

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Five CDBG Subrecipient Agreements & One ESGP Subrecipient Agreement

DEPARTMENT: Planning and Development DIVISION: Community Resources

AUTHORIZED BY: Don Fisher CONTACT: Robert Heenan EXT. 7380

Agenda Date	<u>9/23/03</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 five (5) CDBG Subrecipient Agreements with the following: the City of Sanford (2), the City of Casselberry (1), the City of Longwood (1), Seminole County Public Schools (1) and one (1) ESGP Subrecipient Agreement with Seminole County Victim's Rights Coalition, Inc.

BACKGROUND:

On 7/22/03 the Board of County Commissioners (Board) approved the 2003-2004 One-Year Action Plan of the 2000-2005 Consolidated Plan which included CDBG funding to the City of Sanford, the City of Casselberry, the City of Longwood, Seminole County Public Schools and ESGP funding to Seminole County Victim's Rights Coalition, Inc. (SafeHouse of Seminole).

With funding previously approved by the Board, the following Subrecipient Agreements are ready for execution by the Board:

1. City of Sanford-CDBG funding in the amount of \$409,726 for Phase II of the 19th Street/Roosevelt Avenue Goldsboro target area sanitary sewer installation project.
2. City of Sanford-CDBG funding in the amount of \$53,425 for the purchase and installation of a modular building in the Goldsboro target area so that the Goldsboro Front Porch Council may deliver community services by providing a reading academy, library and resource center.
3. City of Longwood-CDBG funding in the amount of \$488,499 for Phase II of the city's lower income neighborhoods dirt road paving program.
4. City of Casselberry-CDBG funding in the amount of \$173,885 for infrastructure improvements to the Lake Kathryn Estates target area.

Reviewed by:	<u>SR</u>
Co Atty:	<u>SR</u>
DFS:	<u>SR</u>
Other:	<u>SR</u>
DCM:	<u>SR</u>
CM:	<u>SR</u>
File No.	<u>CPDC01</u>

5. Seminole County Public Schools-CDBG funding in the amount of \$506,980 for the construction of a community center in the Midway Community for the purpose of providing educational, cultural, social and recreational services.
6. Seminole County Victim's Rights Coalition, Inc. (SafeHouse of Seminole)-ESGP funding in the amount of \$32,200 to help defray shelter operating costs.

Staff recommends and the Board is requested to execute the attached Agreements.

SEMINOLE COUNTY/CITY OF SANFORD INFRASTRUCTURE IMPROVEMENTS
HUD/CDBG SUBRECIPIENT AGREEMENT
PROGRAM YEAR 2003-2004

THIS AGREEMENT, entered into this _____ day of _____, 2003, 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 **CITY OF SANFORD**, a political subdivision of the State of Florida, whose mailing address is P.O. Box 1788, Sanford, Florida, 32772-1788, hereinafter referred to as "SANFORD".

WHEREAS, COUNTY has made application and entered into a contract with the United States Department of Housing and Urban Development, hereinafter referred to as "HUD," pursuant to Title I, Housing and Community Development Act of 1974, as amended, and implementing regulations set forth in Title 24 Code of Federal Regulations (CFR) Section 570; and

WHEREAS, SANFORD shall construct and improve sanitary sewer systems and provide street repair and resurfacing; and

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

WHEREAS, the COUNTY has allocated FOUR HUNDRED AND NINE THOUSAND, SEVEN HUNDRED AND TWENTY-SIX AND NO/100 DOLLARS (\$409,726.00) of HUD/CDBG funds for such improvements; and

WHEREAS, SANFORD has agreed to financially leverage certain funds provided by HUD through the COUNTY pursuant to this Agreement,

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

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

Section 2. Definitions.

(a) "Affordability Period" means the length of time for which the subject properties must comply with HUD regulations.

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

(c) "County Approval" means written approval by the Planning and Development Director, Community Resources Division Manager, or their designee.

(d) "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.

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

(f) "Very low income" means gross household income not to exceed fifty percent (50%) of the median family income within the Orlando Metropolitan Statistical Area during the term of this Agreement.

Section 3. Statement of Work. SANFORD, in a manner satisfactory to the COUNTY, shall perform all services described in the Scope of Services, attached hereto as Exhibit A 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 SANFORD.

Section 4. Term. This Agreement shall be effective upon its execution by all parties. SANFORD shall complete all services required by this Agreement on or before December 31, 2004.

Section 5. Payments.

(a) The COUNTY shall reimburse SANFORD for its administration costs and for funds paid to the contractors, subcontractors and vendors selected by SANFORD to provide services under this Agreement in accordance with the Project Budget, attached hereto as Exhibit B and incorporated herein by reference.

(b) The COUNTY has allocated FOUR HUNDRED AND NINE THOUSAND, SEVEN HUNDRED AND TWENTY-SIX AND NO/100 DOLLARS (\$409,726.00) of HUD funds for completion of this Agreement. The COUNTY will reimburse SANFORD for the services rendered under this Agreement up to FOUR HUNDRED AND NINE THOUSAND, SEVEN HUNDRED AND TWENTY-SIX AND NO/100 DOLLARS (\$409,726.00). In the event that SANFORD does not require the full amount of FOUR HUNDRED AND NINE THOUSAND, SEVEN HUNDRED AND TWENTY-SIX DOLLARS AND NO/100 (\$409,726.00), as reflected in the bids received and reviewed by

both parties to this Agreement, the CD Administrator reserves the right to reallocate such funds to other HUD projects.

(c) In no event shall the COUNTY reimburse SANFORD, its contractors, subcontractors or vendors until all goods and services rendered are invoiced and approved in writing by the City Manager of SANFORD and the CD Administrator.

(d) In order to process payment requests, SANFORD shall submit to the COUNTY an original invoice signed by the entity requesting payment and SANFORD'S 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 the requesting entity. The COUNTY reserves the right to verify, by site inspection when necessary, that all goods, materials, labor and services have been properly invoiced. Payment shall be made as soon as practicable; provided, however, that if SANFORD, 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 November 30, 2004, SANFORD 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 SANFORD not properly invoiced and received by the COUNTY by November 30, 2004.

(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) SANFORD shall use the funds provided under this Agreement to leverage funds and services of a value of at least ONE HUNDRED AND FIFTEEN THOUSAND AND NO/100 DOLLARS (\$115,000.00) toward the completion of the services described herein. Such leveraged funds may be received from the Florida Department of Transportation and/or Florida Department of Environmental Protection or any other available source. Prior to final payment by the COUNTY, SANFORD shall provide appropriate documentation to demonstrate that sufficient funds and or services have been leveraged.

(i) SANFORD 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 unless SANFORD has first received written authorization from the CD Administrator. The acquisition, purchase, donation or receipt of any interest in real property or benefits by a real property owner of any real property by SANFORD shall automatically terminate this Agreement.

Section 6. Compliance With Federal Regulations.

(a) SANFORD 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:

(1) Title 24, Code of Federal Regulations, "Regulations Relating to Housing and Urban Development."

(2) Public Law 90-284, "1968 Civil Rights Act of 1968";

(3) Public Law 90-448, "Housing and Urban Development Act of 1968";

(4) 42 USCA Chapter 51, "Design and Construction of Public Buildings to Accommodate Physically Handicapped";

(5) Office of Management and Budget Circular No. A-110, "Uniform Administrative Requirements For Grants and Agreements With Institutions Of Higher Education, Hospitals and Other Non Profit Organizations";

(6) Office of Management and Budget Circular No. A-122, "Cost Principles For Non-Profit Organizations";

(7) Office of Management and Budget Circular No. A-102, "Grants and Cooperative Agreements with State and Local Governments";

(8) Office of Management and Budget Circular No. A-87, "Cost Principles for State, Local, and Indian Tribal Governments";

(c) SANFORD 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, SANFORD is not exempt from performing site-specific environmental reviews in accordance with State and local regulations. Nor is SANFORD released from any environmental pollution that it may cause or have caused and SANFORD shall assume full liability therefore.

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 SANFORD.

Section 8. Management Assistance.

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

(b) In the event that SANFORD does not complete any of the terms of this Agreement within the time frames allotted herein, COUNTY may provide notices to SANFORD on the sixth month and/or the ninth month after the expiration of the subject time frame advising SANFORD 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. Maintenance of Records.

(a) SANFORD 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 SANFORD pursuant to this Agreement;

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

(C) Force account construction including the records indicating SANFORD, 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) SANFORD 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 SANFORD is receiving more than THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) from HUD through the COUNTY 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) SANFORD shall complete and provide to the CD Administrator a monthly report on the Subrecipient Report attached hereto as Exhibit C. Such reports shall be due no later than the fifteenth (15th) day of each month, commencing on the date of execution of this Agreement and concluding upon the completion of all services described in Exhibit A.

(e) SANFORD shall submit to the COUNTY an End of Project Report attached hereto as Exhibit D.

Section 10. 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 SANFORD has agreed to perform hereunder, or for debts or claims accruing to such parties against SANFORD. 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 SANFORD

as a result of this Agreement, including the contractors, subcontractors and vendors who may from time-to-time be employed by SANFORD.

Section 11. Subcontracts. All contracts made by SANFORD 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 SANFORD 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 12. Indemnification.

(a) SANFORD 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 SANFORD or whomsoever, resulting out of SANFORD'S fraud, defalcation, dishonesty, or failure of SANFORD to comply with applicable laws or regulations; any act or omission of SANFORD 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 SANFORD by registered or certified mail addressed to SANFORD at the address provided hereinafter. Upon receiving such notice, SANFORD, 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 SANFORD'S defense of any such action, suit or proceeding.

Section 13. Insurance. SANFORD 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 14. Non-Assignability. Neither party shall assign the Agreement without the prior written consent of the other in a document of equal dignity herewith.

Section 15. 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 16. Income.

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

(b) If any income is received by SANFORD 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 SANFORD to provide services to the clients of SANFORD of a nature similar to the uses set forth herein.

Section 17. Non-Expendable Property. Any non-expendable personal property acquired by SANFORD 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 18. Reversion of Assets. Upon expiration of this Agreement, SANFORD 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 SANFORD 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 19. 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 20. Breach. Any failure to comply with the Scope of Services or other terms of this Agreement shall constitute a breach of this Agreement.

Section 21. 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 SANFORD 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 or toward the COUNTY's trust fund;

(c) Withhold issuance of any further funds, regardless of whether such funds have been encumbered by SANFORD;

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

Section 22. Certification Regarding Lobbying. SANFORD 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, SANFORD shall complete and submit a "Disclosure of

Lobbying Activities" standard form as approved by the Office of Management and Budget.

(c) Pursuant to Section 216.347, Florida Statutes, SANFORD 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 23. 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 SANFORD:

City Manager
City of Sanford
Post Office Box 1788
Sanford, Florida 32772-1788

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

Section 24. Conflict of Interest.

(a) SANFORD agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to the Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes.

(b) SANFORD hereby certifies that no officer, agent or employee of the COUNTY has any material interest, as defined in

Section 112.312(15), Florida Statutes, either directly or indirectly, in the business of SANFORD, and that no such person shall have any such interest at any time during the term of the Agreement.

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.

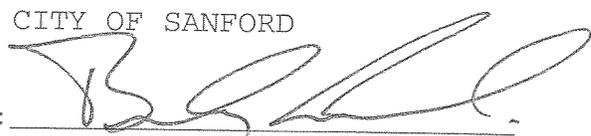
Section 26. Severability. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held 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:



JANET R. DOUGHERTY
City Clerk

CITY OF SANFORD

By: _____
BRADY M. LESSARD, Mayor
Date: 2/25/03

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 Commis-
sioners at their _____,
2003 regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

KC/gn 7/24/03

Attachments:

1. Exhibit A - Scope of Services
2. Exhibit B - Project Budget
3. Exhibit C - Subrecipient Report
4. Exhibit D - End of Project Report

CAKC01\MYDOCS\Affordable Housing\Sanford street agreement.doc

EXHIBIT A

SCOPE OF SERVICES

GENERALLY:

SANFORD shall construct and improve sanitary sewer systems, street repair and resurfacing, and associated construction work in the area of Sanford known as Goldsboro, as depicted on Attachment 1. Such work shall be undertaken in compliance with the specifications set forth in Attachment 2.

SPECIFIC OBLIGATIONS:

1. SANFORD shall prepare all legal documents required for bidding in accordance with legal requirements. The documents shall be submitted to COUNTY for review and approval prior to commencement of the bidding process.

2. SANFORD 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 SANFORD shall jointly review the bids received and contractor qualifications. SANFORD shall select, upon COUNTY approval, the contractor to be awarded the construction work. SANFORD shall prepare and negotiate a contract with the selected contractor and make an appropriate bid and contract award.

