

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

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

DEPARTMENT: Planning and Development DIVISION: Community Resources

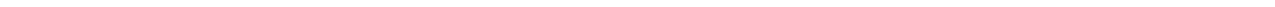
AUTHORIZED BY: Dan Matthys  CONTACT: Robert Heenan  EXT. 7380

Agenda Date: 11/15/2005 Regular Consent Work Session Briefing
Public Hearing – 1:30 Public Hearing – 7:00

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Seminole County/City of Winter Springs HUD/CDBG Subrecipient Agreement, Program Year 2005-2006.

(County-wide)



BACKGROUND:

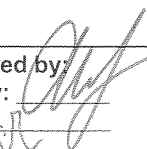
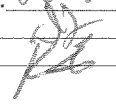
On August 9, 2005, the Board of County Commissioners (Board) approved the submission of the Five-Year 2005-2009 Consolidated Plan and the One-Year 2005-2006 Action Plan (Plans) to the US Department of Housing and Urban Development (HUD). HUD has approved the Plans.

In the 2005-2006 One-Year Action Plan, the Board approved Community Development Block Grant funding in the amount of \$575,000.00 to the City of Winter Springs for improvements to the Senior Center. The improvements will assist in meeting the increased County-wide needs of senior citizens. Improvements include a 3,670 square foot concrete block addition to the building, 35 additional parking spaces and a heated and covered therapy pool.

Staff Recommendation:

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

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

Reviewed by: 
Co Atty: _____
DFS: _____
Other: _____
DCM: _____
CM: 
File No. cpdc08

SEMINOLE COUNTY/CITY OF WINTER SPRINGS
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 WINTER SPRINGS, a Florida municipality, whose address is 1126 E. State Road 434, Winter Springs, Florida 32708-2799, hereinafter referred to as "CITY".

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 and elder citizens sixty-two (62) years of age and older, as described in the CDBG Program application; and

WHEREAS, the COUNTY and CITY previously entered into that certain Seminole County/City of Winter Springs Infrastructure Improvements HUD/CDBG Subrecipient Agreement, Program Year 2002-2003, which heretofore provided ONE HUNDRED TWENTY-NINE THOUSAND AND NO/100 DOLLARS

(\$129,000.00) of funding for other improvements to the CITY's Senior Citizen Center; and

WHEREAS, COUNTY and CITY have both determined that it serves a desirable and needed public purpose to fund additional improvements and facilities for the CITY's Senior Citizen Center; and

WHEREAS, the COUNTY has allocated an additional FIVE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$575,000.00) 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 a 3,670 square foot concrete block addition to CITY's Senior Citizen Center containing a multipurpose room, new game room, a covered, heated therapy pool, changing rooms and thirty-five (35) additional parking spaces, including three (3) reserved for handicapped persons.

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, 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 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, 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.

Section 4. Term. The COUNTY shall reimburse CITY for the services described in Exhibit A, 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 by no later than December 31, 2006, 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.

Section 5. Payments.

(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 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 SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$575,000.00) 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). In the event that CITY does not require the full amount of FIVE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$575,000.00), 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 CITY, its contractors, subcontractors or vendors until all goods and services rendered are invoiced and approved in writing by the City Manager of CITY 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 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 CITY, 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, CITY 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 CITY 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 CITY, provided that any delay in submission is not occasioned by fault or negligence of the CITY, as determined by the COUNTY.

(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) 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 fully comply with the Uniform Administrative Requirement specified in Section 6(b)(vii) of this Agreement.

Section 6. Compliance With Federal, State, and Local Law and Regulations. CITY 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: CITY 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, CITY 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, CITY is not exempt from performing site-specific environmental reviews in accordance with State and local regulations, nor is CITY released from any environmental pollution that it may cause or have caused and CITY shall assume full liability therefore.

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

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

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

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

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

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

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

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

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

(c) Compliance With State and Local Laws and Regulations: During the execution and implementation of this Agreement, CITY 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". CITY 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) 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 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 CITY.

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

Section 9. Reporting Requirements. CITY shall fully complete and provide to the CD Administrator a monthly report, attached hereto and incorporated herein as Exhibit D, 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 (15th) day of

each month. Failure by CITY to submit a monthly report (Exhibit D) 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.

Section 10. Maintenance of Records.

