

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Rehabilitation Subrecipient Agreement with Kid's House of Seminole, Inc.

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

*RH for PS*

**AUTHORIZED BY:** Phillip C. Stalvey, Dir. **CONTACT:** David Medley, Mgr. **EXT.** 3363

<b>Agenda Date</b> <u>8/08/06</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 the attached Subrecipient Agreement with Kid's House of Seminole, Inc. ("Kid's House") to provide Community Development Block Grant (CDBG) funding to rehabilitate a building for use in providing assistance and counseling to abused children.

**(District 5 – Comm. Brenda Carey)**

**BACKGROUND:**

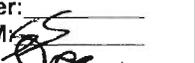
On August 7, 2003 the Board of County Commissioners ("Board") entered into a Subrecipient Agreement with Kid's House to construct a new facility to assist in providing counseling and related assistance to physically and/or sexually abused children. The facility was completed in December 2005, and is currently in use.

Kid's House has requested additional funding in the amount of \$80,000 in CDBG funds to rehabilitate the older (pre-existing) building. Attached is a Subrecipient Agreement to provide that funding to make the necessary improvements.

**STAFF RECOMMENDATION**

Staff recommends that the Board approve and authorize the Chairman to execute the attached Agreement to provide funding to renovate the older building at Kid's House.

Attachment: Subrecipient Agreement with Kid's House.

<b>Reviewed by:</b> 
<b>Co Atty:</b> 
<b>DFS:</b> _____
<b>Other:</b> _____
<b>DCM:</b> 
<b>CM:</b> 
<b>File No. ccscacd04</b>

**SEMINOLE COUNTY/KIDS HOUSE OF SEMINOLE, INC.  
HUD/CDBG SUBRECIPIENT AGREEMENT  
PROGRAM YEAR 2001-2002**

**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 **KIDS HOUSE OF SEMINOLE, INC.**, a Florida non profit corporation, whose address is 5467 N. C.R. 427, Sanford, Florida 32773, hereinafter referred to as "KIDS".

**WHEREAS**, COUNTY successfully made application and has 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**, KIDS shall provide professional construction services for the rehabilitation of one (1) building in Sanford, Florida to be used to provide assistance and counseling services to children who are victims of physical or sexual abuse; and

**WHEREAS**, COUNTY has determined that such services constitute a needed public purpose; and

**WHEREAS**, the COUNTY has allocated EIGHTY THOUSAND AND NO/100 DOLLARS (\$80,000.00) of HUD/CDBG funds for KIDS' shelter renovation from remaining 2001-2002 Program Year funding,

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable

consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**Section 1. Recitals.** The above recitals are true and form a material part of the Agreement upon which the parties have relied.

**Section 2. Definitions.**

(a) "CD Administrator" means the Seminole County Community Assistance Division Manager.

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

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

(d) "County Approval" means written approval by the CD Administrator or his 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) "Project" shall mean the renovation/rehabilitation by KIDS of the 1,778 square feet original structure situated on COUNTY owned real property located at 5467 Ronald Reagan Boulevard, Sanford, Florida 32771. The rehabilitated structure will be used by KIDS as an administrative and counseling center to assist juvenile victims of traumatic physical and sexual abuse. The Project shall include the development of plans, specifications, preparation and approval of bids and contractor selection and construction monitoring in cooperation with and subject to approval by COUNTY, all as more fully set forth in Exhibit A, General Scope of Services, attached to this Agreement and incorporated herein by reference.

**Section 3. Statement of Work.**

(a) KIDS, in a manner satisfactory to the COUNTY, shall fully perform the Project as described or referred to in Exhibit A. Such services shall be performed, except as otherwise specifically stated herein, by persons or instrumentalities solely under the dominion and control of KIDS.

(b) The parties recognize and agree that the purpose of this Agreement is to provide HUD/CDBG funding through COUNTY for direct payment to vendors, contractors, and subcontractors on behalf of KIDS for the Project pursuant to the terms of Section 5 of this Agreement. The parties further recognize that 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. All hours charged by staff, vendors, contractors, and subcontractors and direct expenses shall be specifically and directly related to KIDS' implementation of the CDBG activity funded under this Agreement and for no other purpose.

**Section 4. Term.** KIDS shall perform and complete the Project services described in Exhibit A by no later than December 31, 2007, unless the Agreement is otherwise amended or extended by written agreement of the parties as provided hereunder. This Agreement shall remain in full force and effect from the date of execution through December 31, 2032, during which time the facilities comprising the Project shall only be used for the provision of traumatic abuse

counseling of children in Seminole County and administrative functions related thereto. Failure to use the Project for said purposes shall be a breach of this Agreement.