4. SANFORD and the COUNTY shall hold a pre-construction conference with the contractor, subcontractor, private utilities representatives, city representatives and other appropriate persons for the purpose of:

- (a) Identifying the SANFORD project manager;
- (b) Identifying the contractor's project manager;
- (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.

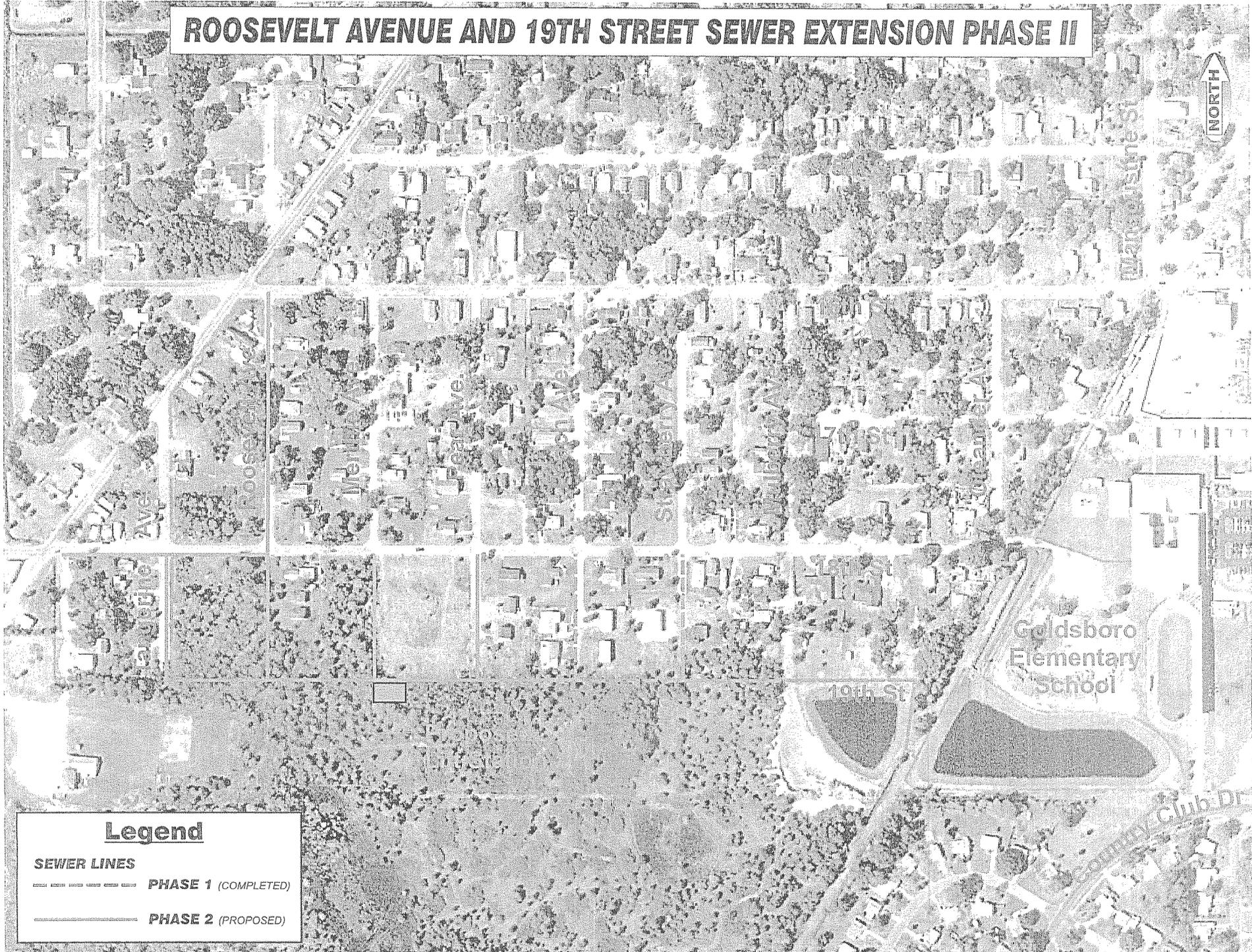
5. SANFORD shall monitor and inspect all construction activities to ensure compliance with this Agreement.

6. SANFORD shall secure any necessary permits or certificates.

7. The SANFORD project manager shall be the liaison to the COUNTY and responsible for responding to all request by the COUNTY.

8. SANFORD shall not acquire nor negotiate the purchase, donation or receipt of benefits by a real property owner of any real property or any interest in real property without first seeking consultation with the COUNTY.

ROOSEVELT AVENUE AND 19TH STREET SEWER EXTENSION PHASE II



Legend

SEWER LINES

----- PHASE 1 (COMPLETED)

————— PHASE 2 (PROPOSED)

ATTACHMENT 2 EXHIBIT A

CITY OF SANFORD
 ROOSEVELT AVE. / 19TH ST. SANITARY SEWER AND LIFT STATION PHASE II
 CPH PROJECT NO. S0650.01
 6/30/2003

OPINION OF PROBABLE CONSTRUCTION COST

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
1	Mobilization	LS	1	\$30,000	\$30,000
2	Preconstruction Video	LS	1	\$2,000	\$2,000
3	Maintenance of Traffic	LS	1	\$8,000	\$8,000
4	Erosion and Sediment Control	LS	1	\$5,000	\$5,000
5	Staked Silt Fence Along Existing Stormwater Pond	LF	466	\$2.00	\$932
6	Clearing and Grubbing	LS	1	\$5,000	\$5,000
7	Restoration	LS	1	\$5,000	\$5,000
8	12" Stabilized Subbase	SY	3339.0	\$7.00	\$23,373
9	8" Limerock Base Course	SY	3222.1	\$15.00	\$48,332
10	Remove and Replace 12" Stabilized Shell Road	SY	773.2	\$9.00	\$6,959
11	Remove Existing Pavement	SY	3115.4	\$5.00	\$15,577
12	Type S Asphaltic Concrete (1.75")	SY	3222.1	\$13.00	\$41,887
13	Remove and Replace Concrete Driveway	SY	29.4	\$30	\$882
14	Curb and Gutter (Remove and Replace)	LF	18	\$25	\$450
15	Remove and Reinstall Existing Chain Link Fence	LS	1	\$500	\$500
16	Type 'B' Fence and Posts at Lift Station Site	LF	85	\$15	\$1,275
17	Double Swing Gate at Lift Station Site (12' Opening)	EA	1	\$900	\$900
18	Seed and Mulch	SY	1664.2	\$0.50	\$832
19	Sodding (Bahia)	SY	3220.9	\$2.00	\$6,442
20	Lift Station	LS	1	\$150,000	\$150,000
21	Fittings (DI) (F&I) 6" FM	TN	0.20	\$7,000	\$1,400
22	8" PVC Sanitary Sewer (4'-6')	LF	380	\$24	\$9,120
23	8" PVC Sanitary Sewer (6'-8')	LF	1091	\$27	\$29,457
24	8" PVC Sanitary Sewer (8'-10')	LF	1251	\$32	\$40,032
25	8" PVC Sanitary Sewer (10'-12')	LF	40	\$37	\$1,480
26	6" PVC Sewer Force Main (Outside Lift Station Site)	LF	410	\$16	\$6,560
27	Sanitary Sewer Lateral (6" PVC)	LF	500	\$25	\$12,500
28	Utility Manhole (F&I) Standard (3' - 6')	EA	4	\$1,800	\$7,200
29	Utility Manhole (F&I) Standard (6' - 8')	EA	4	\$2,100	\$8,400
30	Utility Manhole (F&I) Standard (8' - 10')	EA	2	\$2,500	\$5,000
31	Utility Manhole (F&I) Standard (10' - 12')	EA	4	\$3,300	\$13,200
32	Install Liner at Existing Manhole	LS	1	\$4,000	\$4,000
33	6" Plug Valve	EA	1	\$750	\$750
34	Connect to Existing Sewer Manhole	EA	1	\$1,200	\$1,200
35	Sewer Service (Single Service)	EA	7	\$300	\$2,100
36	Sewer Service (Double Service)	EA	10	\$400	\$4,000
SUB-TOTAL					\$499,740
5% Contingency					\$24,987
TOTAL					\$524,726

EXHIBIT B

PROJECT BUDGET

Activity	Budget
Reimbursement for the administration and construction of improvements to sanitary sewer systems, street repair and resurfacing, and associated construction work.	\$409,726.00

EXHIBIT C

REQUEST FOR PAYMENT

Subrecipient: City of Sanford

Name 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
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 _____ City of Sanford
 Mailing Address _____
 Contact Person _____
 Telephone _____

NARRATIVE DESCRIPTION OF ACTIVITY STATUS/MILESTONES:

III. BUDGET STATUS

ACTIVITY	ESTIMATED BUDGET	EXPENSES PAID THIS MONTH	TOTAL EXPENSES PAID TO DATE	OUTSTANDING OBLIGATIONS	BUDGET BALANCE
TOTAL					

Any other special accomplishments: _____

Signed: _____

EXHIBIT E
END OF YEAR REPORT

SANFORD OF ORGANIZATION: _____

FISCAL YEAR: 2003-2004

Type of service provided: _____

Total number of people served: _____

Total number of groups/sessions performed: _____

No. of House- hold/ Persons As- sisted	Low and Moder- ate Income	American Indian or Alaska Native	Asian	Black or African American	Native Hawaiian or Other Pacific Islander	White	Hispanic or Latino	Not His- panic or Latino	Female Headed Household

Any other special accomplishments:

Signed: _____

**SEMINOLE COUNTY/CITY OF SANFORD
HUD/CDBG SUBRECIPIENT AGREEMENT
PROGRAM YEAR 2003-2004**

THIS AGREEMENT, entered into this _____ day of _____, 2003, 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 **CITY OF SANFORD**, a political subdivision of the State of Florida, whose mailing address is P.O. Box 1788, Sanford, Florida, 32772-1788, hereinafter referred to as "SANFORD".

WHEREAS, COUNTY has made application and entered into a contract with the United States Department of Housing and Urban Development, hereinafter referred to as "HUD," pursuant to Title I, Housing and Community Development Act of 1974, as amended, and implementing regulations set forth in Title 24 Code of Federal Regulations (CFR) Section 570; and

WHEREAS, the COUNTY and SANFORD seek to assist the Goldsboro Front Porch Council, Inc. (a Florida nonprofit corporation which provides revitalization activities for economically distressed communities); and

WHEREAS, SANFORD shall administer the purchase, delivery and installation of a modular building to serve as an office, reading academy, library and resource center for Goldsboro Front Porch Council, Inc.; and

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

WHEREAS, the COUNTY has allocated FIFTY-THREE THOUSAND, FOUR HUNDRED AND TWENTY-FIVE AND NO/100 DOLLARS (\$53,425.00) of HUD/CDBG funds for this community development activity provided by SANFORD; and

WHEREAS, SANFORD has agreed to financially leverage certain funds provided by HUD through the COUNTY pursuant to this Agreement,

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

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

Section 2. Definitions.

(a) "Affordability Period" means the length of time for which the subject properties must comply with HUD regulations.

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

(c) "County Approval" means written approval by the Planning and Development Director, Community Resources Division Manager, or their designee.

(d) "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.

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

(f) "Very low income" means gross household income not to exceed fifty percent (50%) of the median family income within the Orlando Metropolitan Statistical Area during the term of this Agreement.

Section 3. Statement of Work. SANFORD, in a manner satisfactory to the COUNTY, shall perform all services described in the Scope of Services, attached hereto as Exhibit A 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 SANFORD.

Section 4. Term. This Agreement shall be effective upon its execution by all parties. SANFORD shall complete all services required by this Agreement on or before December 31, 2004. Notwithstanding the foregoing, the affordability period of real property acquired pursuant to this Agreement shall continue until December 31, 2009. Further, SANFORD shall comply with the following deadlines during the term of this Agreement:

Prior to October 31, 2003	Meet with County Project Manager to review terms of Agreement;
Prior to December 31, 2003	Advertise for bids;
Prior to February 27, 2004	Sanford City Commission Awards Bid to Contractor;

Prior to April 5, 2004	Commence construction;
Prior to October 5, 2004	Complete construction;
Prior to October 29, 2004	Complete punch list, final construction inspection and obtain certificate of completion;

Section 5. Payments.

(a) The COUNTY shall reimburse SANFORD for funds paid to the contractors, subcontractors and vendors selected by SANFORD to provide services under this Agreement in accordance with the Project Budget, attached hereto as Exhibit B and incorporated herein by reference.

(b) The COUNTY has allocated FIFTY-THREE THOUSAND, FOUR HUNDRED AND TWENTY-FIVE AND NO/100 DOLLARS (\$53,425.00) of HUD funds for completion of this Agreement. The COUNTY will pay/reimburse SANFORD for the services rendered under this Agreement up to FIFTY-THREE THOUSAND, FOUR HUNDRED AND TWENTY-FIVE AND NO/100 DOLLARS (\$53,425.00). In the event that SANFORD does not require the full amount of FIFTY-THREE THOUSAND, FOUR HUNDRED AND TWENTY-FIVE AND NO/100 DOLLARS (\$53,425.00), as reflected in the bids received and reviewed by both parties to this Agreement, the CD Administrator reserves the right to reallocate such funds to other HUD projects.

