All capital expenditures, including a description, model, serial number, and date and cost of acquisition.

(b) AGENCY 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. Because AGENCY is receiving more than \$500,000.00 from all Federal sources pursuant to this Agreement, such auditing procedures shall be undertaken in compliance with Management and Budget Circular A-133 and provided to the CD Administrator in a timely manner.

(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. COUNTY and AGENCY 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.

(d) AGENCY and COUNTY shall retain all records and supporting documentation pertaining to matters of this Agreement for a minimum of five (5) years after resolution of the final audit or for such longer term as may be required by Federal or Florida law.

**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 AGENCY has agreed to perform hereunder, or for debts or claims accruing to such parties against AGENCY. 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 AGENCY as a result of this Agreement, including the contractors, subcontractors, and vendors who may from time to time be employed by AGENCY.

**Section 12. Subcontracts.** All contracts made by AGENCY 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 AGENCY 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) AGENCY 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 AGENCY or whomsoever resulting out of AGENCY's fraud, defalcation, dishonesty, or failure of AGENCY to comply with applicable laws or regulations; any act or omission of AGENCY

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 AGENCY by registered or certified mail addressed to AGENCY at the address provided hereinafter. Upon receiving such notice, AGENCY, 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 AGENCY'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.** AGENCY shall ensure that its insurance coverage or self-insurance program, and the insurance coverage of its contracted vendors, suppliers, agents, and subcontractors 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.**

(a) In the event that any program income is received by AGENCY as a direct result of the investment of any COUNTY funds awarded under this Agreement during the term of this Agreement, AGENCY shall immediately render such program income to the COUNTY.

(b) If any program income is received by AGENCY as a direct result of the investment of any COUNTY funds awarded under this Agreement, after expiration of the term of this Agreement, such program income shall be returned to the COUNTY for proper accounting in the CDBG fund.

**Section 18. Non-Expendable Property.** Any non-expendable personal property acquired by AGENCY 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, AGENCY shall immediately transfer to the COUNTY any remaining HUD 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 AGENCY 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, 570.505, and if such property is sold to another party, the provisions of 24 CFR 85.31 shall also apply.

**Section 20. Reallocation of Funds.** In the event that AGENCY receives construction bids, engineering bids, design bids, or financial estimates of a similar nature that entail a lower cost than the CDBG funds allocated toward that particular project, the excess funds shall be returned to the Community Resources Division Manager within thirty (30) days of the bid acceptance and shall be reallocated by COUNTY for use in other CDBG projects.

**Section 21. Breach.** Any failure to comply with the Scope of Services or other terms of this Agreement 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 AGENCY pursuant to this Agreement. Specifically and additionally, the COUNTY shall have the following available remedies:

- (a) Immediately terminate this Agreement, with or without notice;
- (b) Reallocate the remaining uncommitted funds toward another HUD program or toward the COUNTY's trust fund;
- (c) Withhold issuance of any further funds, regardless of whether such funds have been encumbered by AGENCY;

(d) Demand AGENCY 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 AGENCY's real or personal property. To create such a lien, the COUNTY shall send a letter to AGENCY demanding refund of any monies expended to AGENCY pursuant to this Agreement. Said letter shall be recorded in the public records of Seminole County and thereafter shall constitute a lien upon AGENCY's real and personal property.

**Section 23. Suspension and Termination.** The COUNTY may immediately suspend or terminate any term or condition hereunder as the result of HUD actions pursuant to sections 84.60-84.62. This Agreement may also be terminated for convenience in accordance with 24 CFR Sections 85.43 and 85.44, providing for termination for cause, mutual convenience, or partial termination for specified reasons. In the event of termination for any reason, notice thereof shall be given pursuant to Section 25 of this Agreement.

**Section 24. Certification Regarding Lobbying.** AGENCY 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, or 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, COUNTY or AGENCY 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.

(c) Pursuant to Section 216.347, Florida Statutes, AGENCY hereby agrees that monies received from the COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature, the judicial branch, or a State agency.

