

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** First Amendment to Seminole County/City of Winter Springs HUD / CDBG Subrecipient Agreement Program Year 2005-2006

**DEPARTMENT:** Community Services      **DIVISION:** Community Assistance  
David Medley, Acting Director                      David Medley, Manager

**AUTHORIZED BY:** David Medley      **CONTACT:** Robert Heenan      **EXT.** 2363

<b>Agenda Date</b> <u>11/07/2006</u> <b>Regular</b> <input type="checkbox"/> <b>Consent</b> <input checked="" type="checkbox"/> <b>Work Session</b> <input type="checkbox"/> <b>Briefing</b> <input type="checkbox"/>
<b>Public Hearing – 1:30</b> <input type="checkbox"/> <b>Public Hearing – 7:00</b> <input type="checkbox"/>

**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute the First Amendment to Seminole County/City of Winter Springs HUD/CDBG Subrecipient Agreement Program Year 2005-2006 which adds \$280,000.00 of additional funding and extends the term of the Agreement to December 31, 2007.

**(District-2 – Randall C. Morris)**

**BACKGROUND:**

On November 15, 2005, the Board of County Commissioners (Board) approved CDBG funding in the amount of \$575,000.00 to the City of Winter Springs (City) for improvements to the City's Senior Center. The improvements include a concrete block addition to the building, additional parking spaces (includes extra handicapped parking) and an outdoor covered therapy pool. The City was contributing \$100,000.00 toward the project.

The City subsequently engaged the services of its engineer/architect to enhance the original scope of work for the therapy pool which now includes full enclosure of the pool (concrete block addition) to be attached to the main structure, air conditioning, sliding glass doors, men's and women's dressing rooms, showers, storage space, and a supervisor's office. These enhancements add \$522,000.00 to the original budget of \$675,000.00 for an amended construction cost estimate of \$1,197,000.00.

On March 22, 2006 the City and the Board held a joint meeting to discuss general County/City subject matters. At that meeting, the City asked the County to provide additional funding to meet the increased costs for the enhancements.

<b>Reviewed by:</b> _____ <b>Co Atty:</b> _____ <b>DFS:</b> _____ <b>Other:</b> _____ <b>DCM:</b> _____ <b>CM:</b> _____  <b>File No.</b> <u>ccscacd02</u>
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Unexpended CDBG funds in the amount of \$280,000.00 from completed projects became available at the end of the 2004-2005 Program Year. If the Board approves the \$280,000.00 in additional funding, the total CDBG allocation will be \$855,000.00 and the City will leverage project construction costs of at least \$342,000.00, and the term of the original Agreement will be extended to December 31, 2007.

**Staff Recommendation:**

Staff recommends the Board approve and authorize the Chairman to execute the First Amendment to Seminole County/City of Winter Springs HUD/CDBG Subrecipient Agreement Program Year 2005-2006.

Attachment: First Amendment to Seminole County/City of Winter Springs HUD/CDBG Subrecipient Agreement Program Year 2005-2006.

**FIRST AMENDMENT TO  
SEMINOLECOUNTY/CITY OF WINTER SPRINGS  
HUD/CDBG SUBRECIPIENT AGREEMENT  
PROGRAM YEAR 2005-2006**

**THIS FIRST AMENDMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006 and is to that certain HUD/CDBG Subrecipient Agreement dated November 17, 2005 (the "Agreement") between the **CITY OF WINTER SPRINGS, FLORIDA**, a Florida municipality, whose address is 1126 E. State Road 434, Winter Springs, Florida 32708-2799, hereinafter referred to as "CITY", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

**W I T N E S S E T H:**

**WHEREAS**, the parties entered into the above referenced Agreement with the expectation that the CITY's senior citizen center and therapy pool expansion Project described therein and financed, which was to be completed utilizing COUNTY supplied CDBG funding in the amount of FIVE HUNDRED SEVENTY FIVE THOUSAND AND NO/100 DOLLARS (\$575,000.00); and

**WHEREAS**, COUNTY has determined to commit an additional TWO HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS (\$280,000.00) to facilitate funding of the Project as expanded, modified and explained herein and in Revised Exhibits A-1 and B-1 at an estimated total cost of ONE MILLION ONE HUNDRED NINETY-SEVEN THOUSAND AND NO/100 DOLLARS (\$1,197,000.00) of which COUNTY's contribution of CDBG funding shall now total EIGHT HUNDRED FIFTY-FIVE THOUSAND AND NO/100 DOLLARS (\$855,000.00); and