(c) In no event shall the COUNTY reimburse SANFORD, its contractors, subcontractors or vendors until all goods and services rendered are invoiced and approved in writing by the City Manager of SANFORD and the CD Administrator.

(d) In order to process payment requests, SANFORD shall submit to the COUNTY an original invoice signed by the entity requesting payment and SANFORD'S 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 the requesting entity. The COUNTY reserves the right to verify, by site inspection when necessary, that all goods, materials, labor and services have been properly invoiced. Payment shall be made as soon as practicable; provided, however, that if SANFORD, 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, 2004, SANFORD 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 SANFORD not properly invoiced and received by the COUNTY by December 31, 2004.

(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) SANFORD shall use the funds provided under this Agreement to leverage funds and services of a value of ELEVEN THOUSAND, THREE HUNDRED AND THIRTY-TWO AND NO/100 DOLLARS (\$11,332.00) toward the completion of the services described herein. Such leveraged funds may be achieved as follows:

Waived rent on property lease	\$5,832.00
Waived permit fees	\$1,500.00
Waived utility fees	\$4,000.00.

Prior to final payment by the COUNTY, SANFORD shall provide appropriate documentation to demonstrate that sufficient funds and or services have been leveraged.

(i) SANFORD 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 unless SANFORD has first received written authorization from the CD Administrator. The acquisition, purchase, donation or receipt of any interest in real property or benefits by a real property owner of any real property by SANFORD shall automatically terminate this Agreement.

Section 6. Compliance With Federal Regulations.

(a) SANFORD 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:

(1) Title 24, Code of Federal Regulations, "Regulations Relating to Housing and Urban Development."

(2) Public Law 90-284, "1968 Civil Rights Act of 1968";

(3) Public Law 90-448, "Housing and Urban Development Act of 1968";

(4) 42 USCA Chapter 51, "Design and Construction of Public Buildings to Accommodate Physically Handicapped";

(5) Office of Management and Budget Circular No. A-110, "Uniform Administrative Requirements For Grants and Agreements With Institutions Of Higher Education, Hospitals and Other Non Profit Organizations";

(6) Office of Management and Budget Circular No. A-122, "Cost Principles For Non-Profit Organizations";

(7) Office of Management and Budget Circular No. A-102, "Grants and Cooperative Agreements with State and Local Governments";

(8) Office of Management and Budget Circular No. A-87, "Cost Principles for State, Local, and Indian Tribal Governments";

(c) SANFORD 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, SANFORD is not exempt from performing site-specific environmental reviews in accordance with State and local regulations. Nor is SANFORD

released from any environmental pollution that it may cause or have caused and SANFORD shall assume full liability therefore.

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 SANFORD.

Section 8. Management Assistance.

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

(b) In the event that SANFORD does not complete any of the terms of this Agreement within the time frames allotted herein, COUNTY may provide notices to SANFORD on the sixth month and/or the ninth month after the expiration of the subject time frame advising SANFORD 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. Maintenance of Records.

(a) SANFORD 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 SANFORD pursuant to this Agreement;

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

(C) Force account construction including the records indicating SANFORD, 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) SANFORD 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 SANFORD is receiving more than THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) from HUD through the COUNTY 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) SANFORD shall complete and provide to the CD Administrator a monthly report on the Subrecipient Report attached hereto as Exhibit C. Such reports shall be due no later than the fifteenth (15th) day of each month, commencing on the date of execution of this Agreement and concluding upon the completion of all services described in Exhibit A.

(e) SANFORD shall submit to the COUNTY an End of Project Report attached hereto as Exhibit D.

Section 10. 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 SANFORD has agreed to perform hereunder, or for debts or claims accruing to such parties against SANFORD. 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 SANFORD as a result of this Agreement, including the contractors, subcontractors and vendors who may from time-to-time be employed by SANFORD.

Section 11. Subcontracts. All contracts made by SANFORD 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 SANFORD 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 12. Indemnification.

(a) SANFORD 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 SANFORD or whomsoever, resulting out of SANFORD'S fraud, defalcation, dishonesty, or failure of SANFORD to comply with applicable laws or regulations; any act or omission of SANFORD 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 SANFORD by registered or certified mail addressed to SANFORD at

the address provided hereinafter. Upon receiving such notice, SANFORD, 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 SANFORD'S defense of any such action, suit or proceeding.

Section 13. Insurance. SANFORD 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 14. Non-Assignability. Neither party shall assign the Agreement without the prior written consent of the other in a document of equal dignity herewith.

Section 15. 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 16. Income.

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

(b) If any income is received by SANFORD 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 SANFORD to provide services to the clients of SANFORD of a nature similar to the uses set forth herein.

Section 17. Non-Expendable Property. Any non-expendable personal property acquired by SANFORD 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 18. Reversion of Assets. Upon expiration of this Agreement, SANFORD 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 SANFORD 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 19. 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 20. Breach. Any failure to comply with the Scope of Services or other terms of this Agreement shall constitute a breach of this Agreement.

Section 21. 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 SANFORD 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 or toward the COUNTY's trust fund;

(c) Withhold issuance of any further funds, regardless of whether such funds have been encumbered by SANFORD;

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

Section 22. Certification Regarding Lobbying. SANFORD

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, SANFORD shall complete and submit a "Disclosure of Lobbying Activities" standard form as approved by the Office of Management and Budget.

(c) Pursuant to Section 216.347, Florida Statutes, SANFORD 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 23. 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 SANFORD:

City Manager
City of Sanford
Post Office Box 1788
Sanford, Florida 32772-1788

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

Section 24. Conflict of Interest.

(a) SANFORD agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to the Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes.

(b) SANFORD hereby certifies that no officer, agent or employee of the COUNTY has any material interest, as defined in Section 112.312(15), Florida Statutes, either directly or indirectly, in the business of SANFORD, and that no such person shall have any such interest at any time during the term of the Agreement.

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. 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:

Janet R. Dougherty
JANET R. DOUGHERTY, City Clerk

CITY OF SANFORD

Brady M. Lessard
BRADY M. LESSARD, Mayor

Date: 8/25/03

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 Commis-
sioners at their _____,
2003 regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

KC

7/23/03

Attachments:

1. Exhibit A - Scope of Services
2. Exhibit B - Project Budget
3. Exhibit C - Subrecipient Report
4. Exhibit D - End of Project Report

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EXHIBIT A

SCOPE OF SERVICES

GENERAL STATEMENT OF OBLIGATIONS:

SANFORD shall administer the purchase, delivery and installation of a modular handicapped accessible building to serve as an office, reading academy, library and resource center for the Goldsboro Front Porch Council. Said building shall be located at 1211 13th Street in Sanford on parcel number 35-19-30-5AJ-0B00-0260. Said building shall be constructed and installed in accordance with the site plan attached hereto as Attachment 1 and specifications attached hereto as Attachment 2.

ADDITIONAL OBLIGATIONS:

1. SANFORD shall prepare all legal documents required for bidding in accordance with legal requirements. The documents shall be submitted to COUNTY for review and approval prior to commencement of the bidding process.
2. SANFORD 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 SANFORD shall jointly review the bids received and contractor qualifications. SANFORD shall select, upon COUNTY approval, the contractor to be awarded the construction work. SANFORD shall prepare and negotiate a contract with the selected contractor and make an appropriate bid and contract award.

4. SANFORD and the COUNTY shall hold a pre-construction conference with the contractor, subcontractor, private utilities representatives, city representatives and other appropriate persons for the purpose of:

- (a) Identifying the SANFORD project manager;
- (b) Identifying the contractor's project manager;
- (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.

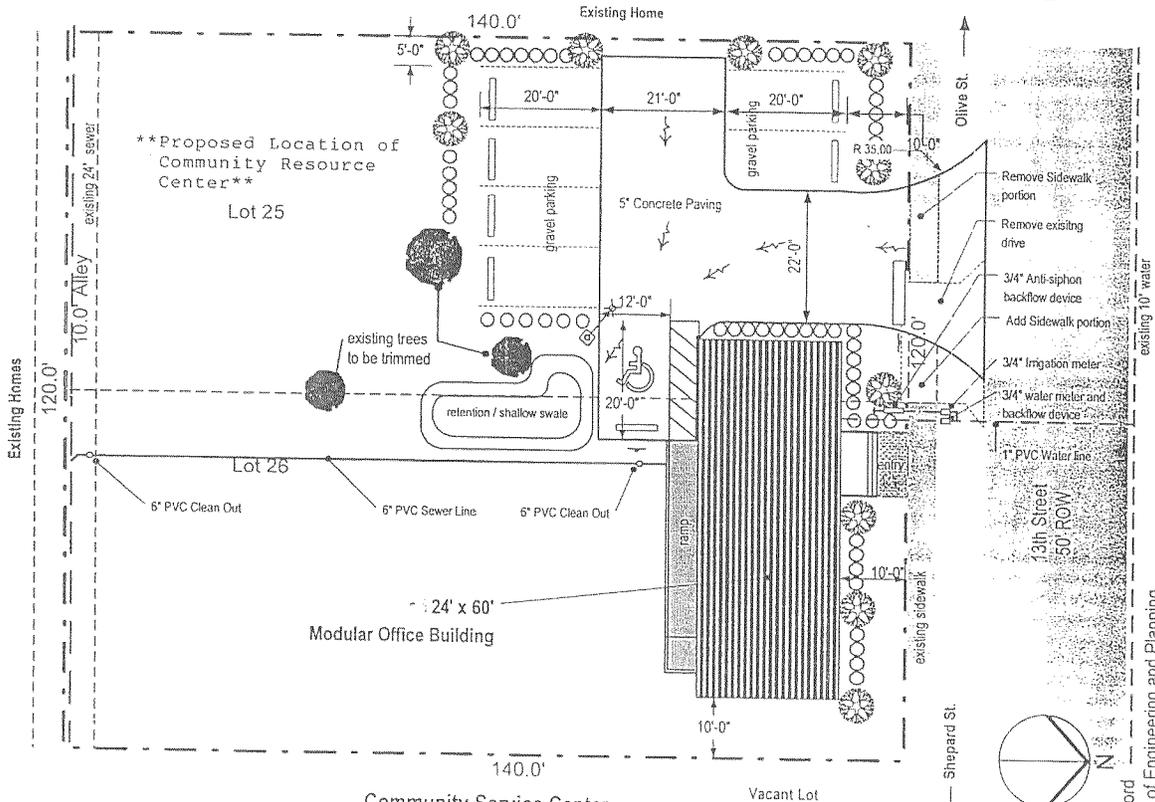
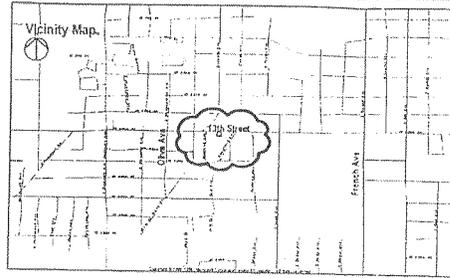
5. SANFORD shall monitor and inspect all construction activities to ensure compliance with this Agreement.

6. SANFORD shall secure any necessary permits or certificates.

7. The SANFORD project manager shall be the liaison to the COUNTY and responsible for responding to all request by the COUNTY.

Legend:

-  10' Laurel Oak tree 2" Diameter at 4.5'
-  24" H Wax Leaf Ligustrum Privet @ 30" O.C.
-  Concrete wheel stop
-  flow arrow
-  street light
-  sign
-  stop bar



Community Service Center
 Proposed Site Plan
 1211 W 13th Street
 35-19-30-5AJ-0B00-0250 (0260)

Scale: 1" = 20' H. Dim.
 01/04/99

City of Sanford
 Department of Engineering and Planning

Site Data: 35-19-30-5AJ-0B00-0250 (0260)

Project name: Goldsboro Front Porch Community Resource Center
 1211 West 13th Street
 Tax I.D.#: 35-19-30-5AJ-0B00-0250 (0260)
 Legal Description: Lot 25 and 26 of Block B, PB1, Page 94 of South Sanford as recorded in the Public Records of Seminole County Florida.
 Owner: City of Sanford, FL

Engineer: City of Sanford

Surveyor: City of Sanford

Contact Persons: Chief Ray Brorson 323-3030
 Chris Smith - 330-5674 - Project Manager

Existing Land Use: Vacant (Grass and a few large trees)

Proposed Land Use: Modular Office / Community Service Center
 Zoning: Site: GC2
 West: GC2
 East: GC2
 North: GC2
 South: GC2

Flood Zone: "X" FEMA April 17, 1995 (12117C0045 E) Ref elev. +20
 Site Area: 16,800 Sf / 0.386 acres
 Landscape Open Space: 13,011 Sf / 0.298 acres 77.45%
 Impervious Area: 3,789 Sf / 0.086 acres 22.55%

Site Analysis:

Paved Parking:	1,958 sq.ft.
Building:	1,440 "
Walks:	391 "
Total Impervious:	3,789 sq.ft.