**Section 25. Notice.** Whenever either party desires to give notice unto the other, notice may be sent to:

**For COUNTY:**

CD Administrator  
Community Development Office  
1101 East First Street  
Sanford, Florida 32771

**For AGENCY:**

Director  
Economic Development Department  
1101 East First Street  
Sanford, Florida 32771

Either of the parties may change, by written notice to the other, the address or person for receipt of notice. Any change of designated persons shall not require formal amendment to this Agreement.

**Section 26. 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 27. 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.

**Section 28. 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 the Agreement.

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

ATTEST:

UNITED STATES HIGHWAY 17-92  
COMMUNITY REDEVELOPMENT AGENCY

\_\_\_\_\_  
GRETCHEN VENN, Aide

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

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  
AC/lpk  
12/2/04 12/8/04 11/10/05

Attachments:

1. Exhibit A - General Scope of Services, including Map of Work/Service Area
2. Exhibit B - Project Budget
3. Exhibit C - Request for Payment
4. Exhibit D - Monthly Report
4. Exhibit E - End of Year Report

## EXHIBIT A

### GENERAL SCOPE OF SERVICES

AGENCY shall perform engineering and design and installation of potable water and sanitary sewer lines identified on the attached map in the Fern Park area of the US 17-92 Corridor.

**NOTICE:** The acquisition of real property whether through purchase, donation or any other method of real property transfer or the granting of rights or privileges, requires full compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. **THEREFORE**, AGENCY shall not acquire nor negotiate the purchase or donation or receive the benefits of the receipt of rights or privileges, by a real property owner of any real property or any interest in real property or any interest in real property, without first seeking consultation with the COUNTY. **FAILURE BY AGENCY TO FIRST SEEK CONSULTATION WITH THE COUNTY REGARDING THE AFOREMENTIONED SHALL AUTOMATICALLY RELEASE THE COUNTY FROM ANY OBLIGATION FOR PAYMENT, REIMBURSEMENT OR LIABILITY FOR ANY IMPROVEMENTS AUTHORIZED BY THIS AGREEMENT.**

#### **TASK ONE: DOCUMENTS**

AGENCY shall prepare all documents required for bidding. The document 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**

AGENCY 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 AGENCY shall jointly review the bids received. After review, AGENCY shall review contractor qualifications and make appropriate bid and contract award.

#### **TASK FOUR: CONTRACTOR SELECTION**

AGENCY shall select the contractor to be awarded the construction work. AGENCY shall prepare and negotiate the contract with the contractor and monitor the performance to meet certain requirements, such as, but not limited to, certificates and permits. AGENCY shall facilitate, in cooperation with the COUNTY, any requirements necessary for the COUNTY to comply with Federal guidelines.

**TASK FIVE: PRE-CONSTRUCTION CONFERENCE**

AGENCY and the COUNTY shall hold a pre-construction conference with the contractor, subcontractors, private utilities representatives, city representatives, interested business owners and other appropriate persons for the purpose of:

1. Identifying the project managers;
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**

AGENCY shall provide a project manager to monitor engineering and design activities and to monitor and inspect construction/improvement activities. The project manager shall be responsible for responding to all requests by the COUNTY. The project manager shall provide liaison and monthly reports to COUNTY. Monthly Reports shall be submitted to the COUNTY in accordance with the provisions of Section 9 of the Agreement. AGENCY shall inform the COUNTY in writing of the identity of the project manager prior to construction.

