

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: 2nd Amendment to Oviedo CDBG Interlocal Agreement

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

AUTHORIZED BY: Don Fisher *MW* **CONTACT:** Buddy Balagia *Buddy* **EXT.** 7379

Agenda Date <u>2/24/04</u>	Regular <input type="checkbox"/>	Consent <input checked="" type="checkbox"/>	Work Session <input type="checkbox"/>	Briefing <input type="checkbox"/>
	Public Hearing – 1:30 <input type="checkbox"/>	Public Hearing – 7:00 <input type="checkbox"/>		

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Second Amendment to the Interlocal Agreement with the City of Oviedo for CDBG-funded infrastructure improvements.

(District 1 – Commissioner Maloy) (Buddy Balagia, Sr. Planner)

BACKGROUND:

On October 10, 2002 the Board entered into an Agreement with the City of Oviedo to help fund Phase 3 infrastructure improvements (street paving, potable water and sanitary sewer) in the Avenue B area of the City. Completion was required by December 31, 2003, but was extended to February 28, 2004 due to delays in design.

Subsequently, GoldenRule Housing and Community Development Corporation requested that the City make changes to the project to accommodate the construction of twelve affordable housing units in the area. These changes, which have been approved by the City, provide for infrastructure improvements to an additional street. No additional funds are being requested from the County, but additional time is needed to make the improvements.

The attached Second Amendment would extend the term of the Agreement to May 31, 2004. The Oviedo City Council approved the Amendment at their February 2, 2004 meeting. Staff now requests Board execution.

Reviewed by: <i>[Signature]</i>
Co Atty: <i>[Signature]</i>
DFS:
Other: <i>CR</i>
DCM: <i>[Signature]</i>
CM: <i>[Signature]</i>
File No. <u>cpdc02</u>

SECOND AMENDMENT TO
SEMINOLE COUNTY/CITY OF OVIEDO
INTERLOCAL AGREEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
PROGRAM YEAR 2002-2003

THIS SECOND AMENDMENT entered into this ____ day of _____, 2004, and is to that certain Interlocal Agreement dated October 10, 2002, as amended, 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 OVIEDO**, a municipality incorporated under the laws of the State of Florida, whose mailing address is 400 Alexandria Boulevard, Oviedo, Florida 32765, hereinafter referred to as "OVIEDO".

WHEREAS, COUNTY and CITY have heretofore entered into that certain Seminole County/City of Oviedo Interlocal Agreement Community Development Block Grant Program, Program year 2002-2003 on October 10, 2002 (the "Agreement"); and

WHEREAS, the Agreement was amended by that certain First Amendment to said Agreement on February 2, 2004 (the "First Amendment") which extended the final date for CITY'S performance under the Agreement to February 28, 2004; and

WHEREAS, COUNTY and CITY have mutually determined that it is necessary to again amend the Agreement for the purpose of extending the time frame for CITY to perform all the required services specified in the Agreement and in Exhibit "A" thereto by virtue of the CITY'S decision to include additional street paving and public utility improvements to accommodate construction of an additional twelve (12) units of affordable housing for persons of lower income; and

WHEREAS, CITY and COUNTY have mutually determined that it is in the best interest of the citizens of both their jurisdictions to expand the scope of the project which is the subject of the Agreement and to reasonably extend the time frame to accomplish same:

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, CITY and COUNTY agree to amend the Agreement as follows:

1. Section 4 of the Agreement is hereby amended to provide for an additional three (3) months extension to the revised deadline for CITY'S performance of the required services from that provided for in the First Amendment. Accordingly, Section 4 of the Agreement shall henceforth read as follows:

Section 4. Term. The COUNTY shall reimburse OVIEDO for the services described in Exhibit "A," performed by OVIEDO up to the limits set forth in Section 5. All such services shall be performed by OVIEDO in accordance with applicable requirements of HUD with reimbursement contingent thereupon. OVIEDO shall perform all services described in Exhibit "A," on or before May 31, 2004, unless the Agreement is otherwise amended or extended by written agreement of the parties as provided hereunder. The Agreement shall be effective upon execution by both parties. Any requirements set forth in Sections 6, 13, 14, 18 and 22 hereunder shall survive the term of the Agreement as a whole."

2. Section 29 of the Agreement is hereby amended to make a conforming change to reference the Agreement, as amended, and shall henceforth read as follows:

Section 29. Entire Agreement, Effect on Prior Agreement. This Agreement, as amended by this Second Amendment, constitutes the entire agreement between the parties and supersedes the First Amendment as well as all previous discussions, understandings and agreements between the parties relating to the subject matter of the Agreement.

3. Except as expressly modified by this Second Amendment, all other terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement as revised and extended by this Second Amendment.

IN WITNESS WHEREOF, the CITY and the COUNTY hereto have executed this instrument for the purpose herein expressed.

ATTEST:

CITY OF OVIEDO, FLORIDA

BARBARA J. BARBOUR, City Clerk

By: _____
THOMAS G. WALTERS, Mayor

Date: _____

Approved as to form and
legal sufficiency.

City Attorney

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
DARYL G. MCLAIN, 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

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EXHIBIT A

GENERAL SCOPE OF SERVICES

OVIEDO shall provide for professional construction services to ensure the proper sanitary sewer, drainage, paving and associated improvements to the area identified on the attached Map (also Exhibit A).