Soil Classification: Type 34 (Urban Land) Hydrologic Group "D" Wabasso
 Required retention: 1.75 inches x 3,789 sq.ft. = 552 cubic ft. volume.
 Proposed retention: 368sq. ft at 1.5' deep

Building Height: +/- 12'
 Setbacks: Front: 25' required (Proposed 10')
 Rear: 20' required (Proposed 106')
 Side: 10' required (Proposed 10')
 Buffers: Front: 10' required (Proposed 10')
 Side: 5' required (Proposed 5' West side, 10' East side)

Required Parking: Public Service Structure: 1 per employee = 4 spaces
 Provided Parking: 6 Regular spaces 1 Paved Handi-capped.

Utilities:
 Water: City of Sanford
 Sewer: City of Sanford
 Telephone: Bellsouth
 Electric: Florida Power and Light
 Solid Waste: City of Sanford

EXHIBIT A ATTACHMENT 2

SPECIFICATIONS

BUILDING SIZE: **SQUARE FEET:**
24 x 56 Box 1344 NOMINAL

FRAME:
STANDARD
12" JR. I BEAM
QUAD AXLES
DETACHABLE HITCH

FLOOR:
2 X 6 - 16" OC
JOIST DESIGN - TRANSVERSE
DECKING ¾" X 4 X 8 T&G
BLOCK TILE IN RESTROOMS
26 OZ CARPET REMAINDER OF BUILDING

WALLS & PARTITIONS:
WALL HEIGHT - 8'
VINYL COVERED GYPSUM ON INTERIOR WALLS
6 PRE-HUNG INTERIOR DOORS
1 BI-FOLD DOOR
DELUXE MOLDING PACKAGE

ROOF:
TRUSS TYPE - SBCC
DESIGN - MONO
SHEATHING - OSB
COVERING - .45 MIL EPDM
HURRICANE STRAPS - AS REQUIRED
ROOF VENTS - PER CODE

PLUMBING:
RESTROOMS - 2 HANDICAP
WALLS - VINYL COVERED GYPSUM
6 GALLON WATER HEATER
WALL MOUNT LAVATORY - 2
2 TOILET PAPER HOLDERS
GRAB BARS
2 MIRRORS
PVC WASTE PIPE STUBBED OUT ONLY
CPVC SUPPLY LINES - ½"
SERVICE SINK
BOTTLED WATER COOLER

ELECTRICAL
125 AMP PANEL BOX (2)
240 DIFFUSED LIGHTS (18)
STD PORCH LIGHT (3)
110 VOLT RECEPT - 15 AMP - (22)
GFI BREAKER - (2)

HVAC:

3 TON A/C WALL MOUNT WITH 10 KW HEAT STRIP & OVERHEAD RETURNS (2)
SUPPLY DUCTS - CEILING
RETURN AIR - PLENUM WALL

EXTERIOR:

ALUMINUM EXTERIOR
ALUMINUM TRIM
SHEATHING - PER CODE

WINDOWS & DOORS:

46 X 27 HORIZONTAL SLIDE WINDOWS (9)
MINI BLINDS
BRONZE FRAME AND TINTED GLASS
GLASS STOREFRONT DOOR - 72 X 80 - BRONZE FRAME AND TINTED GLASS
STD EXTERIOR DOOR WITH VIEW BLOCK -

INSULATION:

FLOOR - R-7
WALL - R-11
CEILING - R-19

CODES:

OCCUPANCY-BUSINESS
FLORIDA STATE SEAL

EMERGENCY EQUIPMENT:

LIGHTED EXIT SIGNS - 2 WITH BATTERY PACKS

MISC:

PHONE JACKS - 5

EXHIBIT B
PROJECT BUDGET

ACTIVITY	Budget
Reimbursement administering the purchase, delivery and installation of a 24'x56' foot modular handi-capped accessible building.	\$53,425.00

EXHIBIT C

REQUEST FOR PAYMENT

Subrecipient City of Sanford

Name of Activity/Project Front Porch Council Modular Building

Mailing Address _____

Contact Person _____

Payment Request No: _____

Telephone No. _____

Subrecipient Agreement Amount (\$53,425.00)	% of Work Completed To Date	To Date Amount Previously Billed	This Invoice Billed
Total Invoices Billed			

Attach a copy of all supporting documentation for this Payment Request

Estimated Project/Activity Completion Date: _____

Subrecipient/Interlocal Agreement Required Completion Date: _____

Submitted By: _____

Title: _____

Signature: _____

Date: _____

EXHIBIT D
MONTHLY REPORT

Status Report for Month of _____

SUBRECIPIENT INFORMATION

Subrecipient: City of Sanford

Mailing Address: _____

Contact Person: _____

Telephone: _____

NARRATIVE DESCRIPTION OF ACTIVITY STATUS/MILESTONES:

III. BUDGET STATUS

ACTIVITY	ESTIMATED BUDGET	EXPENSES PAID THIS MONTH	TOTAL EXPENSES PAID TO DATE	OUTSTANDING OBLIGATIONS	BUDGET BALANCE
TOTAL					

Any other special accomplishments: _____

Signed: _____

EXHIBIT E
END OF YEAR REPORT

ORGANIZATION: City of Sanford

FISCAL YEAR: 2003-2004

Type of service provided: _____

Total number of people served: _____

Total number of groups/sessions performed: _____

No. of House-hold/ 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: _____

**SEMINOLE COUNTY/CITY OF LONGWOOD
HUD/CDBG SUBRECIPIENT AGREEMENT
PROGRAM YEAR 2003-2004**

THIS AGREEMENT, entered into this _____ day of _____, 2003, 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 **CITY OF LONGWOOD**, a Florida municipality, whose mailing address is 174 West Church Avenue, Longwood, Florida 32750-4197, hereinafter referred to as "LONGWOOD".

WHEREAS, COUNTY has made application and entered into a contract with the United States Department of Housing and Urban Development, hereinafter referred to as "HUD," pursuant to Title I, Housing and Community Development Act of 1974, as amended, and implementing regulations set forth in Title 24 Code of Federal Regulations (CFR) Section 570; and

WHEREAS, LONGWOOD shall construct and install street improvements on portions of the following substandard streets within its jurisdiction: Oleander Street, East Pine Avenue and Myrtle Street; and

WHEREAS, the COUNTY has deemed that such street improvements will serve a COUNTY purpose; and

WHEREAS, the COUNTY has allocated FOUR HUNDRED AND EIGHTY-EIGHT THOUSAND, FOUR HUNDRED AND NINETY-NINE DOLLARS (\$488,499.00) of HUD/CDBG funds for such street improvements; and

WHEREAS, LONGWOOD has agreed to financially leverage certain funds provided by the COUNTY pursuant to this Agreement,

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

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

Section 2. Definitions.

(a) "Affordability Period" means the length of time for which the subject properties must comply with HUD regulations.

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

(c) "County Approval" means written approval by the Planning and Development Director, Community Resources Division Manager, or their designee.

(d) "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.

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

(f) "Very low income" means gross household income not to exceed fifty percent (50%) of the median family income within the Orlando Metropolitan Statistical Area during the term of this Agreement.

Section 3. Statement of Work. LONGWOOD, in a manner satisfactory to the COUNTY, shall perform all services described in the Scope of Services, attached hereto as Exhibit A 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 LONGWOOD.

Section 4. Term. This Agreement shall be effective upon its execution by all parties. This Agreement shall expire on December 31, 2004. LONGWOOD shall complete all services required by this Agreement in accordance with the following schedule:

Prior to October 31, 2003	Meet with County Project Manager to review terms of Agreement;
Prior to November 30, 2003	Advertise for bids;
Prior to January 30, 2004	Award bid to selected contractor;
Prior to April 5, 2004	Commence construction;
Prior to August 31, 2004	Complete construction;
Prior to September 30, 2004	Complete punch list and final construction inspection;

Prior to October 29, 2004

Obtain certificate of completion.

Section 5. Payments.

(a) The COUNTY shall reimburse LONGWOOD for funds paid to the contractors, subcontractors and vendors selected by LONGWOOD to provide services under this Agreement in accordance with the Project Budget, attached hereto as Exhibit B and incorporated herein by reference.

(b) The COUNTY has allocated FOUR HUNDRED AND EIGHTY-EIGHT THOUSAND, FOUR HUNDRED AND NINETY-NINE DOLLARS (\$488,499.00) of HUD funds for completion of this Agreement. The COUNTY will reimburse LONGWOOD for the services rendered under this Agreement up to FOUR HUNDRED AND EIGHTY-EIGHT THOUSAND, FOUR HUNDRED AND NINETY-NINE AND NO/100 DOLLARS (\$488,499.00). In the event that LONGWOOD does not require the full amount of FOUR HUNDRED AND EIGHTY-EIGHT THOUSAND, FOUR HUNDRED AND NINETY-NINE AND NO/100 DOLLARS (\$488,499.00), as reflected in the bids received and reviewed by both parties to this Agreement, the CD Administrator reserves the right to reallocate any such remaining, excess, unencumbered or unused funds to other COUNTY HUD funded projects.

(c) In no event shall the COUNTY reimburse LONGWOOD, its contractors, subcontractors or vendors until all goods and services

rendered are invoiced and approved in writing by the City Administrator of LONGWOOD and the CD Administrator.

(d) In order to process payment requests, LONGWOOD shall submit to the COUNTY an original invoice signed by the entity requesting payment and LONGWOOD'S 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 the requesting entity. The COUNTY reserves the right to verify, by site inspection when necessary, that all goods, materials, labor and services have been properly invoiced. Payment shall be made as soon as practicable; provided, however, that if LONGWOOD, 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 November 30, 2004, LONGWOOD 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 LONGWOOD not properly invoiced and received by the COUNTY by November 30, 2004.

(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) LONGWOOD 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, LONGWOOD shall provide appropriate documentation to demonstrate that sufficient funds and or services have been leveraged.

(i) LONGWOOD 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 unless LONGWOOD has first received written authorization from the CD Administrator. The acquisition, purchase, donation or receipt of any interest in real property or benefits by a real property owner of any real property by LONGWOOD shall automatically terminate this Agreement.

Section 6. Compliance With Federal Regulations.

(a) LONGWOOD 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:

(1) Title 24, Code of Federal Regulations, "Regulations Relating to Housing and Urban Development."

(2) Public Law 90-284, "1968 Civil Rights Act of 1968";

(3) Public Law 90-448, "Housing and Urban Development Act of 1968";

(4) 42 USCA Chapter 51, "Design and Construction of Public Buildings to Accommodate Physically Handicapped";

(5) Office of Management and Budget Circular No. A-110, "Uniform Administrative Requirements For Grants and Agreements With Institutions Of Higher Education, Hospitals and Other Non Profit Organizations";

(6) Office of Management and Budget Circular No. A-122, "Cost Principles For Non-Profit Organizations";

(7) Office of Management and Budget Circular No. A-102, "Grants and Cooperative Agreements with State and Local Governments";

(8) Office of Management and Budget Circular No. A-87, "Cost Principles for State, Local, and Indian Tribal Governments";

(c) LONGWOOD 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, LONGWOOD is not exempt from performing site-specific environmental reviews in accordance with State and local regulations. Nor is LONGWOOD released from any environmental pollution that it may cause or have caused and LONGWOOD shall assume full liability therefore.

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 LONGWOOD.

Section 8. Management Assistance.

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

(b) In the event that LONGWOOD does not complete any of the terms of this Agreement within the time frames allotted herein, COUNTY may provide notices to LONGWOOD on the sixth month and/or the ninth month after the expiration of the subject time frame advising LONGWOOD 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. Maintenance of Records.

(a) LONGWOOD 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 LONGWOOD pursuant to this Agreement;

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

(C) Force account construction including the records indicating LONGWOOD, 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) LONGWOOD 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 LONGWOOD is receiving more than THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) from HUD through the COUNTY 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) LONGWOOD shall complete and provide to the CD Administrator a monthly report on the Subrecipient Report attached

hereto as Exhibit C. Such reports shall be due no later than the fifteenth (15th) day of each month, commencing on the date of execution of this Agreement and concluding upon the completion of all services described in Exhibit A.

(e) LONGWOOD shall submit to the COUNTY an End of Project Report attached hereto as Exhibit D.

