

SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM

SUBJECT: Seminole County/City of Sanford HUD/CDBG Subrecipient Agreement  
Program Year 2005-2006

DEPARTMENT: Planning and Development DIVISION: Community Resources

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

Agenda Date: <u>11/15/2005</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 a Seminole County/City of Sanford HUD/CDBG Subrecipient Agreement, Program Year 2005-2006.

(District 5-Carey)

**BACKGROUND:**





On August 9, 2005, the Board of County Commissioners (Board) approved the submission of the Five-Year 2005-2009 Consolidated Plan and the One-Year 2005-2006 Action Plan (Plans) to the US Department of Housing and Urban Development (HUD). HUD has approved the Plans.

In the 2005-2006 One-Year Action Plan, the Board approved Community Development Block Grant funding in the amount of \$530,000.00 to the City of Sanford for professional construction services for Phase I improvements to mitigate flooding and drainage experienced in the Cloud Branch stormwater drainage system in Goldsboro. Improvements include re-grading approximately 1/2 mile of drainage channel, replacement of box culverts and a new 2.8 acre stormwater pond and ditch enclosure.

**Staff Recommendation:**

Staff recommends the Board approve and authorize the Chairman to execute the attached Subrecipient Agreement.

Attachment: Seminole County/City of Sanford HUD/CDBG Subrecipient Agreement, Program Year 2005-2006

Reviewed by:	
Co Atty:	_____
DFS:	_____
Other:	
DCM:	
CM:	
File No.	<u>cpdc09</u>

SEMINOLE COUNTY/CITY OF SANFORD  
HUD/CDBG SUBRECIPIENT AGREEMENT  
PROGRAM YEAR 2005-2006

**THIS AGREEMENT**, entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," and the **CITY OF SANFORD**, a Florida municipality, whose mailing address is P.O. Box 1788, Sanford, Florida 32772-1788, hereinafter referred to as "SANFORD".

**WHEREAS**, COUNTY has made application effective October 1, 2005, 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) Part 570; and

**WHEREAS**, pursuant to the HUD application, the COUNTY shall undertake certain activities to develop a viable community, including, but not limited to, a suitable living environment and improved quality of life, principally for persons of low and moderate income, as described in the CDBG Program application; and

**WHEREAS**, SANFORD shall provide professional construction services for the Phase I improvements to the Cloud Branch storm water drainage system serving the Goldsboro neighborhood within the City of Sanford to benefit the Low and Moderate income residents therein, all as described in Exhibits "A" and "B" to this Agreement; and

WHEREAS, COUNTY and SANFORD have both determined that it serves a desirable and needed public purpose to proceed with the improvement program by entering into this interlocal Agreement; and

WHEREAS, the COUNTY has allocated FIVE HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS (\$530,000.00) of HUD/CDBG funds for the Project for the 2005-2006 Program Year,

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

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

**Section 2. Definitions.**

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

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

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

(d) "County Approval" means written approval by the Planning Director, CD Administrator, or their designee.

(e) "Low and Moderate Income" means gross household income not to exceed eighty percent (80%) of the median family income within the Orlando Metropolitan Statistical Area during the term of this Agreement.

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

(g) "Project" means the construction of the Phase I improvements to the storm water drainage system serving the Goldsboro neighborhood within the incorporated limits of SANFORD. Such improvements shall be performed in accordance with the construction plans dated October 27, 2004 and prepared by CPH Engineers, Inc.

**Section 3. Statement of Work.**

(a) SANFORD, in a manner satisfactory to the COUNTY, shall perform all tasks and services described or referred to in Exhibit "A", 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 SANFORD.

(b) The parties recognize and agree that the purpose of this Agreement is to reimburse the cost of providing professional construction services for the Project and that this Agreement is directly related to the implementation of the CDBG Program. Where service expenses are authorized by the COUNTY as set forth in the Project Budget, attached hereto and incorporated herein as "B", 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 SANFORD's implementation of the CDBG Project activity funded under this Agreement and for no other purpose.

**Section 4. Term.** The COUNTY shall reimburse SANFORD for the services described in Exhibit "A", performed by SANFORD up to the limits set forth in Section 5. All such services shall be performed by SANFORD

in accordance with applicable requirements of HUD with reimbursement contingent thereupon. SANFORD shall perform and complete all Project services described in Exhibit "A" by no later than December 31, 2006, unless this Agreement is otherwise amended or extended by written agreement of the parties as provided hereunder.

**Section 5. Payments.**

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

(b) The COUNTY has allocated FIVE HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS (\$530,000.00) of HUD/CDBG funds for completion of this Agreement. The COUNTY will reimburse SANFORD for the services rendered under this Agreement up to FIVE HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS (\$530,000.00). In the event that SANFORD does not require the full amount of FIVE HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS (\$530,000.00), 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.

