

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Approve an Amendment to the 2000-2005 Consolidated Plan and Approve and Execute the First Amendment to the Seminole County/Kids House of Seminole, Inc. Subrecipient Agreement

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

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

Agenda Date 07/26/2005 **Regular** **Consent** **Work Session** **Briefing**
Public Hearing – 1:30 **Public Hearing – 7:00**

MOTION/RECOMMENDATION:

Approve an Amendment to the 2000-2005 Consolidated Plan, and approve, and authorize the Chairman to execute the First Amendment to the Seminole County/Kids House of Seminole, Inc. Subrecipient Agreement to award Kids House an additional \$300,000 and extend the term of the Agreement to December 31, 2005.

(District 5-Carey)



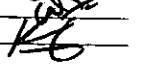

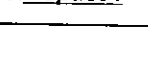
BACKGROUND:

On September 10, 2002, the Board of County Commissioners (Board) approved \$405,000 in Community Development Block Grant (CDBG) funds to Kids House of Seminole, Inc. (Kids House) for construction of a new building to improve services to children who are victims of sexual or physical abuse.

Since that time the project scope has increased to an 11,000 square foot facility which includes added space for County and State agencies who work in cooperation with Safe House. Project costs have increased from 1.1 million to 1.98 million for construction with additional leveraging being raised to 2.5 million overall to include a maintenance/operation fund. An additional \$300,000 of CDBG funds will permit Kids House to use more of its building campaign funds to furnish the new facility with needed equipment and will maintain a leverage proportioned to the original request of 25% leverage.

Staff recommends that the Board approve an Amendment to the 2000-2005 Consolidated Plan, and approve, and authorize the Chairman to execute the First Amendment to the Seminole County/Kids House of Seminole, Inc. Subrecipient Agreement to award Kids House an additional \$300,000 and extend the term of the Agreement to December 31, 2005.

Attachment: First Amendment to the Seminole County/Kids House of Seminole, Inc. Subrecipient Agreement

Reviewed by:	
Co Atty:	
DFS:	
Other:	
DCM:	
CM:	
File No. <u>-cpdc01</u>	

**FIRST AMENDMENT TO
SEMINOLE COUNTY/KIDS HOUSE OF SEMINOLE, INC.
SUBRECIPIENT AGREEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
PROGRAM YEAR 2003-2004**

THIS FIRST AMENDMENT, entered into this _____ day of _____, 2005, 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 **KIDS HOUSE OF SEMINOLE, INC.**, a Florida non profit corporation, whose mailing address is 5467 North County Road 427, Sanford, Florida 32773, hereinafter referred to as "KIDS".

WHEREAS, the parties hereto previously entered into that certain HUD/CDBG Subrecipient Agreement Program Year 2003-2004 (the "Agreement") for the purpose of financing the construction of a ten thousand (10,000) square foot building or buildings to be used to provide assistance and counseling services to children who are victims of physical or sexual abuse in the COUNTY; and

WHEREAS, COUNTY now has an additional THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) of CDBG funds available to contribute to the Project from its 2003-2004 Program Year funds in addition to the FOUR HUNDRED FIVE THOUSAND AND NO/100 DOLLARS (\$405,000.00) already committed under the Agreement; and

WHEREAS, KIDS needs to extend the deadline for completion of construction, and as a result thereof, the term of the Agreement; and

WHEREAS, COUNTY and KIDS find that this First Amendment encompasses necessary changes that serve a genuine public purpose and fulfill a need in the community for the benefit of those persons served

by KIDS;

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 to amend the Agreement as follows:

Section 1. Recitals. The above recitals are true, have been relied upon by the parties and form a material part of this First Amendment and of the Agreement, as hereby amended.

Section 2. Section 2 of the Agreement is hereby amended to add the definitions of "Project", "Restricted Use Period", and "Restricted Purposes" and shall henceforth read as follows:

"Section 2. Definitions.

(a) "CD Administrator" means the Community Resources Division Manager or their designee.

(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 and Development Director, Community Resources Division Manager, 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 Agreement.

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

(g) "Project" shall mean the construction by KIDS of one or two building(s) up to a total of 10,000 square feet on land owned by COUNTY per the requirements of Section 5 of the Agreement and Revised Exhibits "A-1" and "B-1" to this First Amendment.

(h) "Restricted Purposes" shall mean the limitations on use of the completed Project for only the provision of assistance and counseling services to children who are victims of physical or sexual abuse who are of presumptively Low and Moderate Income under HUD regulations and policies."