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

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

(2) Financial records regarding the following:

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

(B) Bills and invoices for all services purchased by CITY 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) CITY 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 CITY 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 Management and Budget Circular A-133 and provided to the CD Administrator in a timely manner.

(c) All records and contracts, of whatsoever type or nature, required by the Agreement shall be available for audit, inspection and copying in accordance with Chapter 119, Florida Statutes. The COUNTY shall have the right to obtain and inspect any audit or other documents pertaining to the performance of the Agreement made by any Federal, State or local agency.

Section 11. Liability. Except for any payment specifically set forth herein, the COUNTY shall not be liable to any person, firm, entity or corporation in connection with the services CITY has agreed to perform hereunder, or for debts or claims accruing to such parties against CITY. 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 CITY as a result of this Agreement, including the contractors, subcontractors and vendors who may from time-to-time be employed by CITY.

Section 12. Subcontracts. All contracts made by CITY 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 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.

Section 13. Indemnification.

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

Section 14. Insurance. CITY shall ensure that its insurance coverage or self-insurance program, and the insurance coverage of its contracted agents, conforms to and complies with all applicable Federal, State and local regulations and is adequate and sufficient to insure all activities performed pursuant to the Agreement against property damage or loss, human injury and other casualty.

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

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

Section 17. Program Income. In the event that any program income is received by CITY as a direct result of the investment of any COUNTY funds awarded under this Agreement during or after the term of the Agreement, CITY 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 CITY 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, CITY 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 CITY 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 CRFR 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 the Agreement. The 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 CITY 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 CITY;
- (d) Demand CITY 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 CITY's real or personal property. To create such a lien, the COUNTY shall send a letter to CITY demanding refund of any monies expended to CITY pursuant to this Agreement. Said letter shall be recorded in the public records of Seminole County and thereafter shall constitute a lien upon CITY's real and personal property.

Section 23. Certification Regarding Lobbying. CITY 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, CITY 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
CITY, Florida 32771

For CITY:

City Manager
City of Winter Springs
1126 E. S.R. 434
Winter Springs, Florida 32708-2799

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

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

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

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

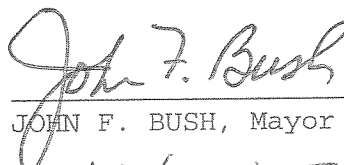
IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed:

ATTEST:

CITY WINTER SPRINGS



ANDREA LORENZO-LUACES, City Clerk

By: 

JOHN F. BUSH, Mayor
Date: 10/27/05

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
10/10/05 10/13/05
Winter Springs HUD CDBG

Attachments:

1. Exhibit A - Scope of Services, including Attachments A and B
2. Exhibit B - Project Budget
3. Exhibit C - Request for Payment
4. Exhibit D - Monthly Report
4. Exhibit E - End of Project Report

EXHIBIT A

SCOPE OF SERVICES

CITY OF WINTER SPRINGS, FLORIDA

CDBG 2005-2006

WINTER SPRINGS shall provide for professional construction services for improvements to the Senior Citizen Center by adding a 3,670 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.

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 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.