(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 SANFORD's City Manager and the CD Administrator.

(d) In order to process payment requests, SANFORD shall submit to the COUNTY a copy of the 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 original or true and correct copies of invoices, all of which must accompany completed Request for Payment form, attached as Exhibit "C" to this Agreement.

(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) Within thirty (30) days after completion of all services to be performed under this Agreement, 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 COUNTY within said thirty (30) day period. However, such time period may be extended at the discretion of the COUNTY for one (1) additional thirty (30) day period by written notice to SANFORD, provided that any

delay in submission is not occasioned by fault or negligence of SANFORD, as determined by the COUNTY.

(g) Any goods or services not allotted in the Project Budget, or not undertaken in compliance with this Agreement, shall not only be reimbursed by the COUNTY unless the CD Administrator has issued prior, written approval of such goods or services.

(h) SANFORD shall utilize the funds awarded to it by the State of Florida from the State's Clean Water Revolving Fund in an amount of not less than FIVE HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS (\$530,000.00) as leveraged funding in conjunction with the HUD/CDBG funding provided in this Agreement for completion of the Project. Appropriate documentation of sufficient leveraging shall be provided to COUNTY prior to the award of any construction contracts by SANFORD.

(i) CITY shall not be reimbursed for any acquisition, purchase, donation, or receipt of any interest in real property, or benefits derived from an owner of any real property, unless CITY has first received written authorization from the CD Administrator. Any such activities utilizing funds derived under this Agreement without COUNTY approval is strictly prohibited and may result in termination of this Agreement. Additionally, any such activity undertaken by CITY shall minimize the displacement of persons per the requirements specified in Sections 6(b)(vii) and 6(c)(4) of this Agreement.

**Section 6. Compliance With Federal, State, and Local Law and Regulations.** SANFORD shall comply with all Federal, State, and local laws and regulations in its performance of this Agreement. It is further

understood that the following are laws and regulations which will directly govern implementation of this Agreement:

**(a) Uniform Administrative Requirements:** 24 CFR, Section 570.610 imposing uniform administrative requirements and cost principles on recipients and subrecipients, including particularly, as contained in 24 CFR Parts 84 and 85; 24 CFR Section 570.502; United States Office of Management and Budget ("OMB") Circulars A-87 ("Cost Principles For State, Local and Indian Tribal Governments"), A-102 ("Grants and Cooperative Agreements With state and Local Governments") and A-133 ("Audits of State and Local Governments and Non- Profit Organizations").

**(b) Other Federal Program Requirements:** SANFORD shall also comply with the remaining regulations in 24 CFR 570, Subpart K (§§ 570.600-570.614, both inclusive). Said regulations shall include the following Sections:

(i) 570.600 - Decrees that the Secretary of HUD will apply the provisions of Subpart K as being applicable to all grants made under the CDBG program.

(ii) 570.601 - Requires adherence to Public Law 88-352, ("1964 Civil Rights Law"), Public Law 90-284 ("1968 Civil Rights Act of 1968"), and Executive Order 11063 ("Equal Opportunity in Housing");

(iii) 570.602 - Prohibits discrimination on the basis of race, sex or age for activities under the program;

(iv) 570.603 - Requires adherence to the labor standards embodied in the Davis-Bacon Act and the Contract Work Hours and Safety Standards Act in accordance with Section 110 of Title I of The Housing and Community Development Act, i.e., 42 U.S.C. 5301, et seq. (the "Act").



(v) 570.604 - Refers grant recipients to Section 104(g) of the Act and 24 CFR Part 58 for those regulations and procedures aimed at furthering the purposes of the National Environmental Policy Act of 1969. The foregoing notwithstanding, 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 an 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.

(vi) 570.605 - Governs participation in the National Flood Insurance Program pursuant to Aection 202(a) of the Flood Disaster Protection Act of 1973 and 44 CFR Parts 59 through 79.

(vii) 570.606 - Requires that grant recipients and subrecipients adopt and utilize policies that best assure minimizing displacement of persons, families, businesses, farms and non-profit organizations from areas of grant funded, rehabilitation activities pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601-4655.

(viii) 570.607 - Applies Executive Orders 13279 as well as 11246, the latter being amended by Executive Orders 11375, 11478, 12086 and 12107 prohibiting racial, gender, ethnic or religious discrimination in employment during the performance of federally assisted construction projects.

(ix) 570.608 - Applies the Lead Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846) and the Residential Lead Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§ 4851-4856) to all grant funded activities.

(x) 570.609 - Prohibits the use of debarred, suspended or ineligible contractors or other subrecipients on grant funded projects.