Section 10. 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 LONGWOOD has agreed to perform hereunder, or for debts or claims accruing to such parties against LONGWOOD. 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 LONGWOOD as a result of this Agreement, including the contractors, subcontractors and vendors who may from time-to-time be employed by LONGWOOD.

Section 11. Subcontracts. All contracts made by LONGWOOD 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 LONGWOOD 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 12. Indemnification.

(a) LONGWOOD 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 LONGWOOD or whomsoever, resulting out of LONGWOOD'S fraud, defalcation, dishonesty, or failure of LONGWOOD to comply with applicable laws or regulations; any act or omission of LONGWOOD 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 LONGWOOD by registered or certified mail addressed to LONGWOOD at the address provided hereinafter. Upon receiving such notice, LONGWOOD, 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 LONGWOOD'S defense of any such action, suit or proceeding.

Section 13. Insurance. LONGWOOD 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 14. Non-Assignability. Neither party shall assign the Agreement without the prior written consent of the other in a document of equal dignity herewith.

Section 15. 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 16. Income.

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

(b) If any income is received by LONGWOOD 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 LONGWOOD to provide services to the clients of LONGWOOD of a nature similar to the uses set forth herein.

Section 17. Non-Expendable Property. Any non-expendable personal property acquired by LONGWOOD 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 18. Reversion of Assets. Upon expiration of this Agreement, LONGWOOD 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 LONGWOOD 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 19. 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 20. Breach. Any failure to comply with the Scope of Services or other terms of this Agreement shall constitute a breach of this Agreement.

Section 21. 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 LONGWOOD 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 or toward the COUNTY's trust fund;

(c) Withhold issuance of any further funds, regardless of whether such funds have been encumbered by LONGWOOD;

(d) Demand LONGWOOD 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 LONGWOOD'S real or personal property. To create such a lien, the COUNTY shall send a letter to LONGWOOD demanding refund of any monies expended to LONGWOOD pursuant to this Agreement. Said letter shall be recorded

in the public records of Seminole County and thereafter shall constitute a lien upon LONGWOOD'S real and personal property.

Section 22. Certification Regarding Lobbying. LONGWOOD 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, LONGWOOD shall complete and submit a "Disclosure of Lobbying Activities" standard form as approved by the Office of Management and Budget.

(c) Pursuant to Section 216.347, Florida Statutes, LONGWOOD 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 23. 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 LONGWOOD:

City Administrator
City of Longwood
174 West Church Avenue
Longwood, Florida 32750-4197

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

Section 24. Conflict of Interest.

(a) LONGWOOD agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to the Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes.

(b) LONGWOOD hereby certifies that no officer, agent or employee of the COUNTY has any material interest, as defined in Section 112.312(15), Florida Statutes, either directly or indirectly, in the business of LONGWOOD, and that no such person

shall have any such interest at any time during the term of the Agreement.

Section 25. Entire Agreement, Effect on Prior Agreement.

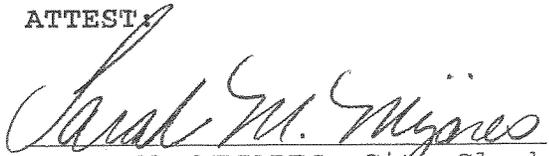
This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings and agreements, if any, between the parties relating to the subject matter of this Agreement.

Section 26. Severability.

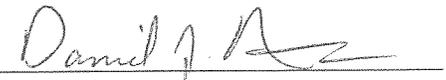
If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants 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:


SARAH M. MIJARES, City Clerk

CITY COMMISSION OF LONGWOOD

By: 
DANIEL J. ANDERSON, Mayor

Date: 08/18/03

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 Commis-
sioners at their _____,
2003 regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

KC
7/17/03 7/22/03

Attachments:

- 1. Exhibit A - Scope of Services
- 2. Exhibit B - Project Budget
- 3. Exhibit C - Request for Payment
- 4. Exhibit D - Subrecipient Report
- 4. Exhibit E - End of Project Report

EXHIBIT A

SCOPE OF SERVICES

GENERALLY:

LONGWOOD shall administer construction of infrastructure improvements, including, but not limited to, installation of drainage improvements, planting areas, bike lanes, sidewalks, curbs, gutters and sod, on the following roads:

1. Oleander Street from Church Avenue to State Road 434;
2. East Pine Avenue from County Road 427 to Oleander Street; and
3. Myrtle Street from Bay Avenue to State Road 434; as delineated on the roadway plans prepared for the LONGWOOD by Berryman & Henigar. The infrastructure improvements are further indicated on the attached map.

SPECIFIC OBLIGATIONS:

1. LONGWOOD 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. LONGWOOD 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 LONGWOOD shall jointly review the bids received and

contractor qualifications. LONGWOOD shall select, upon COUNTY approval, the contractor to be awarded the construction work. LONGWOOD shall prepare and negotiate a contract with the selected contractor and make an appropriate bid and contract award.

4. LONGWOOD 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 LONGWOOD project manager;
- (b) Identifying the contractor's project manager;
- (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. LONGWOOD shall monitor and inspect all construction activities to ensure compliance with this Agreement.

6. LONGWOOD shall secure any necessary permits or certificates.

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

CITY OF LONGWOOD
 DEPARTMENT OF COMMUNITY SERVICES
 ENGINEERING SERVICES

174 W. Church St.
 Longwood, FL 32750-4997
 PHONE: (407) 260-3483

PAVING & DRAINAGE IMPROVEMENTS BAY AVE., PINE AVE. AND MYRTLE ST.

CITY OF LONGWOOD
 IN NORTH CENTRAL
 SEMINOLE COUNTY, FLORIDA
 SECTION 33, TOWNSHIP 20 SOUTH, RANGE 30 EAST

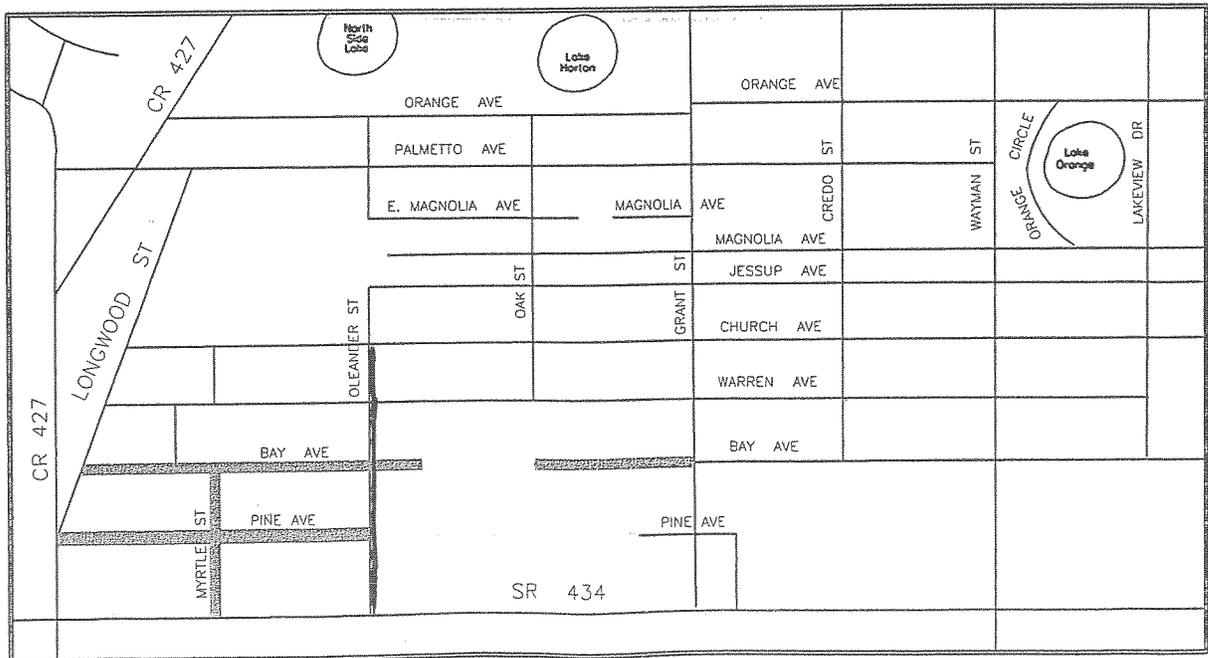


EXHIBIT B
PROJECT BUDGET

Activity	Budget
Reimbursement for Construction and Installation of Improvements to: 1. Oleander Street from Church Avenue to State Road 434; 2. East Pine Avenue from County Road 427 to Oleander Street; and 3. Myrtle Street from Bay Avenue to State Road 434.	\$ 488,499.00

EXHIBIT C
REQUEST FOR PAYMENT

Subrecipient: City of Longwood, Florida

LONGWOOD of Activity/Project:

Vendor Mailing Address: _____

Vendor Contact Person: _____

Vendor Telephone Number: _____

Payment Request No: _____

Subrecipient Agreement Amount (\$488,499.00)	% of Work Completed To Date	To Date Amount Previously Billed	This Invoice Billed
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 City of Longwood, Florida
 Mailing Address _____
 Contact Person _____
 Telephone _____

NARRATIVE DESCRIPTION OF ACTIVITY STATUS/MILESTONES:

III. BUDGET STATUS

ACTIVITY	ESTIMATED BUDGET	EXPENSES PAID THIS MONTH	TOTAL EXPENSES PAID TO DATE	OUTSTANDING OBLIGATIONS	BUDGET BALANCE
TOTAL					

Any other special accomplishments: _____

Signed: _____

EXHIBIT E
END OF YEAR REPORT

ORGANIZATION: City of Longwood, Florida

FISCAL YEAR: 2003-2004

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: _____

**SEMINOLE COUNTY/CITY OF CASSELBERRY
HUD/CDBG SUBRECIPIENT AGREEMENT
PROGRAM YEAR 2003-2004**

THIS AGREEMENT, entered into this _____ day of _____, 2003, 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 **CITY OF CASSELBERRY**, a Florida municipality, whose mailing address is 95 Lake Triplet Drive, Casselberry, Florida 32707, hereinafter referred to as "CASSELBERRY".

WHEREAS, COUNTY has made application and entered into a contract with the United States Department of Housing and Urban Development, hereinafter referred to as "HUD," pursuant to Title I, Housing and Community Development Act of 1974, as amended, and implementing regulations set forth in Title 24 Code of Federal Regulations (CFR) Section 570; and

WHEREAS, CASSELBERRY shall provide sewer and street improvements in the Lake Katherine Park area; and

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

WHEREAS, the COUNTY has allocated ONE HUNDRED AND SEVENTY-THREE THOUSAND, EIGHT HUNDRED AND EIGHTY-FIVE DOLLARS (\$173,885.00) of HUD/CDBG funds for these community development activities provided by CASSELBERRY; and

WHEREAS, CASSELBERRY has agreed to financially leverage certain funds provided by HUD through the COUNTY pursuant to this Agreement,

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

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

Section 2. Definitions.

(a) "Affordability Period" means the length of time for which the subject properties must comply with HUD regulations.

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

(c) "County Approval" means written approval by the Planning and Development Director, Community Resources Division Manager, or their designee.

(d) "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.

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

(f) "Very low income" means gross household income not to exceed fifty percent (50%) of the median family income within the Orlando Metropolitan Statistical Area during the term of this Agreement.

Section 3. Statement of Work. CASSELBERRY, in a manner satisfactory to the COUNTY, shall perform all services described

in the Scope of Services, attached hereto as Exhibit A 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 CASSELBERRY.

Section 4. Term. This Agreement shall be effective upon its execution by all parties. CASSELBERRY shall complete all services required by this Agreement on or before December 31, 2004. CASSELBERRY shall complete all services required by this Agreement in accordance with the following schedule:

Prior to October 31, 2003	Meet with County Project Manager to review terms of Agreement;
Prior to November 30, 2003	Advertise for bids;
Prior to January 30, 2004	Award bid to selected contractor;
Prior to April 5, 2004	Commence construction;
Prior to August 31, 2004	Complete construction;
Prior to September 30, 2004	Complete punch list and final construction inspection;
Prior to October 29, 2004	Obtain certificate of completion.

This Agreement shall terminate on December 31, 2004.

Section 5. Payments.

(a) The COUNTY shall reimburse CASSELBERRY for funds paid to the contractors, subcontractors and vendors selected by CASSELBERRY to provide services under this Agreement in accordance

with the Project Budget, attached hereto as Exhibit B and incorporated herein by reference.

(b) The COUNTY has allocated ONE HUNDRED AND SEVENTY-THREE THOUSAND, EIGHT HUNDRED AND EIGHTY-FIVE DOLLARS (\$173,885.00) of HUD funds for completion of this Agreement. The COUNTY will reimburse CASSELBERRY for the services rendered under this Agreement up to ONE HUNDRED AND SEVENTY-THREE THOUSAND, EIGHT HUNDRED AND EIGHTY-FIVE DOLLARS (\$173,885.00). In the event that CASSELBERRY does not require the full amount of ONE HUNDRED AND SEVENTY-THREE THOUSAND, EIGHT HUNDRED AND EIGHTY-FIVE DOLLARS (\$173,885.00), as reflected in the bids received and reviewed by both parties to this Agreement, the CD Administrator reserves the right to reallocate such funds to other HUD projects.