(i) "Restricted Use Period" shall mean that period of time for which the completed Project shall only be used for the provision of assistance and counseling services to children who are victims of physical or sexual abuse. For purposes of this Agreement, the Restricted Use Period shall be for a term of at least twenty five (25) years and shall end on May 1, 2031, coinciding with the expiration of the ground lease between KIDS and COUNTY for the site on which the Project is built.

Section 3. Section 3 of the Agreement us hereby amended to read as follows:

"Section 3. Statement of Work. KIDS, in a manner reasonably satisfactory to the COUNTY, shall fully perform and timely complete all Project services described or referred to in Exhibit A-1, "Revised General Scope of Services", attached ~~hereto~~ to the First Amendment to

the Agreement 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 KIDS."

Section 4. Section 4 of the Agreement shall be amended to extend the deadline for completion of the Project and the term of the Agreement and shall henceforth read as follows:

"Section 4. Term. This Agreement shall be effective on the date of execution by the last party to execute and shall remain in effect for the duration of the Restricted Use Period. KIDS shall complete all services as described in Exhibit A-1 on or before ~~June 30, 2005~~ December 31, 2005. ~~Notwithstanding the foregoing, the affordability requirements of this Agreement shall be in effect until May 1, 2031.~~"

Section 5. Sections 5(a), 5(b) and 5(f) of the Agreement shall be amended to reflect the increased funding and final reporting dates for invoiced Project costs and shall henceforth read as follows:

"(a) The COUNTY shall make payments directly to the contractors, subcontractors and vendors selected by KIDS for items budgeted in the "Revised Project Budget", attached ~~hereto~~ and incorporated herein by reference as Exhibit B-1."

"(b) In no event shall the total payments made by the COUNTY under this Agreement exceed ~~FOUR HUNDRED FIVE THOUSAND AND NO/100 DOLLARS (\$405,000.00)~~ SEVEN HUNDRED FIVE THOUSAND AND NO/100 DOLLARS (\$705,000.00)."

"(f) On or before ~~July 31, 2005~~ December 31, 2005, KIDS shall render a final and complete statement to the COUNTY of all costs and charges for services not previously invoiced. The COUNTY shall not be

obligated to pay any charges, claims or demands of KIDS not received by ~~July 31, 2005~~ December 31, 2005."

Section 6. Section 6 of the Agreement entitled "Compliance with Federal Regulations" is hereby deleted in its entirety and replaced with a new Section 6 entitled "Compliance with Federal, State and Local Laws, Regulations and Administrative Requirements" which shall henceforth read as follows:

"Section 6. Compliance With Federal, State and Local Laws, Regulations and Administrative Requirements. KIDS shall comply with the following provisions of Federal, State and local laws and regulations:

Part I. Uniform Administrative Requirements:

(a) OMB Circular No. A-122 "Cost Principles for Non-Profit Organizations.

(b) Because KIDS is receiving more than \$500,000.00 in HUD CDBG funds through the COUNTY pursuant to the Agreement, KIDS shall undertake annual auditing procedures in compliance with Federal Office of Management and Budget Circular A-133, which audit shall be provided to the CD Administrator in a timely manner.

(c) 24 CFR 84 - "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations" specifically the following sections:

(1) 24 CFR 84.2 - "Definitions".

(2) 24 CFR 84.5 - "Subawards".

(3) 24 CFR 84.13, 84.14, and 84.16 - "Debarment and Suspension; Drug Free Work Place" "Special Awards Conditions" and "Resource Conservation and Recovery Act".

(4) 24 CFR 84.21 - "Standards for Financial Management Systems".

(5) 24 CFR 84.22 - "Payment".

(6) 24 CFR 84.26-84.28 - "Non-Federal Audits", "Allowable Costs" and "Period of Availability of Funds".

(7) 24 CFR 84.30 - "Purpose of Property Standards".

(8) 24 CFR 84.31 - "Insurance Coverage".

(9) 24 CFR 84.34-84.37 - "Equipment", "Supplies and Other Expendable Property", "Intangible Property" and "Property Trust Relationship".

(10) 24 CFR 84.40-84.48 - "Purpose of Procurement Standards", "Recipient Responsibilities", "Codes of Conduct", "Competition", "Procurement Procedures", "Cost and Price Analysis", "Procurement Records", "Contract Administration" and "Contract Provisions".

(11) 24 CFR 84.51 - "Monitoring and Reporting Program Performance".

(12) 24 CFR 84.60-84.62 - "Purpose of Termination and Enforcement", "Termination", and "Enforcement".