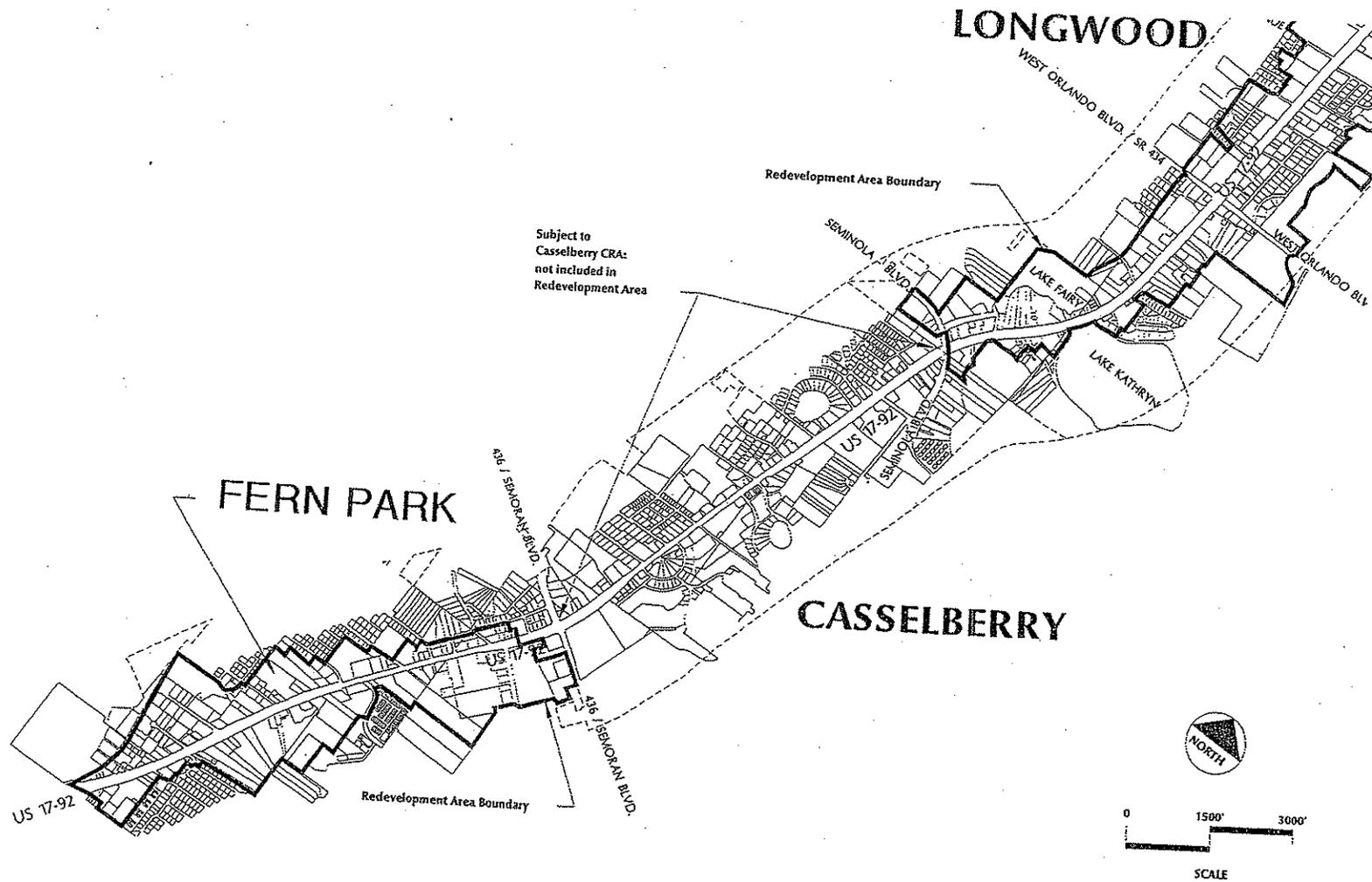
**TASK SEVEN: MONTHLY REPORTS**

AGENCY'S project manager shall provide monthly reports to the COUNTY. Monthly reports are to be submitted to the COUNTY by the fifteenth (15<sup>th</sup>) day of each month beginning after the execution of the Interlocal Agreement. Monthly reports are to be submitted using the format attached to the Interlocal Agreement as Exhibit "D".

**TASK EIGHT: PROJECT SUMMARY**

AGENCY shall provide all appropriate inspection approvals and final inspection approvals to the COUNTY at the end of the construction activity. The COUNTY shall not recognize the construction activity as complete without receiving copies of all applicable inspection approvals.

Figure 1a - South Corridor Study Area



US 17-92 Redevelopment Plan - Seminole County

EXHIBIT B

PROJECT BUDGET

Activity	Budget
Potable Water & Sanitary Sewer Installation Construction Costs in the Fern Park area as identified in the attached map (as part of Exhibit A).  CDBG 2004-2005	\$ 542,000

EXHIBIT C

SEMINOLE COUNTY

REQUEST FOR FUNDS REIMBURSEMENT REPORT

COMMUNITY DEVELOPMENT STAFF USE ONLY (CONTRACT # _____)		
ACCOUNT NO. _____	PROJECT # _____	Amount _____
ACCOUNT NO. _____	PROJECT # _____	Amount _____