(c) In no event shall the COUNTY reimburse CASSELBERRY, its contractors, subcontractors or vendors until all goods and services rendered are invoiced and approved in writing by the City Manager of CASSELBERRY and the CD Administrator.

(d) In order to process payment requests, CASSELBERRY shall submit to the COUNTY an original invoice signed by the entity requesting payment and CASSELBERRY's 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 CASSELBERRY. 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 CASSELBERRY, 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 November 30, 2004, CASSELBERRY 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 CASSELBERRY not properly invoiced and received by the COUNTY by November 30, 2004.

(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) CASSELBERRY shall use the funds provided under this Agreement to leverage funds and services for the completion of the services described herein. Such leveraged funds shall amount to at least \$35,000.00 which may be satisfied as follows:

Engineering and Design Services	\$18,000.00
Tree Installation	\$ 4,500.00
Operational Costs for Personnel	\$12,500.00.

Prior to final payment by the COUNTY, CASSELBERRY shall provide appropriate documentation to demonstrate that sufficient funds and or services have been leveraged.

(i) CASSELBERRY 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 unless CASSELBERRY has first received written authorization from the CD Administrator. The acquisition, purchase, donation or receipt of any interest in real property or benefits by a real property owner of any real property by CASSELBERRY shall automatically terminate this Agreement.

Section 6. Compliance With Federal Regulations.

(a) CASSELBERRY 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:

(1) Title 24, Code of Federal Regulations, "Regulations Relating to Housing and Urban Development."

(2) Public Law 90-284, "1968 Civil Rights Act of 1968";

(3) Public Law 90-448, "Housing and Urban Development Act of 1968";

(4) 42 USCA Chapter 51, "Design and Construction of Public Buildings to Accommodate Physically Handicapped";

(5) Office of Management and Budget Circular No. A-110, "Uniform Administrative Requirements For Grants and Agreements With Institutions Of Higher Education, Hospitals and Other Non Profit Organizations";

(6) Office of Management and Budget Circular No. A-122, "Cost Principles For Non-Profit Organizations";

(7) Office of Management and Budget Circular No. A-102, "Grants and Cooperative Agreements with State and Local Governments";

(8) Office of Management and Budget Circular No. A-87, "Cost Principles for State, Local, and Indian Tribal Governments";

(c) CASSELBERRY 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, CASSELBERRY is not exempt from performing a Phase I environmental or site-specific environmental reviews in accordance with State and local regulations. Nor is CASSELBERRY released from any environmental pollution that it may cause or have caused and CASSELBERRY shall assume full liability therefore.

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 CASSELBERRY.

Section 8. Management Assistance.

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

(b) In the event that CASSELBERRY does not complete any of the terms of this Agreement within the time frames allotted herein, COUNTY may provide notices to CASSELBERRY on the sixth month and/or the ninth month after the expiration of the subject time frame advising CASSELBERRY 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. Maintenance of Records.

(a) CASSELBERRY 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 CASSELBERRY pursuant to this Agreement;

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

(C) Force account construction including the records indicating CASSELBERRY, 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) CASSELBERRY 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 CASSELBERRY is receiving more than \$300,000.00 from HUD through

the COUNTY 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) CASSELBERRY shall complete and provide to the CD Administrator a monthly report on the Subrecipient Report attached hereto as Exhibit C. Such reports shall be due no later than the fifteenth (15th) day of each month, commencing on the date of execution of this Agreement and concluding upon the completion of all services described in Exhibit A.

(e) CASSELBERRY shall submit to the COUNTY an End of Project Report attached hereto as Exhibit D.

Section 10. 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 CASSELBERRY has agreed to perform hereunder, or for debts or claims accruing to such parties against CASSELBERRY. 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 CASSELBERRY as a result of this Agreement, including

the contractors, subcontractors and vendors who may from time-to-time be employed by CASSELBERRY.

Section 11. Subcontracts. All contracts made by CASSELBERRY 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 CASSELBERRY 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 12. Indemnification.

(a) CASSELBERRY 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 CASSELBERRY or whomsoever, resulting out of CASSELBERRY's fraud, defalcation, dishonesty, or failure of CASSELBERRY to comply with applicable laws or regulations; any act or omission of CASSELBERRY 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 CASSELBERRY by registered or certified mail addressed to CASSELBERRY at the address provided hereinafter. Upon receiving such notice, CASSELBERRY, 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 CASSELBERRY's defense of any such action, suit or proceeding.

Section 13. Insurance. CASSELBERRY 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 14. Non-Assignability. Neither party shall assign the Agreement without the prior written consent of the other in a document of equal dignity herewith.

Section 15. 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 16. Income.

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

(b) If any income is received by CASSELBERRY 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 CASSELBERRY to provide services to the clients of CASSELBERRY of a nature similar to the uses set forth herein.

Section 17. Non-Expendable Property. Any non-expendable personal property acquired by CASSELBERRY 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 18. Reversion of Assets. Upon expiration of this Agreement, CASSELBERRY 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 CASSELBERRY 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 19. 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 20. Breach. Any failure to comply with the Scope of Services or other terms of this Agreement shall constitute a breach of this Agreement.

Section 21. 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 CASSELBERRY 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 or toward the COUNTY's trust fund;

(c) Withhold issuance of any further funds, regardless of whether such funds have been encumbered by CASSELBERRY;

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

Section 22. Certification Regarding Lobbying. CASSELBERRY 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, CASSELBERRY shall complete and submit a "Disclosure of Lobbying Activities" standard form as approved by the Office of Management and Budget.

(c) Pursuant to Section 216.347, Florida Statutes, CASSELBERRY 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 23. 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 CASSELBERRY:

City Manager
City of Casselberry
95 Triplet Lake Drive
Casselberry, Florida 32707

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

Section 24. Conflict of Interest.

(a) CASSELBERRY agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to the Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, Title 24 or the Code of Federal Regulations, Part 84 or 85 or any other local, State or federal regulations.

(b) CASSELBERRY hereby certifies that no officer, agent or employee of the COUNTY has any material interest, as defined in Section 112.312(15), Florida Statutes, either directly or indirectly, in the business of CASSELBERRY, and that no such person shall have any such interest at any time during the term of the Agreement.

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. 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:

CITY OF CASSELBERRY

Thelma McPherson
THELMA MCPHERSON
City Clerk

By: Bruce A. Pronovost
BRUCE A. PRONOVOST, Mayor

Date: August 25, 2003

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.
Approved as to form and
legal sufficiency.

As authorized for execution by
the Board of County Commis-
sioners at their _____,
2003 regular meeting.

County Attorney

8/5/03

Attachments:

1. Exhibit A - Scope of Services
2. Exhibit B - Project Budget
3. Exhibit C - Subrecipient Report
4. Exhibit D - End of Project Report
5. Exhibit E - End of Year Report

P:\Users\CAKC01\MYDOCS\Affordable Housing\Casselberry HUD Agreement.doc

EXHIBIT A

SCOPE OF SERVICES

GENERALLY:

CASSELBERRY shall administer and supervise the construction of the following:

- (a) Sewer improvements;
- (b) Street resurfacing;
- (c) Installation of streetlights;
- (d) Installation of sidewalks;
- (e) Installation of driveway aprons;
- (f) Grading;
- (g) Installation of retaining walls;
- (h) Installation of laterals;
- (i) Installation of landscaping;

in the Lake Katherine Park Target Area (map of this area is provided as Attachment 1).

SPECIFIC OBLIGATIONS:

1. CASSELBERRY 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. CASSELBERRY 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 CASSELBERRY shall jointly review the bids received and contractor qualifications. CASSELBERRY shall select, upon COUNTY approval, the contractor to be awarded the construction work. CASSELBERRY shall prepare and negotiate a contract with the selected contractor and make an appropriate bid and contract award.

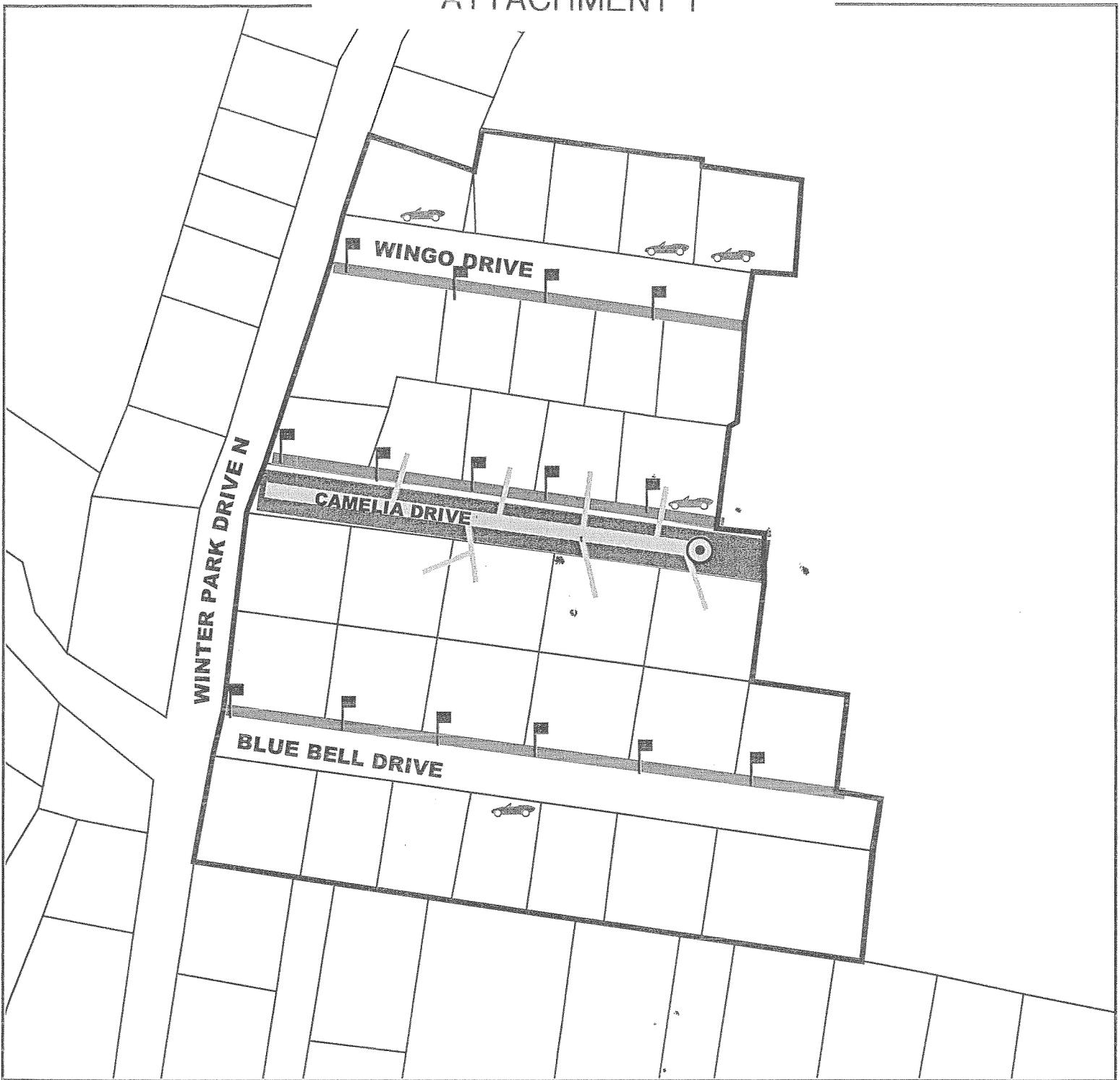
4. CASSELBERRY and the COUNTY shall hold a pre-construction conference with the contractor, subcontractors, private utilities representatives, city representatives and other appropriate persons for the purpose of:

- (a) Identifying the CASSELBERRY project manager;
- (b) Identifying the contractor's project manager;
- (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. CASSELBERRY shall monitor and inspect all construction activities to ensure compliance with this Agreement.