**WHEREAS**, it is also necessary to extend the project completion date and term of the Agreement for an additional twelve (12) months to December 31, 2007; and

**WHEREAS**, internal reorganization of certain COUNTY departments and divisions now requires that all references pertaining to the division and department responsible for COUNTY's performance under the Agreement be amended to accurately reflect such changes,

**NOW, THEREFORE**, in consideration of the foregoing recitals, mutual understandings and agreements contained herein, the parties hereto agree to amend the Agreement as follows:

1. The foregoing recitals are an integral part of this Agreement and are fully incorporated herein.

2. Section 2 of the Agreement (Definitions) shall be amended by the following revisions to paragraphs (a), (d), (f), and (g) therein and shall henceforth read as follows:

(a) "CD Administrator" means the Community ~~Resources~~ Assistance Division Manager or his/her designee."

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

(f) "~~Planning~~ Community Services Department" means the COUNTY's ~~Planning and Development~~ Community Services Department Director or his/her designee.

(g) "Project" means the construction of a ~~3,670~~ 4,500 gross square foot concrete block addition to CITY's Senior Citizen Center containing a multipurpose room, new game room, a ~~covered~~ an

enclosed, heated therapy pool, changing rooms and thirty-five (35) additional parking spaces, including three (3) reserved for handicapped persons.

3. Section 3 of the Agreement (Statement of Work) is hereby amended to describe the Project as consisting of the representations thereof as reflected in Revised Exhibit A-1, including Revised Attachment A-1 thereto and Revised Exhibit B-1 which shall replace Exhibits A and B of the Agreement. Accordingly, that Section shall henceforth read as follows:

**"Section 3. Statement of Work.**

(a) CITY, in a manner satisfactory to the COUNTY, shall perform all tasks and services described or referred to in ~~Exhibit A~~ Revised Exhibit A-1, including Attachment A-1 thereto, General Scope of Services, attached hereto and incorporated herein by reference. Such services shall be performed, except as otherwise specifically stated herein, by persons or instrumentalities solely under the dominion and control of CITY.

(b) The parties recognize and agree that the purpose of this Agreement is to reimburse the cost of providing professional construction services and infrastructure costs for the Project and that the Agreement is directly related to the implementation of the CDBG Program. Where service expenses are authorized by the COUNTY as set forth in the Project Budget, attached hereto and incorporated herein as ~~Exhibit B~~ Revised Exhibit B-1, those expenses shall be specifically itemized by the type and hours or dollars expended or as otherwise required by applicable laws, rules and regulations. All charges and expenses shall be

specifically and directly related to CITY's implementation of the CDBG Project activity funded under this Agreement and for no other purpose."

4. Section 4 of the Agreement (Term) is hereby amended to read as follows:

"Section 4. Term. The COUNTY shall reimburse CITY for the services described in ~~Exhibit A~~ Revised Exhibit A-1, performed by CITY, up to the limits set forth in Section 5. All such services shall be performed by CITY in accordance with applicable requirements of HUD with reimbursement contingent thereupon. CITY shall perform and complete all Project services described in ~~Exhibit A~~ Revised Exhibit A-1 by no later than December 31, ~~2006~~ 2007, unless the Agreement is otherwise amended or extended by written agreement of the parties as provided hereunder. Notwithstanding the requirements of 24 CFR 570.505 ("Use of real property"), this Agreement shall remain in full force and effect until December 31, 2031, during which time the completed Project may only be used as a Senior Citizen Center.

5. Sections 5(a), (b), (c) and (d) of the Agreement are hereby amended to reflect the references to increased CDBG funding levels provided through this First Amendment and shall read as follows:

"(a) The COUNTY shall reimburse CITY for funds paid to the contractors, subcontractors and vendors selected by CITY to provide goods and services under this Agreement in accordance with the Project Budget, attached hereto as Revised Exhibit B B-1 and incorporated herein by reference. Requests for payment must be submitted on the form attached hereto as Revised Exhibit C C-1, along with other required documentation."