(xi) 570.611 - Establishes the bidding requirements, the code of conduct and conflict of interest provisions applicable for the procurement of goods and services and post award contract administration relative to activities funded under 24 CFR Part 570.

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

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

(xv) 570.614 - Requires that any public buildings and other facilities constructed with CDBG funds be compliant with the Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157) and the Americans with Disabilities Act (42 U.S.C. § 12131 and 47 U.S.C. §§155, 201, 218 and 225).

**(c) Compliance With State and Local Laws and Regulations:** During the execution and implementation of this Agreement, SANFORD shall comply with all applicable State and local laws, regulations and ordinances, including, but not limited to the following:

(1) Chapter 112, Part III, Florida Statutes - "Code of Ethics for Public Officers and Employees". SANFORD shall not engage in any actions under this Agreement that would create a conflict of interest for itself or involving any of its employees pursuant to Section 112.312(15), Florida Statutes.

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

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

(4) SANFORD shall comply with the "Local Relocation and Antidisplacement Policy" (the "Policy") as adopted by the COUNTY. Should SANFORD's performance during this Agreement necessitate, as determined by applicable Federal regulations, compliance with the Uniform Relocation Assistance and Real Property Act (the "Act"), SANFORD 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" to pay for relocation and displacement costs required hereunder.

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

**Section 8. Management Assistance.** The CD Administrator shall be available to SANFORD to provide guidance on HUD requirements.

Section 9. Reporting Requirements. SANFORD shall fully complete and provide to the CD Administrator a monthly report, attached hereto and incorporated herein as Exhibit "D", summarizing the activities and progress of the Project under construction and all bid information and construction summaries. SANFORD shall provide the monthly reports as part of the financial reimbursement process no later than the 15<sup>th</sup> day of each month. Failure by SANFORD to submit a monthly report (Exhibit "D") shall allow the COUNTY to withhold payment on the next Request For Payment submitted by SANFORD until the required monthly report is submitted as mandated herein. The COUNTY shall have access to, and be provided copies and transcripts of, any records necessary in the sole determination of the COUNTY or HUD to accomplish this obligation.

Section 10. Maintenance of Records.

(a) SANFORD shall maintain all records required by Federal, State and local laws, rules and regulations for a period of no less than five (5) years from the date of the final Project audit or such longer period as may be required by Federal or State law. This requirement shall include:

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

(2) Financial records regarding the following:

(A) invoices, receipts and cancelled checks of all items purchased by 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 name, position, number of hours and total labor costs.

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

(b) 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. Because SANFORD shall receive more than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) from all Federal sources pursuant to this Agreement, such auditing procedures shall be undertaken in compliance with OMB 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 this 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 this Agreement made by any Federal, State or local agency.

**Section 11. Liability.** Except for any payment specifically set forth herein, the COUNTY shall not be liable to any person, firm, entity or corporation in connection with the services 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 12. 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 this 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 13. 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 this 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.

(c) The provisions of Section 768.28, Florida Statutes, shall govern matters of liability for both parties and nothing in this Agreement shall be construed as a waiver of the sovereign immunity of either party beyond the amount expressed in the statute.

**Section 14. 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 this Agreement against property damage or loss, human injury and other casualty.

**Section 15. Non-Assignability.** Neither party shall assign this Agreement without the prior written consent of the other in a document of equal dignity herewith.

**Section 16. Headings.** All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

**Section 17. Program Income.** In the event that any program income is received by SANFORD as a direct result of the investment of any COUNTY

funds awarded under this Agreement during or after the term of this Agreement, SANFORD shall immediately render such program income to the COUNTY for proper accounting in the CDBG fund.

**Section 18. 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 19. 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 after receiving the express approval of the COUNTY, with HUD funds in excess of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) shall be governed by 24 CFR Sections 570.503(7) and 24 CFR 85.31 and if such property is sold to another party, the provisions of 24 CFR 570.504(4) and (5) and 24 CFR 570.505(c) shall also apply with respect to income derived therefrom.

**Section 20. Suspension and Termination.** In accordance with 24 CFR Sections 84.60-62, the COUNTY may immediately suspend or terminate any term or condition hereunder. Notice thereof shall be provided pursuant to this Agreement. This Agreement may also be terminated for reasons of



enforcement or convenience in accordance with 24 CFR Sections 85.43 and 85.44, or for cause by the COUNTY.

**Section 21. Breach.** Any failure to comply with the Scope of Services or other terms of this Agreement, including particularly, the timely performance and completion of the Project by the date specified in Section 4 hereof, shall constitute a breach of this Agreement.