**Section 5. Payments.**

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

(b) The COUNTY has allocated EIGHTY THOUSAND AND NO/100 DOLLARS (\$80,000.00) of HUD funds for completion of this Agreement. The COUNTY will directly pay for the services rendered under this Agreement up to EIGHTY THOUSAND AND NO/100 DOLLARS (\$80,000.00). In the event that the Project does not require the full amount of EIGHTY THOUSAND AND NO/100 DOLLARS (\$80,000.00), 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 pay KIDS or its contractors, subcontractors or vendors until all goods and services rendered are properly invoiced and approved in writing by KIDS and the CD Administrator.

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

submitted with the invoice and accompanied by a "Request For Payment" in the form attached as Exhibit C to this Agreement.

(e) Upon receipt of the documentation listed above, the COUNTY shall initiate direct payment to the appropriate vendor. 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 KIDS, 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 January 15, 2008, KIDS 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 KIDS not properly invoiced, received by and provided to the COUNTY by said date.

(g) Any goods, capital equipment, or services not identified herein or in Exhibit A, not allotted in the Project Budget, or not undertaken in compliance with this Agreement, will only be paid by the COUNTY if the CD Administrator has issued prior written approval of such goods, capital equipment, or services.

(h) KIDS shall not be funded for any acquisition, purchase, donation, or receipt of any interest in real property or benefits derived from an owner of any real property unless KIDS has first received written authorization from the CD Administrator. Any such activities utilizing funds derived under this Agreement without COUNTY

approval is strictly prohibited and may result in termination of this Agreement. Additionally, any such activity undertaken by KIDS and persons under its control shall fully comply with the Uniform Administrative Requirements and other federal and state laws and regulations specified in Section 6 of this Agreement.

**Section 6. Compliance With Federal, State, and Local Law and Regulations.** KIDS shall comply with all Federal, State, and local laws and regulations in its performance of this Agreement. It is further understood that the following are laws and regulations which will directly govern implementation of this Agreement:

**(a) Uniform Administrative Requirements:** 24 CFR, section 570.610 imposing uniform administrative requirements and cost principles on recipients and subrecipients, including particularly as contained in 24 CFR Parts 84 and 85; 24 CFR, section 570.502; United States Office of Management and Budget ("OMB") Circulars A-87 ("Cost Principles For State, Local and Indian Tribal Governments"), A-102 ("Grants and Cooperative Agreements With state and Local Governments") and A-133 ("Audits of State and Local Governments and Non- Profit Organizations") if the total amount of Federal funding from all sources as applied to the Project exceeds FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00).

**(b) Other Federal Program Requirements:** KIDS 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, KIDS 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, KIDS is not exempt from performing site-specific environmental reviews in accordance with State and local regulations, nor is KIDS released from any environmental pollution that it may cause or have caused and KIDS 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, KIDS 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". KIDS shall not engage in any actions under this Agreement that would create a conflict of interest for itself or involving any of its employees.

(2) Chapter 119, Florida Statutes - Public Records.

(3) Section 220.115, Seminole County Code, prohibiting the illegal use of public monies for unethical purposes involving COUNTY personnel. Violations of said Code provision shall be grounds for unilateral termination of this Agreement by the COUNTY.

(4) KIDS shall comply with the Local Relocation and Anti-displacement Policy (the "Policy"), as adopted by the COUNTY. Should KIDS' performance during this Agreement necessitate, as determined by applicable Federal regulations, compliance with the Uniform Relocation Assistance and Real Property act (the "Act"), KIDS shall immediately notify the COUNTY accordingly. Upon such notification, COUNTY shall implement and administer the Policy and the Act pursuant to this Agreement. The parties agree that, should the aforementioned occur, COUNTY shall use funds budgeted in Exhibit B to pay for relocation and displacement costs required hereunder.

**Section 7. Project Publicity.** Any news release, project sign, or other type of publicity pertaining to the Project described herein shall recognize the Seminole County Board of County Commissioners as the recipient of CDBG funding by HUD and providing funds to KIDS.

**Section 8. Management Assistance.**

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

(b) In the event that KIDS does not complete any of the terms of this Agreement within the time frames allotted herein, COUNTY may provide notices to KIDS on or after ninety (90) days from the expiration of the subject time frame advising KIDS 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.** KIDS shall fully complete and provide to the CD Administrator a monthly report, attached hereto and incorporated herein as Exhibit D, summarizing the Project construction progress, summaries and all bid information and status. KIDS 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 KIDS to submit a monthly report (Exhibit D) shall allow the COUNTY to withhold payment on the next Request For Payment submitted by KIDS until the required monthly report is submitted as mandated herein. Further, KIDS shall fully complete and provide to the CD Administrator, in a timely manner, an "End of Project Report," attached hereto and incorporated herein as Exhibit E. The COUNTY shall have access to and be

provided copies and transcripts of any records necessary in the sole determination of the COUNTY or HUD to accomplish this obligation.