SECTION I - REQUEST FOR FUNDS

1. SUBRECIPIENT NAME: US HIGHWAY 17-92 COMMUNITY REDEVLOPMENT AGENCY
2. ADDRESS: \_\_\_\_\_
3. REQUEST DATE: \_\_\_\_\_
4. REQUEST NO.: \_\_\_\_\_ FINAL REQUEST: YES \_\_\_ NO \_\_\_
5. CONTACT PERSON: \_\_\_\_\_
6. TELEPHONE NUMBER: \_\_\_\_\_

COMPLETE SECTION II EXPENSE SUMMARY BEFORE GOING TO ITEMS 7-12.

7. FUNDS ARE HEREBY REQUESTED FOR EXPENDITURTES INCURRED IN THE MONTH(s)  
OF: \_\_\_\_\_
8. TOTAL CASH EXPENDITURES FROM START OF SUBGRANT TO DATE (FROM SECTION  
II; LINE 4): \$ \_\_\_\_\_
9. CASH RECEIPTS FROM START OF SUBGRANT TO DATE: \$ \_\_\_\_\_
10. REIMBURSEMENT FUNDS REQUESTED FOR THIS PERIOD (LINE 8 MINUS LINE 9)  
\$ \_\_\_\_\_
11. SUBMITTED BY: \_\_\_\_\_
12. TITLE: \_\_\_\_\_
13. AUTHORIZED SIGNATURE: \_\_\_\_\_

(This form is for reproduction or copying by Recipient and should summarize the total payment request for all units assisted.)

SECTION II - EXPENSE SUMMARY FISCAL YEAR 2004 - 2005

SUBRECIPIENT NAME: US HIGHWAY 17-92 COMMUNITY REDEVELOPMENT AGENCY

EXPENSE SUMMARY FOR: \_\_\_\_\_  
(Month & Year)

	DESCRIPTION OF ACTIVITY	BUDGET	CURRENT REVISED BUDGET	EXPENSES THIS MONTH	EXPENSES Y-T-D	AVAILABLE BALANCE
	CDBG 2004-2005	\$542,000.00				
2.	<b>TOTAL</b>	<b>A.</b>  \$542,000.00	<b>B.</b>  \$	<b>C.</b>  \$	<b>D.</b>  \$	<b>E.</b>  \$
3.	ENTER TOTAL CASH EXPENDITURES REPORTED ON THE PREVIOUS "EXPENSE REPORT AND REQUEST FOR FUNDS" (SECTION I, LINE 9)				\$	<b>AMENDMENT JOURNAL</b>
4.	COMPUTE "TOTAL CASH EXPENDITURES FROM START OF SUBGRANT TO DATE" BY ADDING 2C AND 3. (ENTER RESULT ON SECTION I, LINE 8)				\$	

**ATTACH A COPY OF ALL SUPPORTING DATA FOR THE PERIOD THIS EXPENSE SUMMARY ADDRESSES i.e., LABOR VOUCHERS, RECEIPTS, INVOICES, DAILY ACTIVITY LOGS, ETC..**

(This form is for reproduction or copying by Recipient.)



EXHIBIT D

MONTHLY REPORT

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

**SUBRECIPIENT INFORMATION**

Subrecipient U.S. Highway 17-92 Community Redevelopment Agency  
Mailing Address \_\_\_\_\_ 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
TOTAL					

Any other special accomplishments:

\_\_\_\_\_  
\_\_\_\_\_

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

**EXHIBIT E**  
**END OF YEAR REPORT**

**NAME OF ORGANIZATION:** U.S. Highway 17-92 Community Redevelopment Agency

**FISCAL YEAR:** \_\_\_\_\_

Type of service provided: \_\_\_\_\_

Total number of people served: \_\_\_\_\_

Total number of groups/sessions performed: \_\_\_\_\_

No. of Household/ Persons Assisted	Low and Moderate Income	American Indian or Alaska Native	Asian	Black or African American	Native Hawaiian or Other Pacific Islander	White	Hispanic or Latino/	Not Hispanic or Latino	Female Headed Household

Any other special accomplishments:

\_\_\_\_\_

\_\_\_\_\_

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