**Section 22. Enforcement of Agreement and Remedies.** Upon determination that a breach has occurred, the COUNTY reserves all legal and equitable rights to enforce this Agreement and/or recover any monies paid to SANFORD pursuant to this Agreement. Specifically and additionally, the COUNTY shall have the following available remedies:

- (a) immediately terminate this 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 this Agreement;
- (e) require specific performance of this 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 23. 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 SANFORD 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 SF-LLL) or its equivalent as approved by the Office of Management and Budget.

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

**For COUNTY:**

CD Administrator  
Community Development Office  
1101 East First Street  
SANFORD, Florida 32771

**For SANFORD:**

City Manager  
City of Sanford  
P.O. Box 1788  
Sanford, Florida 32772-1788

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

**Section 25. Entire Agreement, Effect on Prior Agreement.** This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings and agreements, if any, between the parties relating to the subject matter of this Agreement.

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

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

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

ATTEST:

CITY OF SANFORD

\_\_\_\_\_  
JANET DOUGHERTY, City Clerk

By: \_\_\_\_\_  
LINDA KUHN, 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  
10/19/05  
Sanford HUD CDBG

Attachments:

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

**EXHIBIT A**  
**SCOPE OF SERVICES**  
**CITY OF SANFORD, FLORIDA**  
**CDBG 2005-2006**

SANFORD shall provide for professional construction services for Phase I improvements to the Cloud Branch Drainage System in the Goldsboro area within Sanford. These construction services are being performed to provide enhanced storm water drainage in a Sanford neighborhood area predominantly occupied by low/moderate income persons.

Phase I improvements will be performed in accordance with the Construction Plans dated 10/27/2004 and prepared by CPH Engineers, Inc.

Prior to award of a construction contract by SANFORD, SANFORD shall provide COUNTY with appropriate documentation to demonstrate that sufficient funds and or services have been secured from the State of Florida Clean Water State Revolving Fund in an amount no less than FIVE HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS (\$530,000.00). SANFORD may leverage funds for this project in an amount higher than the previously required amount.

**TASK ONE: DOCUMENTS AND BID PROCESS**

SANFORD shall use the Construction Plans and the Project Manual prepared by CPH Engineers, Inc. to perform its construction services. SANFORD shall have construction drawings and site plans reviewed and approved by the reviewing authorities for the City of Sanford and if applicable the State of Florida.

SANFORD shall apply for and submit copies of all issued permits (City of Sanford, Florida Department of Environmental Protection, St. Johns River Water Management District, etc.) to the COUNTY.

SANFORD 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.

SANFORD shall comply with the requirements of 24 CFR Part 85.36 "Procurement" sections (b), (c), (d), (e), (f), (g), (h), and (i).

**TASK TWO: BID RESPONSE REVIEW**

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

**TASK THREE: CONTRACTOR SELECTION**

SANFORD shall select with the COUNTY acting in an advisory capacity, the contractors to be awarded the construction and site work. SANFORD 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**

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

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

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

SANFORD 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 SANFORD shall provide monthly reports (attached hereto as EXHIBIT D) to the COUNTY by the fifteenth (15th) day of every month.

**TASK SIX: PAYMENT**

SANFORD shall receive payment from the COUNTY in accordance with Section 5 of the Agreement.

**EXHIBIT B**  
**PROJECT BUDGET**  
**CITY OF SANFORD, FLORIDA**  
**CDBG 2005-2006**

Activity	Budget
Construction services for Phase I improvements to the Cloud Branch Drainage System in the Goldsboro area within Sanford.  CDBG 2005-2006	\$530,000.00

**EXHIBIT C**  
**CITY OF SANFORD, FLORIDA**  
**REQUEST FOR PAYMENT**

**CDBG 2005-2006**

Subrecipient: City of Sanford, Florida

Name of Activity: Phase I Cloud Branch Drainage Improvements

Mailing Address: PO Box 1788  
Sanford, Florida 32772-1788

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

Payment Request No: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Activity	Original Budget Amount	Payment Amount this Request	Paid To Date	Original Budget Balance
Phase I construction services for drainage improvements to the Cloud Branch Drainage System	\$530,000.00	\$	\$	\$
<b>TOTAL</b>	\$530,000.00	\$	\$	\$

**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: \_\_\_\_\_



**EXHIBIT D**  
**CITY OF SANFORD, FLORIDA**  
**MONTHLY REPORT**  
**CDBG 2005-2006**

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

Subrecipient: City of Sanford, Florida

Mailing Address: PO Box 1788

Sanford, Florida 32772-1788

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

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

I. 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
Phase I construction services for drainage improvements to the Cloud Branch Drainage System	\$530,000.00	\$	\$	\$	\$
TOTAL	\$530,000.00	\$	\$	\$	\$

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