**Section 10. Maintenance of Records.**

(a) KIDS 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 or such longer period as may be required by Federal or State law. This requirement shall include:

(1) All accounts, property and personnel records, as deemed necessary by the COUNTY to ensure proper accounting of all project funds and compliance with this Agreement.

(2) Financial records regarding the following:

(A) Invoices, receipts and cancelled checks of all items purchased by KIDS pursuant to this Agreement;

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

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

(D) All capital expenditures in excess of SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$750.00), including a description, model, serial number, and date and cost of acquisition.

(b) KIDS 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. If KIDS ultimately receives more than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) from all Federal sources pursuant to the Project and/or 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.

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

**Section 12. Subcontracts.** All contracts made by KIDS 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 KIDS 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) KIDS 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 KIDS or whomsoever, resulting out of KIDS' fraud, defalcation, dishonesty, or failure of KIDS to comply with applicable laws or regulations; any act or omission of KIDS 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 KIDS by registered or certified mail addressed to KIDS at the address provided hereinafter. Upon receiving such notice, KIDS, 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 KIDS' 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.** KIDS 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 program income is received by KIDS as a direct result of the investment of any COUNTY funds awarded under this Agreement during the term of the Agreement, KIDS shall immediately render such program income to the COUNTY for proper accounting in the CDBG fund.

(b) If any program income (returned funds) is received by KIDS after expiration of the Agreement or at the end of the year when all remaining items have been budgeted, the program income shall be used by KIDS to provide services to the clients of KIDS.

**Section 18. Non-Expendable Property.** Any non-expendable personal property acquired by KIDS 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, KIDS 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 KIDS and acquired or improved in whole, or in part, after receiving the express approval of the COUNTY, with HUD funds in excess of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) shall be governed by 24 CFR Sections 570.503(7) and 24 CFR 85.31. If such property is sold to another party, the provisions of 24 CFR 570.504(4) and (5) and 24 CFR 570.505(c) shall also apply with respect to income derived therefrom.

**Section 20. Suspension and Termination.** The COUNTY may immediately suspend or terminate this Agreement subject to notice thereof for reasons of enforcement or convenience in accordance with 24 CFR Sections 85.43 and 85.44, or for cause by the COUNTY.

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

- (a) Immediately terminate the Agreement;

(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 KIDS;

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

(h) Initiation of legal or equitable cause of action in a court of competent jurisdiction to enforce this Agreement, recovery of appropriate damages to include attorney's fees or to seek injunctive or other equitable remedy.

**Section 23. Certification Regarding Lobbying.** KIDS 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, KIDS shall complete and submit a "Disclosure of Lobbying Activities" (standard form SF-LLL) or its equivalent as approved by the United States Office of Management and Budget.

**Section 24. Notice.** Whenever either party desires to give notice unto the other, notice may be sent to:

**For COUNTY:**

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

**For KIDS:**

Executive Director  
Kids House of Seminole, Inc.  
5467 N. C.R. 427  
Sanford, Florida 32773

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

**Section 25. Entire Agreement, Effect on Prior Agreement.** This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings and agreements, if

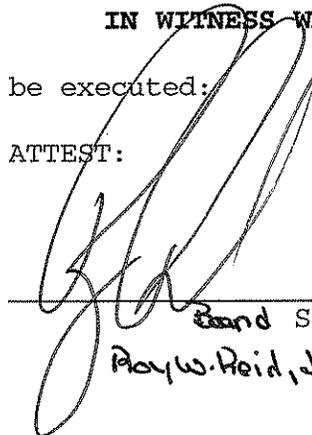
any, between the parties relating to the subject matter of this Agreement.

**Section 26. Amendment.** This Agreement may be amended from time to time by mutual agreement of the parties by adoption and execution of a written instrument of equal dignity herewith. The foregoing notwithstanding, a change in the parties designated for Notice pursuant to Section 24 hereof may be made by written notice sent via U.S. Mail to the other party and without the need for formal amendment to this Agreement.

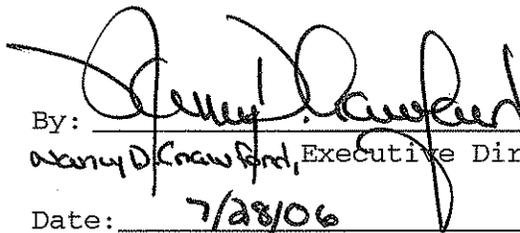
**Section 27. Severability.** If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of the Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of the Agreement.

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

ATTEST:

  
\_\_\_\_\_  
Treasurer  
Roy W. Reid, Jr.

KIDS HOUSE OF SEMINOLE, INC.

  
By: \_\_\_\_\_  
Nancy D. Crawford, Executive Director  
Date: 7/28/06

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

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

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

For the use and reliance  
of Seminole County only.