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, may require compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. **THEREFORE, OVIEDO 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 without first seeking consultation with the COUNTY. LACK OF COMPLIANCE BY OVIEDO TO FIRST SEEK CONSULTATION WITH THE COUNTY SHALL AUTOMATICALLY TERMINATE THIS AGREEMENT.**

TASK ONE: DOCUMENTS

OVIEDO 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

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

TASK FOUR: CONTRACTOR SELECTION

OVIEDO shall select the contractor to be awarded the construction work. OVIEDO 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. OVIEDO shall facilitate, in cooperation with the COUNTY, any requirements necessary for the COUNTY to comply with Federal guidelines.

TASK FIVE: PRE-CONSTRUCTION CONFERENCE

OVIEDO and the COUNTY shall hold a pre-construction conference at OVIEDO City Hall with the contractor, subcontractors, private utilities representatives, city representatives and other appropriate persons 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

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

TASK SEVEN: PROGRESS REPORTS

OVIEDO'S project manager or his/her designee shall provide monthly written progress reports to the COUNTY by the fifteenth (15th) day of every month. If Monthly Reports are not submitted to COUNTY as required, this shall be cause for the COUNTY to deny and withhold payment until the submission of Monthly Reports are brought to a current status.

TASK EIGHT: PROJECT SUMMARY

OVIEDO shall prepare a written summary for the COUNTY, to complete documentation of the project.

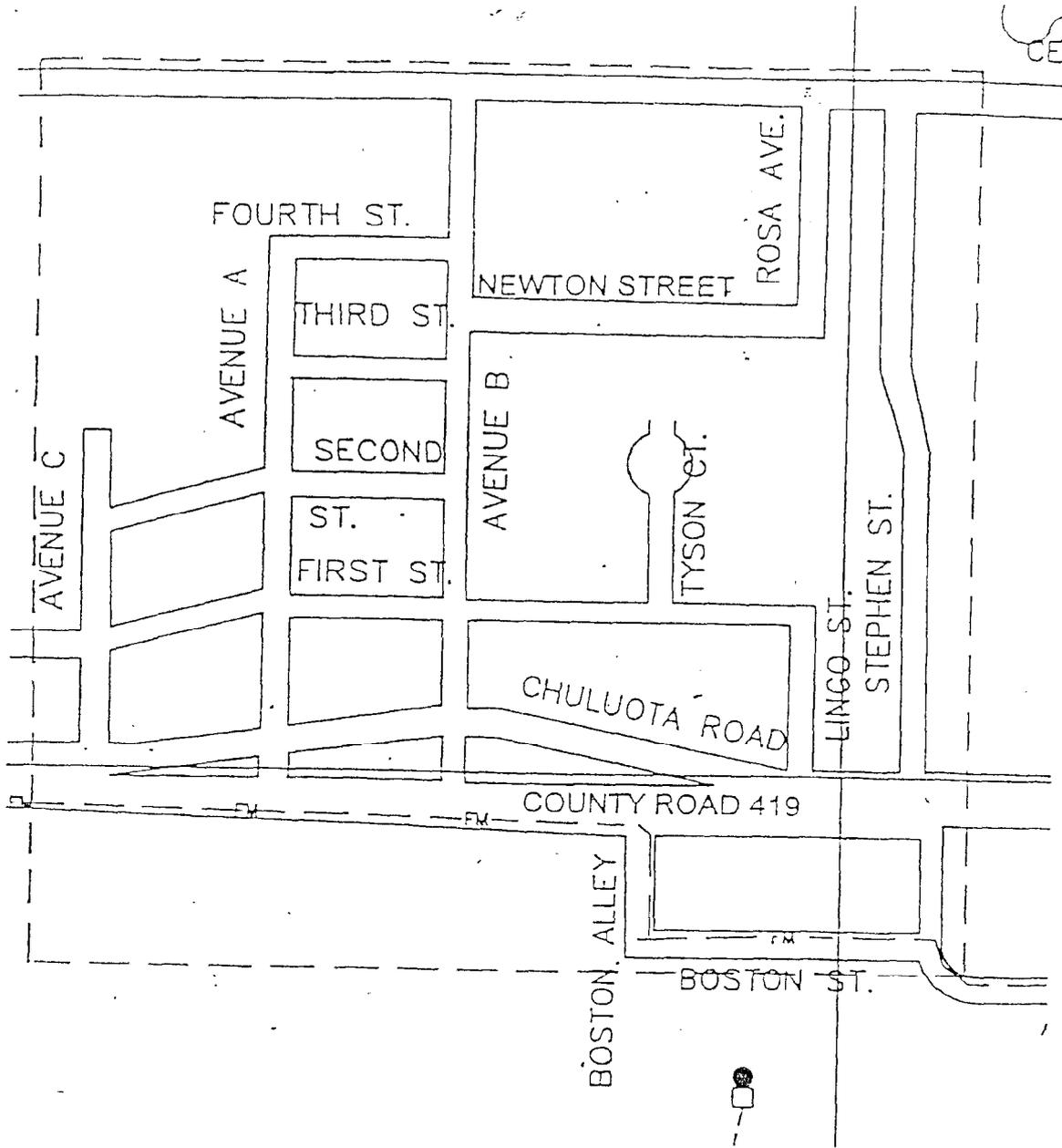


FIGURE 1-2

Conklin, Porter and Holmes

cph

ENGINEERS, INC.
 500 W. FULTON STREET
 POST OFFICE BOX 2808
 SANFORD, FL 32772-2808

CITY OF OVIEDO
 STUDY AREA