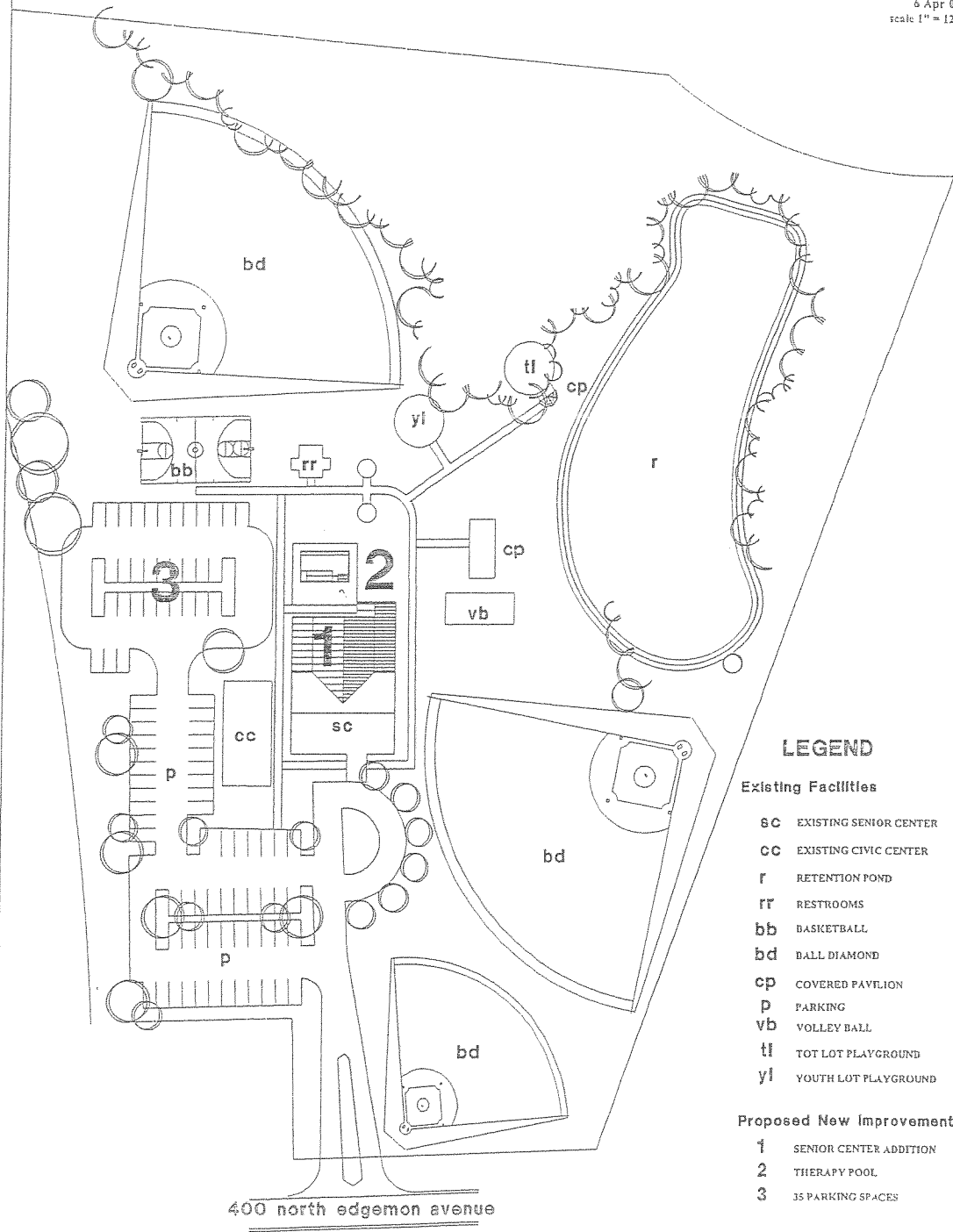
TASK SIX: PAYMENT

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

Senior Center at Sunshine Park

City of Winter Springs

6 Apr 05
scale 1" = 120'



LEGEND

Existing Facilities

- SC EXISTING SENIOR CENTER
- CC EXISTING CIVIC CENTER
- R RETENTION POND
- RR RESTROOMS
- BB BASKETBALL
- BD BALL DIAMOND
- CP COVERED PAVILION
- P PARKING
- VB VOLLEY BALL
- TL TOT LOT PLAYGROUND
- YL YOUTH LOT PLAYGROUND