"(b) The COUNTY has allocated ~~FIVE HUNDRED SEVENTY FIVE THOUSAND AND NO/100 DOLLARS (\$575,000.00)~~ EIGHT HUNDRED FIFTY-FIVE THOUSAND AND NO/100 DOLLARS (\$855,000.00) of HUD/CDBG funds for completion of this Agreement. The COUNTY will reimburse CITY for the services rendered under this Agreement up to ~~FIVE HUNDRED SEVENTY FIVE THOUSAND AND NO/100 DOLLARS (\$575,000.00)~~ EIGHT HUNDRED FIFTY-FIVE THOUSAND AND NO/100 DOLLARS (\$855,000.00). In the event that CITY does not require the full amount of ~~FIVE HUNDRED SEVENTY FIVE THOUSAND AND NO/100 DOLLARS (\$575,000.00)~~ EIGHT HUNDRED FIFTY-FIVE THOUSAND AND NO/100 DOLLARS (\$855,000.00), as reflected in the bids received and reviewed by both parties to this Agreement, the CD Administrator reserves the right to reallocate any such remaining, excess, unencumbered or unused funds to other COUNTY HUD funded projects. Any such excess, unused or unencumbered funds shall be returned to COUNTY within thirty (30) days. Both parties acknowledge that the revised total Project is estimated to be ONE MILLION ONE HUNDRED NINETY SEVEN THOUSAND AND NO/100 DOLLARS (\$1,197,000.00). In the event the best bid received is in excess of EIGHT HUNDRED FIFTY-FIVE THOUSAND AND NO/100 DOLLARS (\$855,000.00) and the CITY elects to proceed, CITY shall leverage the full amount of CDBG funding in order to finance the remaining Project costs, including all change orders thereto."

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

"(d) In order to process payment requests, CITY shall submit to the COUNTY a copy of the invoice signed by the entity requesting payment and CITY's Project Manager. Copies of receipts or other acceptable documentation demonstrating incurrence of each expense must be submitted with the invoice, all of which must be accompanied by a completed Request for Payment form, attached as Revised Exhibit C-1 to this Agreement."

6. Section 6(c)(4) of the Agreement is hereby amended to read as follows:

"(4) CITY shall comply with the "Local Relocation and Antidisplacement Policy" (the "Policy") as adopted by the COUNTY. Should CITY's performance during this Agreement necessitate, as determined by applicable Federal regulations, compliance with the Uniform Relocation Assistance and Real Property Act (the "Act"), CITY shall immediately notify COUNTY accordingly. Upon such notification, COUNTY shall implement and administer all requirements of the Policy and the Act pursuant to this Agreement. The parties agree that should the aforementioned occur, COUNTY shall use funds budgeted in ~~Exhibit B~~ Revised Exhibit B-1 to pay for relocation and displacement costs required hereunder."

7. Section 9 of the Agreement is hereby amended to read as follows:

**"Section 9. Reporting Requirements.** CITY shall fully complete and provide to the CD Administrator a monthly report, attached hereto and incorporated herein as Revised Exhibit D-1, summarizing the number of active projects under construction, all bid information and construction summaries. CITY shall provide the monthly reports as part of the financial reimbursement process no later than the fifteenth (15<sup>th</sup>) day of



each month. Failure by CITY to submit a monthly report, ~~(Exhibit D)~~ (Revised Exhibit D-1), shall allow the COUNTY to withhold payment on the next Request For Payment submitted by CITY until the required monthly report is submitted as mandated herein. Further, CITY shall fully complete and provide to the CD Administrator, in a timely manner, an "End of Project Report", attached hereto and incorporated herein as Exhibit E. The COUNTY shall have access to and be provided copies and transcripts of any records necessary in the sole determination of the COUNTY or HUD to accomplish this obligation."

8. Section 12 of the Agreement is hereby amended to read as follows:

**"Section 12. Subcontracts.** All contracts made by CITY to perform the activities described in ~~Exhibit A~~ Revised Exhibit A-1 and Attachment 1 thereto 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~~ Revised Exhibit A-1 and Attachment 1 thereto are authorized by this Agreement. Any further work or services which CITY 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 as restated in the First Amendment thereto."

9. Exhibit A to the Agreement is hereby superseded and replaced in its entirety by Revised Exhibit A-1, including Attachment 1 thereto, attached to this First Amendment.

10. Exhibit B to the Agreement is hereby superseded and replaced in its entirety by Revised Exhibit B-1, attached to this First Amendment.

11. Exhibit C to the Agreement is hereby superseded and replaced in its entirety by Revised Exhibit C-1, attached to this First Amendment.

12. Exhibit D to the Agreement is hereby superseded and replaced in its entirety by Revised Exhibit D-1, attached to this First Amendment.