6. CASSELBERRY shall secure any necessary permits or certificates.

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



-  **STREET LIGHTS**
-  **DRIVEWAY APRONS**
-  **4 FT. SIDEWALK**
-  **ROAD REPAIR**
-  **SEWER LINE and LATERALS**
-  **MANHOLE**

LAKE KATHYRN PARK
TARGET AREA
2003 - 2004

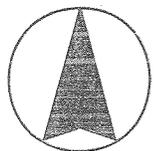


EXHIBIT B
PROJECT BUDGET

Activity	Budget
Reimbursement for infrastructure and facility improvements in the Lake Katherine Target Area:	\$173,885.00

EXHIBIT C

REQUEST FOR PAYMENT

Subrecipient: CITY OF CASSELBERRY

Title of Activity/Project: _____

Vendor Mailing Address: _____

Vendor Contact Person: _____

Vendor Telephone Number: _____

Payment Request No: _____

Subrecipient Agreement Amount \$173,885.00	% of Work Completed To Date	To Date Amount Previously Billed	This Invoice Billed
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: CITY OF CASSELBERRY
 Mailing Address: _____
 Contact Person: _____
 Telephone: _____

NARRATIVE DESCRIPTION OF ACTIVITY STATUS/MILESTONES:

III. BUDGET STATUS

ACTIVITY	ESTIMATED BUDGET	EXPENSES PAID THIS MONTH	TOTAL EXPENSES PAID TO DATE	OUTSTANDING OBLIGATIONS	BUDGET BALANCE
TOTAL					

Any other special accomplishments: _____

Signed: _____

EXHIBIT E
END OF YEAR REPORT

NAME OF ORGANIZATION: CITY OF CASSELBERRY

Fiscal year: 2003-2004

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: _____

SEMINOLE COUNTY/SEMINOLE COUNTY PUBLIC SCHOOLS
HUD/CDBG SUBRECIPIENT AGREEMENT
PROGRAM YEAR 2003-2004

THIS AGREEMENT, entered into this _____ day of _____, 2003, 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 and entered into a contract with the United States Department of Housing and Urban Development, hereinafter referred to as "HUD," pursuant to Title I, Housing and Community Development Act of 1974, as amended, and implementing regulations set forth in Title 24 Code of Federal Regulations (CFR) Section 570; 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; and

WHEREAS, the COUNTY has allocated FIVE HUNDRED AND SIX THOUSAND, NINE HUNDRED AND EIGHTY DOLLARS (\$506,980.00) of HUD CDBG funds for this community development activity; and

WHEREAS, SCHOOLS has agreed to financially leverage certain funds provided by HUD through the COUNTY pursuant to this Agreement,

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

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

Section 2. Definitions.

(a) "Affordability Period" means the length of time for which the subject properties must comply with HUD regulations.

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

(c) "County Approval" means written approval by the Planning and Development Director, Community Resources Division Manager, or their designee.

(d) "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.

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

(f) "Very low income" means gross household income not to exceed fifty percent (50%) of the median family income within the Orlando Metropolitan Statistical Area during the term of this Agreement.

Section 3. Statement of Work. SCHOOLS, in a manner satisfactory to the COUNTY, shall perform all services described in the Scope of Services, attached hereto as Exhibit A 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.

Section 4. Term. This Agreement shall be effective upon its execution by all parties. SCHOOLS shall complete all services required by this Agreement on or before December 31, 2004. SCHOOLS shall complete all services required by this Agreement in accordance with the following schedule:

Prior to October 31, 2003	Meet with County Project Manager to review terms of Agreement;
Prior to December 31, 2003	Advertise for bids;
Prior to February 27, 2004	Award bid to selected contractor;
Prior to April 5, 2004	Commence construction;
Prior to October 5, 2004	Complete construction;
Prior to October 29, 2004	Complete punch list and final construction inspection.

This Agreement shall terminate on December 31, 2004; provided that the affordability period for any real property acquired pursuant to this Agreement shall extend to December 31, 2029.

Section 5. Payments.

(a) The COUNTY shall reimburse SCHOOLS for funds paid to the contractors, subcontractors and vendors selected by SCHOOLS to provide services under this Agreement in accordance with the Project Budget, attached hereto as Exhibit B and incorporated herein by reference.

(b) The COUNTY has allocated FIVE HUNDRED AND SIX THOUSAND, NINE HUNDRED AND EIGHTY DOLLARS (\$506,980.00) of HUD funds for completion of this Agreement. The COUNTY will pay/reimburse SCHOOLS for the services rendered under this Agreement up to FIVE HUNDRED AND SIX THOUSAND, NINE HUNDRED AND EIGHTY DOLLARS (\$506,980.00). In the event that SCHOOLS does not require the full amount of FIVE HUNDRED AND SIX THOUSAND, NINE HUNDRED AND EIGHTY DOLLARS (\$506,980.00), as reflected in the bids received and reviewed by both parties to this Agreement, the CD Administrator reserves the right to reallocate such funds to other HUD 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 Deputy Superintendent for Operations 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, 2004, 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 the COUNTY by December 31, 2004.

(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, in an amount equal to no less than NINE HUNDRED AND FORTY-FIVE THOUSAND DOLLARS (\$945,000.00), for the completion of the services described herein. Such leveraging shall be accomplished as follows:

Dedication of real property for location of the facility	\$100,000.00
Site Survey, design and engineering for the facility construction	\$20,000.00
Provision of all utilities to the facility for the first twenty-five (25) years after construction	\$387,000.00
Maintenance of the facility and facility property for the first twenty-five (25) years after construction	\$403,000.00
Provision of liability insurance for the facility and facility property for the first twenty-five (25) years after construction	\$35,000.00

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 unless SCHOOLS has first received written authorization from the CD Administrator. 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 Regulations.

(a) 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:

(1) Title 24, Code of Federal Regulations, "Regulations Relating to Housing and Urban Development."

(2) Public Law 90-284, "1968 Civil Rights Act of 1968";

(3) Public Law 90-448, "Housing and Urban Development Act of 1968";

(4) 42 USCA Chapter 51, "Design and Construction of Public Buildings to Accommodate Physically Handicapped";

(5) Office of Management and Budget Circular No. A-110, "Uniform Administrative Requirements For Grants and Agreements With Institutions Of Higher Education, Hospitals and Other Non Profit Organizations";

(6) Office of Management and Budget Circular No. A-122, "Cost Principles For Non-Profit Organizations";

(7) Office of Management and Budget Circular No. A-102, "Grants and Cooperative Agreements with State and Local Governments";

(8) Office of Management and Budget Circular No. A-87, "Cost Principles for State, Local, and Indian Tribal Governments";

(c) 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 and environmental review process. However, SCHOOLS is not exempt from performing a Phase I environmental or 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.

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 the sixth month and/or the ninth month after 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. 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 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) 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. If

SCHOOLS is receiving more than \$300,000.00 from HUD through the COUNTY 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 complete and provide to the CD Administrator a monthly report on the Subrecipient Report attached hereto as Exhibit C. Such reports shall be due no later than the fifteenth (15th) day of each month, commencing on the date of execution of this Agreement and concluding upon the completion of all services described in Exhibit A.

(e) SCHOOLS shall submit to the COUNTY an End of Project Report attached hereto as Exhibit D.

Section 10. 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 11. 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 12. 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.

Section 13. 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 14. Non-Assignability. Neither party shall assign the Agreement without the prior written consent of the other in a document of equal dignity herewith.

Section 15. 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 16. 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 17. 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 18. 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 19. 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 20. Breach. Any failure to comply with the Scope of Services or other terms of this Agreement shall constitute a breach of this Agreement.

Section 21. 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 or toward the COUNTY'S trust fund;
- (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 22. 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 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 23. 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 East Lake Mary Boulevard
Sanford, Florida 32773

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

Section 24. Conflict of Interest.

(a) SCHOOLS agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to the Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, Title 24 or the Code of

Federal Regulations, Part 84 or 85 or any other local, State or federal regulations.

(b) SCHOOLS hereby certifies that no officer, agent or employee of the COUNTY has any material interest, as defined in Section 112.312(15), Florida Statutes, either directly or indirectly, in the business of SCHOOLS, and that no such person shall have any such interest at any time during the term of the Agreement.

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. 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.

EXHIBIT A

SCOPE OF SERVICES

GENERALLY:

SCHOOLS shall construct a 12,500 square foot building on real property located at 2251 Jitway Avenue, Sanford, Florida 32771; legal description: SEC 33 TWP 19S RGE 31E E 2/5 OF W 5/8 OF N 1/2 OF S 1/2 OF SW 1/4 (LESS N 120 FT) + N 132 FT OF W; tax parcel identification number: 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, the Second Harvest Food Bank, the 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 for no less than twenty-five (25) years after the date of its construction.

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 bid and 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 project manager;
- (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.

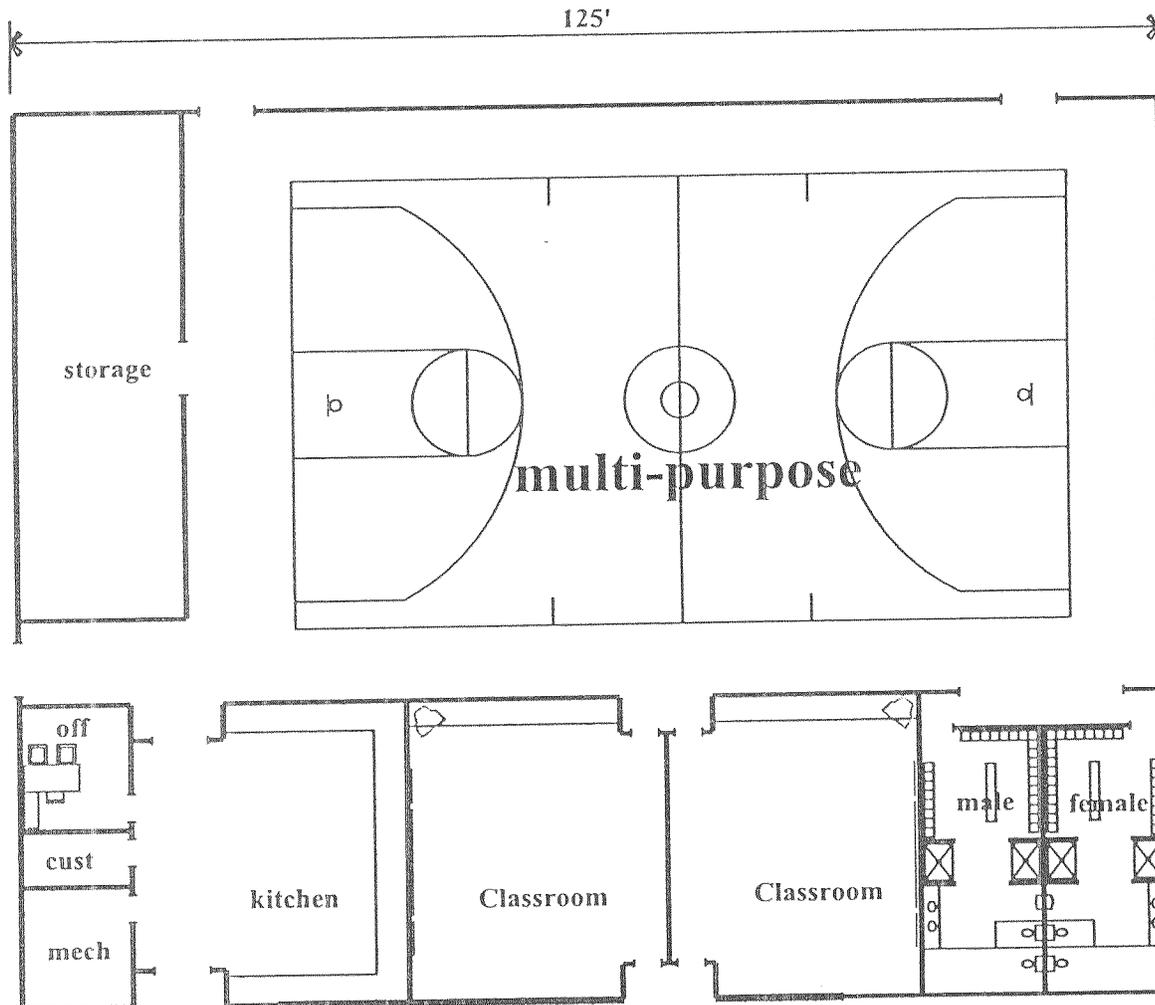
6. SCHOOLS shall secure any necessary permits or certificates.

7. The 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"

12 Feb 03
1" = 20'



100'

floor plan

Storner & Analdi
Planning and Architecture
Inc



EXHIBIT B

PROJECT BUDGET

Activity	Budget
Reimbursement for construction of a 12,500 square foot community services building:	\$506,980.00

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
\$506,980.00			
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 Seminole County Public Schools
 Mailing Address _____
 Contact Person _____
 Telephone _____

NARRATIVE DESCRIPTION OF ACTIVITY STATUS/MILESTONES:

III. BUDGET STATUS

ACTIVITY	ESTIMATED BUDGET	EXPENSES PAID THIS MONTH	TOTAL EXPENSES PAID TO DATE	OUTSTANDING OBLIGATIONS	BUDGET BALANCE
TOTAL					

Any other special accomplishments: _____

Signed: _____

EXHIBIT E
END OF YEAR REPORT

NAME OF ORGANIZATION: 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: _____

SEMINOLE COUNTY/SEMINOLE COUNTY VICTIM'S RIGHTS COALITION, INC.
HUD/ESG SUBRECIPIENT AGREEMENT
PROGRAM YEAR 2003-2004

THIS AGREEMENT, entered into this _____ day of _____, 2003, 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 VICTIM'S RIGHTS COALITION, INC.**, a Florida non-profit corporation, whose mailing address is 1100 East First Street, Suite 1, Sanford, Florida 32771, hereinafter referred to as "COALITION".

