

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Seminole County/Seminole County Public Schools HUD/CDBG Subrecipient Agreement for Program Years 2003-2004 and 2004-2005

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

AUTHORIZED BY: Donald S. Fisher **CONTACT:** Robert F. Heenan **EXT.** 7380

Agenda Date <u>02/22/2005</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 a Seminole County/Seminole County Public Schools HUD/CDBG Subrecipient Agreement for Program Years 2003-2004 and 2004-2005.

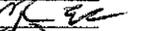
(District 5-Carey)

BACKGROUND:

On July 27, 2004, the Board of County Commissioners (Board) approved the 2004-2005 One Year Action Plan of the 2000-2005 Consolidated Plan which includes year two final funding to Seminole County Public Schools (SCPS) for an amount up to \$506,980 for the completion of the construction of a multipurpose, educational, health services, and recreational facility known as the "Midway Safe Harbor". This second year funding brings the total amount awarded to the project to \$1,013,960.

SCPS successfully performed the terms of the 2003-2004 first Subrecipient Agreement which expired on December 31, 2004. The project is expected to be complete on or about March 1, 2005.

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

Reviewed by:  Co Atty:  DFS: _____ Other:  DCM:  CM:  File No. <u>cpdc02</u>

SEMINOLE COUNTY/SEMINOLE COUNTY PUBLIC SCHOOLS
HUD/CDBG SUBRECIPIENT AGREEMENT
FOR PROGRAM YEARS 2003-2004 AND 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 SEMINOLE COUNTY SCHOOL BOARD d/b/a SEMINOLE COUNTY PUBLIC SCHOOLS, a political subdivision of the State of Florida, whose mailing address is 400 East Lake Mary Boulevard, Sanford, Florida 32773, hereinafter referred to as "SCHOOLS."

WHEREAS, COUNTY has made application effective October 1, 2003 and again on October 1, 2004, and pursuant thereto has entered into contracts 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 persons of low and moderate income, as described in the CDBG Program application; and

WHEREAS, the parties hereto previously entered into that certain HUD/CDBG Subrecipient Agreement Program Year 2003-2004 (the "Previous Agreement") for the purpose of financing the construction of a multipurpose educational, health services, recreational facility (the

"Project") by SCHOOLS for the benefit of a low and moderate income community within COUNTY; and

WHEREAS, the Previous Agreement, at the time of its adoption provided the first half of the contemplated two stage funding of the Project, the first increment of which was provided from COUNTY's 2003-2004 Program Year HUD/CDBG funds; and

WHEREAS, COUNTY now has an additional FIVE HUNDRED SIX THOUSAND NINE HUNDRED EIGHTY AND NO/100 DOLLARS (\$506,980.00) of funds available to contribute to the Project from its 2004-2005 /CDBG funds for a combined total available ONE MILLION THIRTEEN THOUSAND NINE HUNDRED SIXTY AND NO/100 DOLLARS (\$1,013.960.00); and

WHEREAS, SCHOOLS shall construct a 12,500 square foot community facility for the provision of community recreational, educational, and health related services for the Midway community and other Seminole County communities; and

WHEREAS, the COUNTY has deemed that such services will serve a COUNTY purpose,

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

(f) "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) SCHOOLS, 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 SCHOOLS.

(b) The parties recognize and agree that the purpose of this Agreement is to reimburse the cost of providing professional construction services for the multi-purpose building project within the Midway community of Seminole County and 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. All hours charged by staff and direct expenses shall be specifically and directly related to SCHOOLS' implementation of the CDBG activity funded under this Agreement.

Section 4. Term. The COUNTY shall reimburse SCHOOLS for the services described in Exhibit A, performed by SCHOOLS up to the limits set forth in Section 5. All such services shall be performed by SCHOOLS in accordance with applicable requirements of HUD with reimbursement contingent thereupon. SCHOOLS shall perform all services described in Exhibit A according to the schedule contained herein, unless the Agreement is otherwise amended or extended by written agreement of the parties as provided hereunder. SCHOOLS shall complete all services required by this Agreement in accordance with the following schedule:

By October 31, 2003	Meet with County Project Manager to review terms of Agreement;
By December 31, 2003	Advertise for bids;
By February 27, 2004	Award bid to selected contractor;
By April 5, 2004	Commence construction
No later than October 1, 2005	Complete construction
No later than November 30, 2005	Complete punch list and final construction inspection
No later than December 31, 2005	Submission to COUNTY of final Statement of all costs not previously invoiced.

This Agreement shall supersede the Previous Agreement, shall be effective upon execution by both parties and shall terminate on December 31, 2005.

The foregoing notwithstanding, any requirements set forth in Sections 6, 9, 10, 13, 14, 17, 19, and 22 hereunder, as well as the requirement to use the project solely for the purpose of providing recreational, education and health-related services to Seminole County residents in the Midway community for no less than twenty-five (25) years after the date of its Certificate of Occupancy (see Exhibit A), shall survive the term of the Agreement as a whole.