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

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney  
AWS/lpk  
7/26/06  
Kids House 01-02

Attachments:

- Exhibit A - Project Scope of Services
- Exhibit B - Project Budget
- Exhibit C - Request for Payment
- Exhibit D - Monthly Report
- Exhibit E - End of Project Report

**EXHIBIT A**  
**PROJECT SCOPE OF SERVICES**

**A. GENERAL DESCRIPTION:**

All capitalized words and terms used herein shall have the same meaning ascribed to them in the attached Agreement.

KIDS shall renovate/rehabilitate the 1,778 square foot original building situated on the COUNTY owned real property located at 5467 Ronald Regan Boulevard, Sanford, Florida 32771 (parcel identification no.: 23-20-30-300-0080-0000) (the "Project"). The rehabilitated structure will be used by KIDS as an administrative and counseling center to assist juvenile victims of traumatic physical and sexual abuse. The Project shall include the development of plans, specifications, preparation and approval of bids and contractor selection and construction monitoring in cooperation with and subject to approval by COUNTY, all as more fully set forth below and in the attached Agreement. The Project shall not be used for any other purpose prior to December 31, 2032.

**B. TASK ONE: DOCUMENTS AND BID PROCESS**

KIDS shall have construction drawings and a detailed work write-up prepared for review and approval by the appropriate reviewing authorities for the COUNTY.

KIDS shall secure all required building permits and shall submit copies of these permits to the COUNTY's Community Assistance Division.

KIDS shall prepare all documents required for bidding. The documents shall be submitted to the COUNTY for review and approval prior to bidding. The COUNTY shall review the documents and shall 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.

**C. 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.

**D. TASK THREE: CONTRACTOR SELECTION**

KIDS shall select, with the COUNTY acting in an advisory capacity, the contractor to be awarded the rehabilitation 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.

**E. TASK FOUR: PRE-CONSTRUCTION CONFERENCE**

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

1. Identifying the Project managers;
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.)

**F. 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 shall, in accordance with Section 9 of the Agreement, provide monthly written progress reports to the COUNTY. Said reports shall include an itemization of costs incurred and construction completed. KIDS shall also supply the COUNTY with an End of Project Report in accordance with Section 9 of the Agreement.

EXHIBIT B

PROJECT BUDGET

RESCUE OUTREACH KIDS OF SANFORD, INC.

CDBG 2005-2006

Activity	Budget
<p>Rehabilitation of administrative and counseling center offices located at 5467 Ronald Regan Boulevard, Sanford, Florida 32771. The building shall be used to further develop KIDS program of counseling and assistance to children traumatized by sexual assault and physical abuse. Services shall be provided on a County wide basis.</p> <p>Direct payment shall be made to contractors, subcontractors and vendors by the COUNTY.</p> <p>CDBG 2001-2002</p>	<p>\$80,000.00</p>

**EXHIBIT C**

**REQUEST FOR PAYMENT**

**CDBG 2001-2002**

Subrecipient: **Kids House of Seminole, Inc.**

Name of Activity: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Payment Request No: \_\_\_\_\_

Vendor for whom payment is requested: \_\_\_\_\_

Vendor Telephone Number: \_\_\_\_\_

Description of goods or services rendered: \_\_\_\_\_

<b>Subrecipient Agreement Amount</b>	<b>% of Work Completed to Date</b>	<b>To Date Amount Previously Billed</b>	<b>This Invoice Billed</b>
<b>\$80,000.00</b>			

**Attach a copy of all supporting documentation for this Payment Request. Invoices must be signed by Vendor and subrecipient.**

Estimated Project/Activity Completion Date: \_\_\_\_\_

Subrecipient Agreement Required Completion Date: December 31, 2007.

EXHIBIT D

SUBRECIPIENT MONTHLY REPORT

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

Subrecipient: **Kids House of Seminole, Inc.**

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

I. NARRATIVE DESCRIPTION OF ACTIVITY STATUS/MILESTONES:

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

II. BUDGET STATUS

ACTIVITY	BUDGET	EXPENSES PAID THIS MONTH	TOTAL EXPENSES PAID TO DATE	OUTSTANDING OBLIGATIONS	BUDGET BALANCE	EXPECTED COMPLETION DATE
Rehabilitation/Renovation of original structure for use as counseling/administrative offices	\$80,000.00	\$	\$	\$	\$	
TOTAL	\$80,000.00	\$	\$	\$	\$	

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

EXHIBIT E

END OF PROJECT REPORT

Fiscal Year \_\_\_\_\_

Subrecipient: Kids House of Seminole, Inc.

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

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

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

No. of Household/ Persons Assisted	Low and Moderate Income	Very Low Income	White not Hispanic Origin	Black not Hispanic Origin	American Indian/ Alaskan Native	Hispanic	Asian/ Pacific Islander	Female Headed Household

Any other special accomplishments:

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

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