13. All other portions of the Agreement and its Exhibits not expressly amended or replaced by this First Amendment shall remain in full force and effect and binding upon all of the parties hereto.

14. All articles and descriptive headings of paragraphs in this First Amendment are inserted for convenience only and shall not affect the construction or interpretation hereof.

15. If any one or more of the covenants or provisions of this First Amendment to the Agreement, or amended hereby, 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 this First Amendment to be executed:

ATTEST:

CITY WINTER SPRINGS

\_\_\_\_\_

By: \_\_\_\_\_

ANDREA LORENZO-LUACES, City Clerk

JOHN F. BUSH, Mayor

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

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

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

For the use and reliance  
of Seminole County only.

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

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney  
AWS/lpk  
5/23/06

Attachments:

1. Revised Exhibit A-1 - Scope of Services, including Attachment A-1
2. Revised Exhibit B-1 - Project Budget
3. Revised Exhibit C-1 - Request for Payment
4. Revised Exhibit D-1 - Monthly Report

**REVISED EXHIBIT A-1 with Attachment A-1**

**SCOPE OF SERVICES AND DESCRIPTION OF PROJECT**

**CITY OF WINTER SPRINGS, FLORIDA SENIOR CITIZEN CENTER EXPANSION**

**CDBG 2005-2006**

WINTER SPRINGS shall provide for professional construction services for improvements to the Senior Citizen Center by adding a ~~3,670~~ 4,500 gross square foot addition, 35 additional parking spaces (32 regular and 3 handicapped), and a heated and covered therapy pool on Edgemon Avenue in Winter Springs, Florida. These construction services are being performed to provide improved services and an improved quality of life for the Senior Citizens of Seminole County. Attachment A-1 with its composite of Site Plan, Floor Plan, Elevation Drawings and Artist Rendering are fully incorporated herein by reference.

WINTER SPRINGS shall comply with the requirements of Section 4 of this Agreement by continuing to use the improvements for the purposes specified herein until December 31, 2031.

**TASK ONE:                    DOCUMENTS AND BID PROCESS**

WINTER SPRINGS shall use the Master Plan, and Floor Plan prepared by Starmer Ranaldi Planning and Architecture, Inc. (attached hereto as Attachment A A-1 ~~and Attachment B respectively~~) to prepare construction plans, site plans and specifications for the improvements that are to be performed. Where applicable, WINTER SPRINGS shall have construction drawings and site plans reviewed and approved by the reviewing authorities for the City of Winter Springs and the State of Florida.

WINTER SPRINGS shall apply for and submit copies of all issued building permits and other required permits to the COUNTY.

WINTER SPRINGS shall prepare all documents required for bidding. The document shall be submitted to the COUNTY for review and approval prior to bidding. The COUNTY shall review the documents and incorporate terms and conditions as required by the COUNTY or by Federal requirements.

WINTER SPRINGS shall comply with the requirements of 24 CFR Part 84.44 and OMB Circular A-110 SUBPART C .40-.48 both of which define "Procurement".

**TASK TWO:                    BID RESPONSE REVIEW**

Following the close of the bidding period, the COUNTY and WINTER SPRINGS shall jointly review the bids received. After review, WINTER

SPRINGS shall verify contractor qualifications and COUNTY shall verify that the apparent low and successful bidder is not suspended or debarred from doing business under federally funded contracts.

**TASK THREE: CONTRACTOR SELECTION**

WINTER SPRINGS shall select, with the COUNTY acting in an advisory capacity, the contractors to be awarded the construction, and site work. WINTER SPRINGS shall prepare and negotiate the contracts with the contractors and monitor the performance to meet certain requirements, such as, but not limited to, appropriate contractor licensing, proper insurance coverage, certificates and permits.

**TASK FOUR: PRE-CONSTRUCTION CONFERENCE**

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

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

**TASK FIVE: PROJECT MONITORING & PROGRESS REPORTS**

WINTER SPRINGS shall provide a project manager to monitor the activities. The project manager shall be responsible for responding to all requests by the COUNTY. In accordance with Section 9 of the Agreement, the project manager for WINTER SPRINGS shall provide monthly reports (attached hereto as EXHIBIT D) to the COUNTY by the fifteenth (15th) day of every month.

**TASK SIX: PAYMENT**

WINTER SPRINGS shall receive reimbursement payments from the COUNTY in accordance with Section 5 of the Agreement.