Section 5. Payments.

(a) The COUNTY shall reimburse SCHOOLS for funds paid to the contractors, subcontractors, and vendors selected by SCHOOLS to provide construction 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 MILLION THIRTEEN THOUSAND NINE HUNDRED SIXTY AND NO/100 DOLLARS (\$1,013.960.00) of HUD funds for completion of this Agreement. The COUNTY will reimburse SCHOOLS for the services rendered under this Agreement up to ONE MILLION THIRTEEN THOUSAND NINE HUNDRED SIXTY AND NO/100 DOLLARS (\$1,013.960.00). In the event that SCHOOLS does not require the full amount of ONE MILLION THIRTEEN THOUSAND NINE HUNDRED SIXTY AND NO/100 DOLLARS (\$1,013.960.00), as reflected in the bids received, including executed construction contract change orders, 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 SCHOOLS, its contractors, subcontractors or vendors until all goods and services rendered are invoiced and approved in writing by the designated Project Manager of SCHOOLS and the CD Administrator.

(d) In order to process payment requests, SCHOOLS shall submit to the COUNTY an original invoice signed by the entity requesting payment and SCHOOLS' Project Manager. Copies of receipts or other acceptable documentation demonstrating incurrence of each expense must be submitted with the invoice.

(e) Upon receipt of the documentation listed above, the COUNTY shall initiate reimbursement to SCHOOLS. 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 SCHOOLS, 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 December 31, 2005, SCHOOLS 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 SCHOOLS not properly invoiced and received by COUNTY after said date.

(g) 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.

(h) SCHOOLS shall use the funds provided under this Agreement to leverage funds and services for the completion of the services described herein. Prior to final payment by the COUNTY, SCHOOLS shall provide appropriate documentation to demonstrate that sufficient funds and or services have been leveraged.

(i) SCHOOLS shall not be reimbursed for any acquisition, purchase, donation, or receipt of any interest in real property or benefits by a real property owner of any real property. The acquisition, purchase, donation, or receipt of any interest in real property or benefits by a real property owner of any real property by SCHOOLS shall automatically terminate this Agreement.

Section 6. Compliance With Federal, State, and Local Law and Regulations. SCHOOLS shall comply with all Federal, State, and local laws and regulations in its performance of this Agreement. It is 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 A-133 ("Audits of State and Local Governments and Non-Profit Organizations").

(b) *Other Federal Program Requirements:* SCHOOLS 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, SCHOOLS 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, SCHOOLS is not exempt from performing site-specific environmental reviews in accordance with State and local regulations, nor is SCHOOLS released from any environmental

pollution that it may cause or have caused and SCHOOLS 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 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. §§ 4151-4157) 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, SCHOOLS 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". SCHOOLS 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.

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 SCHOOLS.

Section 8. Management Assistance.

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

(b) In the event that SCHOOLS does not complete any of the terms of this Agreement within the time frames allotted herein, COUNTY may provide notices to SCHOOLS on or after ninety (90) days from the expiration of the subject time frame advising SCHOOLS 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. SCHOOLS shall fully complete and provide to the CD Administrator monthly reports utilizing the "Request for Payment" form attached hereto and incorporated herein as Exhibit "C". Additionally, SCHOOLS 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. SCHOOLS shall provide the monthly reports as part of the financial reimbursement process no later than the fifteenth (15th) day of each month. Failure by SCHOOLS to submit a monthly report (Exhibit "D") shall allow the COUNTY to withhold payment on the next Request for Funds Reimbursement Report submitted by SCHOOLS until the required monthly report is submitted as

mandated herein. Further, SCHOOLS 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) SCHOOLS shall maintain all records required by Federal, State and local laws, rules and regulations for a period of no less than five 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 SCHOOLS pursuant to this Agreement;

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

(C) Force account construction including the records indicating SCHOOLS, 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) SCHOOLS 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 SCHOOLS is receiving more than FIVE

HUNDRED THOUSAND AND NO/100 DOLLARS (\$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. 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.

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

Section 12. Subcontracts. All contracts made by SCHOOLS 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 SCHOOLS 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) SCHOOLS 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 SCHOOLS or whomsoever, resulting out of SCHOOLS' fraud, defalcation, dishonesty, or failure of SCHOOLS to comply with applicable laws or regulations; any act or omission of SCHOOLS 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 SCHOOLS by registered or certified mail addressed to SCHOOLS at the address provided hereinafter. Upon receiving such notice, SCHOOLS, 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 SCHOOLS' 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. SCHOOLS 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.