Proposed New Improvements

- 1 SENIOR CENTER ADDITION
- 2 THERAPY POOL
- 3 35 PARKING SPACES

400 north edgemon avenue

NORTH

master plan



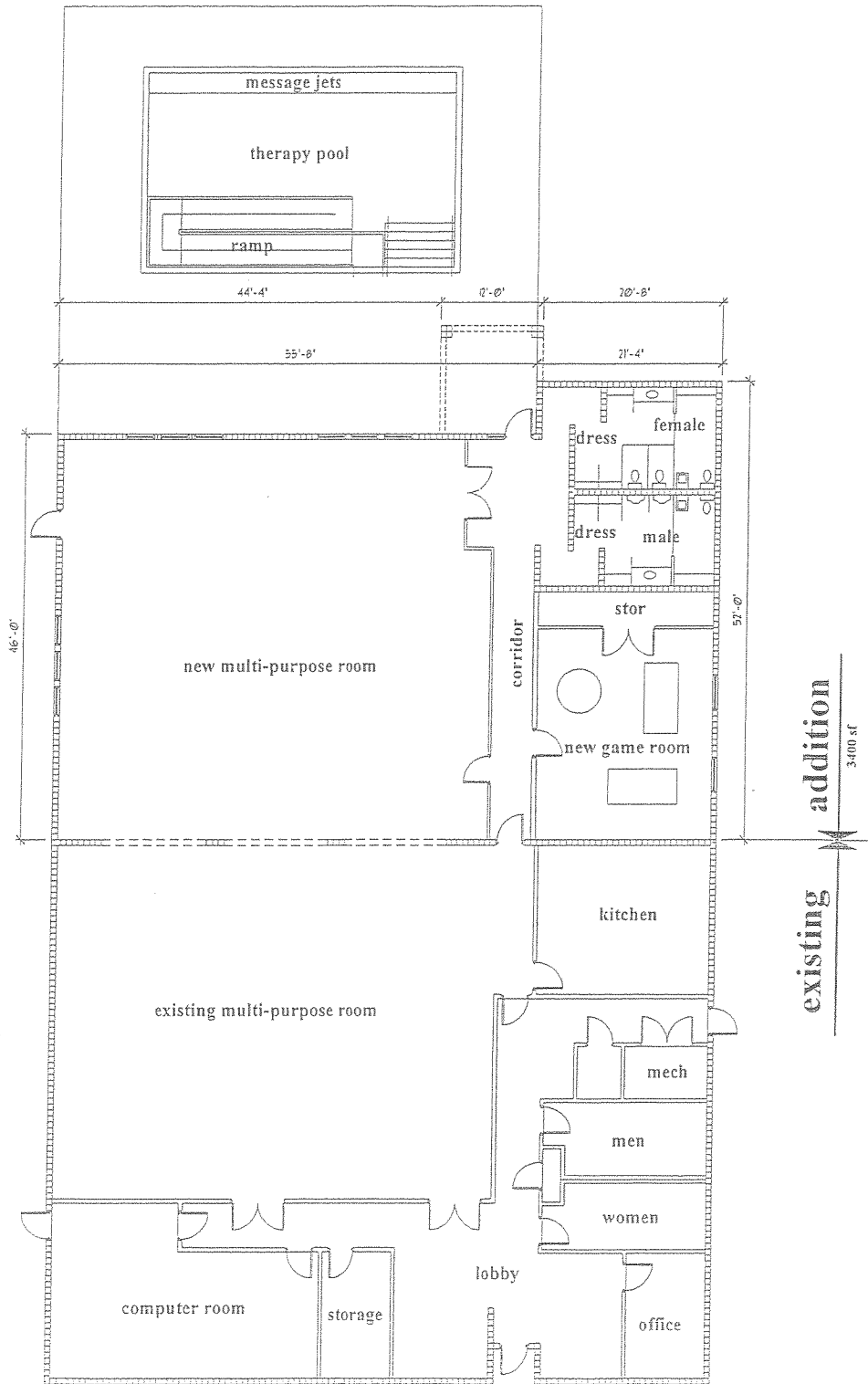
Starnes Ranaldi
Planning and Architecture Inc



Senior Center at Sunshine Park

City of Winter Springs

2 May 05
scale 1" = 20'



floor plan



EXHIBIT B

PROJECT BUDGET

CITY OF WINTER SPRINGS, FLORIDA

CDBG 2005-2006

Activity	Budget
Construction services for improvements to the Senior Citizen Center by adding a 3,670 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	\$575,000.00

EXHIBIT C
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
Construction of Senior Center Building Addition, Additional parking and Therapy Pool	\$575,000.00	\$	\$	\$
TOTAL	\$575,000.00	\$	\$	\$

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 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:

III. BUDGET STATUS

ACTIVITY	ESTIMATED BUDGET	EXPENSES PAID THIS MONTH	TOTAL EXPENSES PAID TO DATE	OUTSTANDING OBLIGATIONS	BUDGET BALANCE
Senior Center Building Addition, Additional Parking and Therapy Pool	\$575,000.00	\$	\$	\$	\$
TOTAL	\$575,000.00	\$	\$	\$	\$

Signed: _____

EXHIBIT E

CITY OF WINTER SPRINGS, FLORIDA

END OF PROJECT REPORT

CDBG 2005-2006

Subrecipient: City of Winter Springs, Florida.

Type of service provided: Building Addition, Additional Parking and Therapy Pool

Total number of people served: _____

No. of Household / Persons Assisted	Low and Moderate Income Elderly	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: _____