WHEREAS, COUNTY has made application and entered into a contract with the United States Department of Housing and Urban Development, hereinafter referred to as "HUD," pursuant to Title I, Housing and Community Development Act of 1974, as amended, and implementing regulations set forth in Title 24 Code of Federal Regulations (CFR) Section 570; and

WHEREAS, COALITION shall operate an emergency shelter, known as SafeHouse of Seminole, for the benefit of victims of domestic violence and/or victims of physical, sexual or mental abuse; and

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

WHEREAS, the COUNTY has allocated THIRTY-TWO THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$32,200.00) of Emergency Shelter Grants Program (ESG) HUD funds for such services provided by COALITION; and

WHEREAS, COALITION has agreed to financially leverage certain funds provided by HUD through the COUNTY pursuant to this Agreement,

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

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

Section 2. Definitions.

(a) "Affordability Period" means the length of time for which the subject properties must comply with HUD regulations.

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

(c) "County Approval" means written approval by the Planning and Development Director, Community Resources Division Manager, or their designee.

(d) "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.

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

(f) "Very low income" means gross household income not to exceed fifty percent (50%) of the median family income within the Orlando Metropolitan Statistical Area during the term of this Agreement.

Section 3. Statement of Work. COALITION, in a manner satisfactory to the COUNTY, shall perform all services described in the Scope of Services, attached hereto as Exhibit A 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 COALITION.

Section 4. Term. This Agreement shall be effective upon its execution by all parties. COALITION shall complete all services required by this Agreement on or before September 30, 2004. This Agreement shall terminate on September 30, 2004. COALITION shall complete all services required by this Agreement in a timely manner, including, at a minimum, compliance with the following deadlines:

Prior to October 31, 2003	Meet with County Project Manager to review terms of Agreement;
Prior to January 30, 2004	Expend at least 25% of HUD funds;
Prior to April 30, 2004	Expend at least 50% of HUD funds;
Prior to July 30, 2004	Expend at least 75% of HUD funds;
Prior to September 30, 2004	Expend 100% of HUD funds.

Section 5. Payments.

(a) The COUNTY shall reimburse COALITION for funds paid to the service providers described in the Project Budget, attached hereto as Exhibit B and incorporated herein by reference.

(b) The COUNTY has allocated THIRTY-TWO THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$32,200.00) of HUD funds for completion of this Agreement. The COUNTY will pay/reimburse COALITION for the services rendered under this Agreement up to THIRTY-TWO THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$32,200.00). In the event that COALITION does not require the full amount of THIRTY-TWO THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$32,200.00), as reflected in the bids received and reviewed by both parties to this Agreement, the CD Administrator reserves the right to reallocate such funds to other HUD projects.

(c) In no event shall the COUNTY reimburse COALITION until all goods and services rendered are invoiced and approved in writing by the President of COALITION and the CD Administrator.

(d) In order to process payment requests, COALITION shall submit to the COUNTY an original invoice signed by the entity requesting payment and COALITION's 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 COALITION. 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 COALITION, its vendors, contractors and subcontractors have performed services in full compliance with all HUD requirements and properly invoiced the request for payment, payment shall be rendered by the COUNTY within thirty (30) days of its receipt of payment request.

(f) On or before September 30, 2004, COALITION 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 COALITION not properly invoiced and received by the COUNTY by September 30, 2004.

(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) COALITION shall use the funds provided under this Agreement to leverage funds and services for the completion of the services described herein. COALITION must demonstrate dollar per dollar matching of HUD funds distributed by the COUNTY which may be in the form of dollars or, if pre-approved in writing by the CD Administrator, professional services or in-kind services. Prior to any reimbursement of funds under this agreement, COALITION must

provide appropriate documentation to demonstrate that an amount equal amount to such funds have been leveraged.

(i) COALITION 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 unless COALITION has first received written authorization from the CD Administrator. The acquisition, purchase, donation or receipt of any interest in real property or benefits by a real property owner of any real property by COALITION shall automatically terminate this Agreement.

Section 6. Compliance With Federal Regulations.

(a) COALITION 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:

(1) Title 24, Code of Federal Regulations, "Regulations Relating to Housing and Urban Development."

(2) Public Law 90-284, "1968 Civil Rights Act of 1968";

(3) Public Law 90-448, "Housing and Urban Development Act of 1968";

(4) 42 USCA Chapter 51, "Design and Construction of Public Buildings to Accommodate Physically Handicapped";

(5) Office of Management and Budget Circular No. A-110, "Uniform Administrative Requirements For Grants and Agree-

ments With Institutions Of Higher Education, Hospitals and Other Non Profit Organizations”;

(6) Office of Management and Budget Circular No. A-122, “Cost Principles For Non-Profit Organizations”;

(7) Office of Management and Budget Circular No. A-102, “Grants and Cooperative Agreements with State and Local Governments”;

(8) Office of Management and Budget Circular No. A-87, “Cost Principles for State, Local, and Indian Tribal Governments”;

(c) COALITION 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, COALITION is not exempt from performing a Phase I environmental or site-specific environmental reviews in accordance with State and local regulations. Nor is COALITION released from any environmental pollution that it may cause or have caused and COALITION shall assume full liability therefore.

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 COALITION.

Section 8. Management Assistance.

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

(b) In the event that COALITION does not complete any of the terms of this Agreement within the time frames allotted herein, COUNTY may provide notices to COALITION on the sixth month and/or the ninth month after the expiration of the subject time frame advising COALITION 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. Maintenance of Records.

(a) COALITION 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 COALITION pursuant to this Agreement;

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

(C) Force account construction including the records indicating COALITION, 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) COALITION 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 COALITION is receiving more than THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) from HUD through the COUNTY 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) COALITION shall complete and provide to the CD Administrator a monthly report on the Subrecipient Report attached hereto as Exhibit C. Such reports shall be due no later than the fifteenth (15th) day of each month, commencing on the date of

execution of this Agreement and concluding upon the completion of all services described in Exhibit A.

(e) COALITION shall submit to the COUNTY an End of Project Report attached hereto as Exhibit D.

Section 10. 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 COALITION has agreed to perform hereunder, or for debts or claims accruing to such parties against COALITION. 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 COALITION as a result of this Agreement, including the contractors, subcontractors and vendors who may from time-to-time be employed by COALITION.

Section 11. Subcontracts. All contracts made by COALITION 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 COALITION 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.

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(a) COALITION 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 COALITION or whomsoever, resulting out of COALITION's fraud, defalcation, dishonesty, or failure of COALITION to comply with applicable laws or regulations; any act or omission of COALITION 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 COALITION by registered or certified mail addressed to COALITION at the address provided hereinafter. Upon receiving such notice, COALITION, 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 COALITION's defense of any such action, suit or proceeding.

Section 13. Insurance. COALITION 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 14. Non-Assignability. Neither party shall assign the Agreement without the prior written consent of the other in a document of equal dignity herewith.

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(b) If any income is received by COALITION 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 COALITION to provide services to the

clients of COALITION of a nature similar to the uses set forth herein.

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Section 18. Reversion of Assets. Upon expiration of this Agreement, COALITION 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 COALITION 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 19. 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 20. Breach. Any failure to comply with the Scope of Services or other terms of this Agreement shall constitute a breach of this Agreement.

Section 21. 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 COALITION 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 or toward the COUNTY's trust fund;

(c) Withhold issuance of any further funds, regardless of whether such funds have been encumbered by COALITION;

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

shall constitute a lien upon COALITION's real and personal property.

Section 22. Certification Regarding Lobbying. COALITION 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, COALITION shall complete and submit a "Disclosure of Lobbying Activities" standard form as approved by the Office of Management and Budget.

(c) Pursuant to Section 216.347, Florida Statutes, COALITION 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 23. 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 COALITION:

President
Seminole County Victim's Rights Coalition, Inc.
1100 East First Street, Suite 1
Sanford, Florida 32771

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

Section 24. Conflict of Interest.

(a) COALITION agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to the Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, Title 24 or the Code of Federal Regulations, Part 84 or 85 or any other local, State or federal regulations.

(b) COALITION hereby certifies that no officer, agent or employee of the COUNTY has any material interest, as defined in Section 112.312(15), Florida Statutes, either directly or indirectly, in the business of COALITION, and that no such person

shall have any such interest at any time during the term of the Agreement.

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. 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.

[REMAINDER OF PAGE BLANK]

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

ATTEST:

SEMINOLE COUNTY VICTIM'S RIGHTS COALITION, INC.

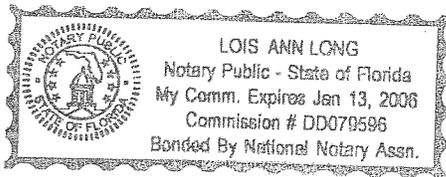
By: [Signature]
Print Name: Sharon G. Watson

By: [Signature]
Print Name: Jeanne Gold
Its: Executive Director
Date: 8-20-03

Corporate seal

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that, on this 20th day of AUGUST, 2003, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared SHARON G. WATSON, as President and JEANNE L. GOLD as EXECUTIVE DIRECTOR of SEMINOLE COUNTY VICTIM'S RIGHTS COALITION, INC., a non-profit corporation organized under the laws of the State of Florida, who are personally known to me or who have produced FLORIDA DRIVERS LICENSE W325-787-56-931 G430-435-58-505-4 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.



[Signature]
Print Name: LOIS ANN LONG
Notary Public in and for the County and State Aforementioned
My commission expires: 1-13-06

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.
Approved as to form and
legal sufficiency.

As authorized for execution by
the Board of County Commis-
sioners at their _____,
2003, regular meeting.

County Attorney

8/8/03

CAK01\MYDOCS\Affordable Housing\Seminole Victim's Rights HUD Agreement .doc

Attachments:

1. Exhibit A - Scope of Services
2. Exhibit B - Project Budget
3. Exhibit C - Subrecipient Report
4. Exhibit D - End of Project Report
5. Exhibit E - End of Year Report

EXHIBIT A

SCOPE OF SERVICES

GENERALLY:

COALITION shall use the HUD/ESG funds issued by the County pursuant to this Agreement to fund operating expenses at their emergency shelter facility known as SafeHouse of Seminole. Such operating expenses may include, but not exceed, the following:

- (a) Utilities services;
- (b) Telephone services;
- (c) Property insurance;
- (d) Maintenance and repair of the facility.

EXHIBIT B
PROJECT BUDGET

Activity	Budget
Reimbursement for the following operating costs:	
Utilities	\$15,400.00
Telephone	\$ 5,300.00
Property Insurance	\$ 9,500.00
Maintenance and Repairs	\$ 2,000.00
TOTAL:	\$32,200.00

COALITION may transfer funds between the uses referenced in the chart above, provided that the total expenditures do not exceed \$32,200.00.

EXHIBIT C

REQUEST FOR PAYMENT

Subrecipient: SEMINOLE COUNTY VICTIM'S RIGHTS COALITION, INC.

Title of Activity/Project: _____

Vendor Mailing Address: _____

Vendor Contact Person: _____

Vendor Telephone Number: _____

Payment Request No: _____

Operating Expense	Operating Expense Budgeted Amount	Reimbursement request	Source of leverage match funds	Amount of leverage match funds	ESG Funds Paid To Date	Remaining ESG Balance Toward this Operating Expense
Utilities	\$15,400.00					
Telephone	\$ 5,300.00					
Insurance	\$ 9,500.00					
Maintenance /Repairs	\$ 2,000.00					
TOTAL	\$32,200.00					

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 SEMINOLE COUNTY VICTIM'S RIGHTS COALITION, INC.
 Mailing Address _____
 Contact Person _____
 Telephone _____

NARRATIVE DESCRIPTION OF ACTIVITY STATUS/MILESTONES:

III. BUDGET STATUS

ACTIVITY	ESTIMATED BUDGET	EXPENSES PAID THIS MONTH	TOTAL EXPENSES PAID TO DATE	OUTSTANDING OBLIGATIONS	BUDGET BALANCE
TOTAL					

Any other special accomplishments: _____

Signed: _____

EXHIBIT E
END OF YEAR REPORT

NAME OF ORGANIZATION: SEMINOLE COUNTY VICTIM'S RIGHTS COALITION, INC.

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: _____