(13) 24 CFR 84.72 - "Subsequent Adjustments and Continuing Responsibilities".

(14) 24 CFR 84.73 - "Collection of Amounts Due".

Part II. Compliance with 24 CFR Part 570 (CDBG Programs)

(a) KIDS shall comply with all Federal laws and regulations of 24 CFR Part 570, Subparts J and K except that KIDS shall not assume COUNTY responsibilities for environmental review under 24 CFR 570.604.

(b) The specific portions of 24 CFR 570 that KIDS shall be responsible for compliance shall include the following:

(1) 24 CFR 570.502 Applicability of uniform administration requirements.

(2) 24 CFR 570.503 Agreements with subrecipients.

(3) 24 CFR 570.504 Program income.

(4) 24 CFR 570.505 Use of real property.

(5) 24 CFR 570.506 Records to be maintained.

(6) 24 CFR 570.507 Reports.

(7) 24 CFR 570.508 Public access to program records.

(8) 24 CFR 570.601 - Requiring 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").

(9) 24 CFR 570.602 - Prohibiting discrimination on the basis of race, sex or age for activities under the program.

(10) 24 CFR 570.603 - Requiring 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").

(11) 24 CFR 570.605 - Governing 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.

(12) 24 CFR 570.606 - Requiring that grant recipients and subrecipients to adopt and utilize policies best assuring 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.

(13) 24 CFR 570.607 - Applying 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.

(14) 24 CFR 570.608 - Applying 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.

(15) 24 CFR 570.609 - Prohibiting the use of debarred, suspended or ineligible contractors or other subrecipients on grant funded projects.

(16) 24 CFR 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.

(17) 24 CFR 570.612 - Requires adherence to any State imposed standards of intergovernmental review for those infrastructure improvements involving water, sewer and storm water facilities.

(18) 24 CFR 570.613 - Restrictions on eligibility for employment and financial assistance benefits for certain resident, newly legalized aliens.

(19) 24 CFR 570.614 - Requiring 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).

Section 7. Section 7 of the Agreement is hereby deleted in its entirety and superseded and replaced by an all new Section 7 restating and clarifying those provisions of State and local law that must also be complied with by subrecipients. Accordingly, the new Section 7 shall read as follows:

"Section 7. Compliance with Local and State Laws.

During the execution and implementation of this Agreement, KIDS shall comply with all applicable State and local laws, regulations, and ordinances, including but not limited to the following:

(a) Chapter 112, Florida Statutes - "Public Officers and Employees: General Provisions", including particularly, part III thereof pertaining to ethics in government.

(b) 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 8. Section 10(g) of the Agreement pertaining to KIDS required submission of annual reports as to clientele served is hereby amended to read as follows:

"(g) KIDS shall, during the term of this Agreement, annually submit to the COUNTY an "End of ~~Project~~ Year Report," attached hereto and incorporated herein as Exhibit D.

Section 9. Exhibit "A" to the Agreement is hereby superseded and replaced by Exhibit A-1 "Revised General Scope of Services" attached to this First Amendment.

Section 10. Exhibit "B" to the Agreement is hereby superseded and replaced by Exhibit B-1 "Revised Project Budget" attached to this First Amendment.

Section 11. Exhibit "C" to the Agreement is hereby superseded and replaced by Exhibit C-1 "Revised Subrecipient Monthly Report" attached to this First Amendment.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed on the date hereinabove first written.

ATTEST:

KIDS HOUSE OF SEMINOLE, INC.

DENNIS BOWMAN, Secretary

By: _____
NANCY CRAWFORD, Executive Director

Date: _____

STATE OF _____)

COUNTY OF _____)

I HEREBY CERTIFY that, on this ___ day of _____, 20__, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared NANCY CRAWFORD, as Executive Director and DENNIS BOWMAN, as Secretary, of Kids House of Seminole, Inc., a not-for-profit corporation organized under the laws of the State of Florida, who are personally known to me or who have produced _____, and _____, respectively as identification. They have acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

Print Name _____
Notary Public in and for the County
and State Aforementioned

My commission expires:

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.

Approved as to form and
legal sufficiency.

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

County Attorney

Attachments:

1. Exhibit A-1: Revised General Scope of Services
2. Exhibit B-1: Revised Project Budget
3. Exhibit C-1: Revised Subrecipient Monthly Report
4. Exhibit D-1: Revised End of Year Report

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EXHIBIT A-1

REVISED GENERAL SCOPE OF SERVICES

All capitalized words and terms herein shall have the same meanings ascribed to them in the Agreement and the First Amendment to the Agreement.