ATTACHMENT A-1

**Winter Springs Senior Center**

**Assembly Hall Expansion and Therapy Pool**

**SITE PLAN "B"**

This plan indicates the following:

1. The design for the Assembly areas is to be the same as in Site Plan "A", as shown in former Attachment A to the Agreement.
2. The parking expansion shall be the same as Site Plan "A", as shown in former Attachment A to the Agreement.
3. The therapy pool area is being modeled after the success of the City of Altamonte Springs therapy pool complex. The new pool facility is 4,500 GSF. It will be fully enclosed and air conditioned. The American Arthritis Association recommends the water temperature to be between 92 and 94 degrees F. This then further justifies enclosing the pool area. The water temps can be better regulated throughout the year if the pool is enclosed. However, sliding glass doors are provided to be opened during mild temperatures and to allow the natural ventilation and the desirable views to the lake side of the park.
4. The pool building enclosure wall/roof composition shall be masonry bearing walls and pre-engineered wood trusses with a standing seam metal roof system to match that of the existing building.
5. The entrance to the new pool complex shall be located on the west side adjacent to the new (35) car parking lot.
6. A new office will be located at the new exterior entrance side of the addition.
7. The pool support facilities are to be:
  - a. a check in and supervision office;
  - b. male and female dressing and shower facilities;

- c. a Therapy Pool training aids storage closet;
- d. rinse showers at the pool deck;
- e. a handicap pool transfer lift and chair;
- f. an ADA ramp into pool;
- g. mainstream stairs into pool;
- h. a massage jets area; and
- i. a below water surface handrail around perimeter of pool.

The estimated construction costs for this scheme are \$1,197,000.00. Please refer to the itemized cost estimate set forth in Exhibit B-1. The attached Floor Plan, Site Plan, Elevation Drawings and Artist Renderings are an integral part of this Attachment A-1.

REVISED EXHIBIT B-1

PROJECT BUDGET

CITY OF WINTER SPRINGS, FLORIDA

CDBG 2005-2006

Activity	Budget
Construction services for improvements to the Senior Citizen Center by adding a 4,500 square foot addition, 35 additional parking spaces (32 regular and 3 handicapped), and a heated and covered therapy pool on Edgemon Avenue in Winter Springs, Florida	
CDBG 2005-2006	\$855,000.00



**REVISED EXHIBIT C-1**  
**CITY OF WINTER SPRINGS, FLORIDA**  
**REQUEST FOR PAYMENT**  
**CDBG 2005-2006**

Subrecipient: City of Winter Springs, Florida  
 Name of Activity: Senior Center Building Addition, Additional Parking, and Therapy Pool  
 Mailing Address: 1126 E. State Road 434  
Winter Springs, Florida 32708-2799  
 Contact Person: Chuck Pula, Director, Parks & Recreation  
 Payment Request No: \_\_\_\_\_ Telephone Number: 407-327-6590

Activity	Original Budget Amount	Payment Amount this Request	Paid To Date	Budget Balance
<b>Construction of Senior Center Building Addition, Additional parking and Therapy Pool</b>	\$855,000.00	\$	\$	\$
<b>TOTAL</b>	\$855,000.00	\$	\$	\$

**Attach a copy of all supporting documentation for this Payment Request**

Estimated Activity Completion Date: \_\_\_\_\_  
 Subrecipient/Interlocal Agreement Required Completion Date: \_\_\_\_\_

Submitted By: \_\_\_\_\_ Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

REVISED EXHIBIT D-1

CITY OF WINTER SPRINGS, FLORIDA

MONTHLY REPORT

CDBG 2005-2006

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

Subrecipient: City of Winter Springs, Florida

Mailing Address: 1126 E. State Road 434

Winter Springs, Florida 32708-2799

Contact Person: Chuck Pula, Director, Parks & Recreation

Telephone: 407-327-6590

NARRATIVE DESCRIPTION OF ACTIVITY STATUS/MILESTONES:

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III. BUDGET STATUS

ACTIVITY	ESTIMATED BUDGET	EXPENSES PAID THIS MONTH	TOTAL EXPENSES PAID TO DATE	OUTSTANDING OBLIGATIONS	BUDGET BALANCE
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Senior Center Building Addition, Additional Parking and Therapy Pool	\$855,000.00	\$	\$	\$	\$	\$
TOTAL	\$855,000.00	\$	\$	\$	\$	\$

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