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

(b) If any income is received by SCHOOLS as a direct result of the investment of any COUNTY funds awarded under this Agreement after expiration of the term of this Agreement, such income shall be used by

SCHOOLS to provide services to the clients of SCHOOLS of a nature similar to the uses set forth herein.

Section 18. Non-Expendable Property. Any non-expendable personal property acquired by SCHOOLS 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, SCHOOLS 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 SCHOOLS and acquired or improved in whole, or in part, with HUD funds in excess of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) shall be governed by 24 CFR Sections 570.505 and 570.503.

Section 20. Suspension and Termination. COUNTY may terminate this Agreement in accordance with the provisions of 24 CFR Section 84.61, for breach of the Agreement or for other legal cause. The parties may mutually terminate the Agreement in accordance with 24 CFR Section 85.44 or for other legal cause.

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 SCHOOLS 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 program;
- (c) Withhold issuance of any further funds, regardless of whether such funds have been encumbered by SCHOOLS;
- (d) Demand SCHOOLS 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 SCHOOLS' real or personal property. To create such a lien, the COUNTY shall send a letter to SCHOOLS demanding refund of any monies expended to SCHOOLS pursuant to this Agreement. Said letter shall be recorded in the public records of Seminole County and thereafter shall constitute a lien upon SCHOOLS' real and personal property.

Section 23. 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 convenience in accordance with 24 CFR Sections 85.43 and 85.44, providing for

termination for mutual convenience, or partial termination for specified reasons. The Agreement may also be terminated immediately by the COUNTY for cause.

Section 24. Certification Regarding Lobbying. SCHOOLS 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, SCHOOLS 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, SCHOOLS hereby agrees that monies received from the COUNTY pursuant to the 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 SCHOOLS:

Deputy Superintendent for Operations
Seminole County Public Schools
400 E. Lake Mary Boulevard
Sanford, Florida 32773

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

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, including specifically the Previous Agreement, 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. 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 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 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:

SEMINOLE COUNTY PUBLIC SCHOOLS

Dianne S. Kramer
DIANNE KRAMER
Deputy Superintendent

By: *William Vogel*
DR. WILLIAM VOGEL
Superintendent

Date: 1/11/05

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
_____, 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
AS/lpk
11/10/04 12/14/04
SCPS HUD CDBG Subrecipient Agreement

Attachments:

1. Exhibit "A" - General Scope of Services, including Attachment 1 (Floor Plan of Project)
2. Exhibit "B" - Project Budget
3. Exhibit "C" - Request for Payment
4. Exhibit "D" - Monthly Report
5. Exhibit "E" - End of Year Report

EXHIBIT A

SCOPE OF SERVICES

GENERALLY:

SCHOOLS shall construct a minimum 12,500 square foot building on real property located at 2251 Jitway Avenue, Sanford, Florida 32771; the legal description for which is:

THE EAST 2/5 OF THE WEST 5/8 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 (LESS THE NORTH 120 FT. THEREOF) AND ALSO THE NORTH 132 FT. OF THE WEST 1/4 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 (LESS THE WEST 50 FT. THEREOF FOR ROAD), SECTION 33, TOWNSHIP 19 SOUTH, RANGE 31 EAST, ALL OF SAID LANDS LYING SITUATE IN SEMINOLE COUNTY, FLORIDA

Parcel Identification No. 33-19-31-300-1220-0000

This building shall include adequate space and facilities for recreational activities, education activities and health services. Such services shall be offered in conjunction with the Seminole County Sheriff's Office, the Boys and Girls Club of Central Florida, the Seminole County Department of Health, Second Harvest Food Bank, Seminole Community College and B.E.T.A. (Birth, Education, Training and Acceptance, Inc.)

Said building shall be constructed in accordance with the design specifications attached hereto as Attachment 1.

Said building shall be used by SCHOOLS solely for the purpose of providing recreational, education and health-related services to Seminole County residents in the Midway community for no less than twenty-five (25) years after the date of its Certificate of Occupancy.

SPECIFIC OBLIGATIONS:

1. SCHOOLS shall prepare all documents required for bidding in accordance with legal requirements. The documents shall be submitted to the COUNTY for review and approval prior to commencement of the bidding process.
2. SCHOOLS shall advertise for bids and provide bidding contractors a specific response period in accordance with legal requirements.
3. Following the close of the bidding period, the COUNTY and SCHOOLS shall jointly review the bids received and contractor qualifications. SCHOOLS shall select, upon COUNTY approval, the contractor to be awarded the construction work. SCHOOLS shall prepare and negotiate a contract with the selected contractor and make an appropriate contract award.
4. SCHOOLS and the COUNTY shall hold a pre-construction conference with the contractor, subcontractors, private utilities representatives, city representatives and other appropriate persons for the purpose of:
 - (a) Identifying the SCHOOLS project manager;
 - (b) Identifying the contractor's and the COUNTY's project managers;
 - (c) Identifying the field monitors;
 - (d) Discussing the plans and specifications;
 - (e) Discussing construction procedures and scheduling;
 - (f) Answering any questions prior to construction; and
 - (g) Discussing Federal requirements and regulations.