KIDS shall provide for professional construction services for the construction of ~~a 5,000~~ up to a 10,000 square foot building or pair of buildings in Sanford, Florida. The building(s) shall be constructed in Sanford on property under lease from the Seminole County Board of County Commissioners.

As proposed by KIDS in KIDS request for CDBG funding, the construction of the new ~~5,000 square foot~~ building(s) shall be used to further develop KIDS program of assisting children traumatized by sexual assault and physical abuse.

In conformance with the requirements of Section 4 of ~~this~~ the Agreement, KIDS shall only use the new ~~5,000 square foot~~ building(s) ~~for its intended use~~ the Restricted Purposes for a period that coincides with the term of the ~~thirty (30) year~~ ground lease with the Seminole County Board of County Commissioners for the site on which the Project is located and which expires on May 1, 2031.

TASK ONE: DOCUMENTS AND BID PROCESS

KIDS shall have construction drawings prepared for review and approval by the appropriate reviewing authority (authorities) for the COUNTY and the COUNTY Community Development Office Construction Specialist.

KIDS shall apply for and submit copies of all required building permits to the County Community Development Office.

KIDS 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.

KIDS shall adhere to the requirements of 24 CFR Part 84.44 and OMB Circular A-110 SUBPART C .40-.48 both of which define "Procurement" and the standards which are to be followed in order to ensure compliance with federal regulations as they apply to procurement standards. ~~(24 CFR Part 84 and OMB Circular A 110 are attached to this Agreement as Attachments 1 and 2 respectively)~~

TASK TWO: BID RESPONSE REVIEW

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

TASK THREE: CONTRACTOR SELECTION

KIDS shall select, with the COUNTY acting in an advisory capacity, the contractor to be awarded the construction work. KIDS shall prepare and negotiate the contract with the contractor and monitor the performance to meet certain requirements, such as, but not limited to, appropriate contractor licensing, proper

insurance coverage, certificates and permits. KIDS shall facilitate, in cooperation with the COUNTY, any requirements necessary for the COUNTY to comply with Federal guidelines.

TASK FOUR: PRE-CONSTRUCTION CONFERENCE

KIDS and the COUNTY shall hold a joint pre-construction conference at the KIDS office with the contractor, subcontractors, utility company representatives (if applicable) and other construction involved entities for the purpose of:

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

TASK FIVE: PROJECT MONITORING & PROGRESS REPORTS

KIDS shall provide a Project manager to monitor the activities. The Project manager shall be responsible for responding to all requests by the COUNTY. The project manager for KIDS or designee shall in accordance with Section ~~14~~ 10 of this Agreement provide monthly written progress reports to the COUNTY by the fifteenth (15th) day of every month.

TASK SIX: PAYMENT

KIDS shall request payment from the COUNTY in accordance with the provisions of Section ~~6~~ 5 "Payments" of this Agreement which allows direct payment to contractors, subcontractors and vendor(s).

EXHIBIT B-1

REVISED PROJECT BUDGET

KIDS HOUSE OF SEMINOLE, INC.

Activity	Budget
<p>Construction of <u>up to a 5,000</u> <u>10,000 square foot building or</u> <u>pair of buildings</u> in Sanford, Florida. The building shall be used to further develop KIDS program of assisting children traumatized by sexual assault and physical abuse. Service shall be provided on a county- wide basis.</p> <p>Direct payment shall be made to contractors, subcontractors and vendors.</p> <p style="text-align: right;">CDBG 2001-2002 <u>2003-2004</u></p>	<p></p> <p style="text-align: right;">\$405,000.00 <u>\$705,000.00</u></p>

EXHIBIT C-1

REVISED SUBRECIPIENT MONTHLY REPORT

Status Report for Month of _____

SUBRECIPIENT: Kids House of Seminole, Inc.
 Contact Person: _____
 Telephone: _____

I. NARRATIVE DESCRIPTION OF ACTIVITY STATUS/MILESTONES:

III. BUDGET STATUS

ACTIVITY	BUDGET	EXPENSES PAID THIS MONTH	TOTAL EXPENSES PAID TO DATE	OUTSTANDING OBLIGATIONS	BUDGET BALANCE	Expected Completion Date
Construction/Rehabilitation	\$405,000					
	<u>\$705,000</u>					
TOTAL	\$405,000					
	<u>\$705,000</u>					

Any other special accomplishments:

Signed: _____