5. SCHOOLS shall monitor and inspect all construction activities to ensure compliance with this Agreement.

6. SCHOOLS shall secure all necessary permits or certificates.

7. SCHOOLS project manager shall be the liaison to the COUNTY and responsible for responding to all requests by the COUNTY.

Seminole County Public Schools

Midway
Children's
"HARBOR"

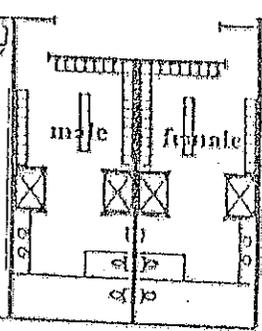
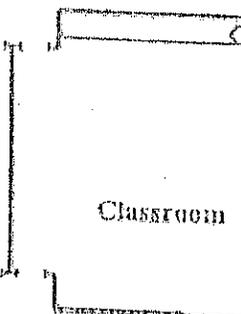
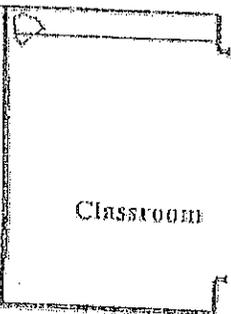
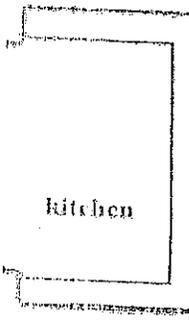
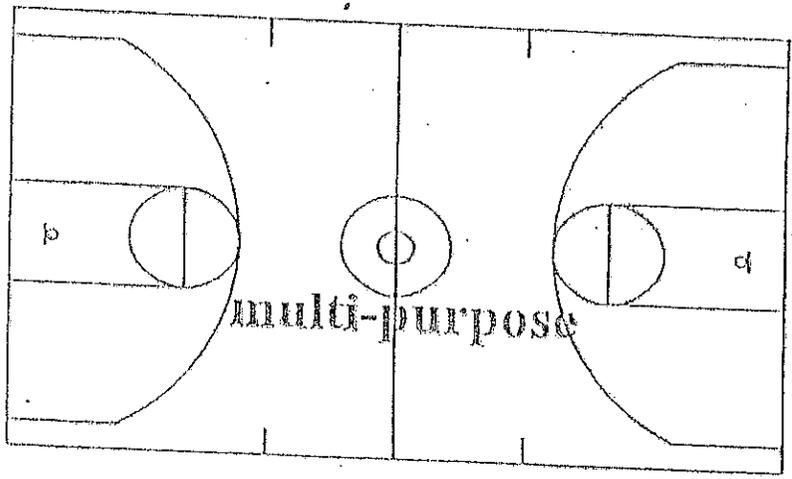
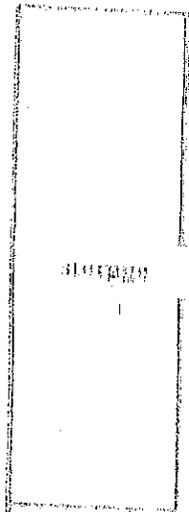
11 Feb. 03
1" = 20'

125'

100'

multi-purpose

floor plan



Starbom
Planning and Architecture
Inc.

ATTACHMENT 1

EXHIBIT B
PROJECT BUDGET

Activity	Budget
Reimbursement for construction of a 12,500 square foot community services building:	
2003-2004 Program Year CDBG funds allocated	\$506,980.00*
2004-2005 Program Year CDBG funds allocated	\$506,980.00*
Combined Total CDBG Funding Allocations	\$1,013,960.00*

* Amounts shown are up to the maximum allocations.

EXHIBIT C

REQUEST FOR PAYMENT

Subrecipient: Seminole County Public Schools

Title of Activity/Project: _____

Vendor Mailing Address: _____

Vendor Contact Person: _____

Vendor Telephone Number: _____

Payment Request No: _____

Subrecipient Agreement Amount	% of Work Completed To Date	To Date Amount Previously Billed	This Invoice Billed
\$1,013,960.00			
Total Invoices Billed			

Attach a copy of all supporting documentation for this Payment Request

Estimated Project/Activity Completion Date: _____

Subrecipient Agreement Required Completion Date: _____

Submitted By: _____ Title: _____

Signature: _____ Date: _____

**EXHIBIT D
MONTHLY REPORT**

Status Report for Month of _____

Subrecipient _____
 Mailing Address _____
 Contact Person _____
 Telephone _____

Seminole County Public Schools

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: Seminole County Public Schools

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: _____