

SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM

SUBJECT: 1<sup>st</sup> Amendment to Oviedo Infrastructure Improvements Agreement

DEPARTMENT: Planning & Development DIVISION: Community Resources

AUTHORIZED BY: Donald S. Fisher CONTACT: Buddy Balagia EXT. 7379

Agenda Date <u>12/9/03</u>	Regular <input type="checkbox"/>	Consent <input checked="" type="checkbox"/>	Work Session <input type="checkbox"/>	Briefing <input type="checkbox"/>
	Public Hearing – 1:30 <input type="checkbox"/>		Public Hearing – 7:00 <input type="checkbox"/>	

**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute the 1<sup>st</sup> Amendment to the Interlocal Agreement with the City of Oviedo for Phase 3 infrastructure improvements to the Avenue B target area of Oviedo.

District 2 – Randy Morris

Buddy Balagia – Project Manager

**BACKGROUND:**

On October 10, 2002 the Board executed an Interlocal Agreement with the City of Oviedo to provide funding to make infrastructure improvements to several streets in the Avenue B target area of Oviedo. Funding was provided from the County's CDBG Program in the amount of \$186,000, and the City provided an additional \$61,997 to leverage the County's funding.

During preliminary engineering design of the improvements, a local nonprofit housing developer approached the City and requested that the design be revised to accommodate the developer's plans to build several affordable housing units in the same area. The City agreed, but the plan revisions delayed the project for several weeks.

The Agreement requires completion of the project by December 31, 2003, but City requested an extension. Staff concurs with the request, and the attached Amendment grants an extension through February 28, 2004. The Amendment was prepared by the County Attorney's Office and was approved by the Oviedo City Commission on November 17, 2003.

Reviewed by:	<i>[Signature]</i>
Co Atty:	<i>[Signature]</i>
DFS:	<i>[Signature]</i>
Other:	<i>[Signature]</i>
DCM:	<i>[Signature]</i>
CM:	<i>[Signature]</i>
File No. -cpdc03	

FIRST AMENDMENT TO  
SEMINOLE COUNTY/CITY OF OVIEDO  
INTERLOCAL AGREEMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
PROGRAM YEAR 2002-2003

THIS FIRST AMENDMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003, and is to that certain Interlocal Agreement dated October 10, 2002 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 OVIEDO, a municipality incorporated under the laws of the State of Florida, whose mailing address is 400 Alexandria Boulevard, Oviedo, Florida 32765, hereinafter referred to as "OVIEDO".

WHEREAS, COUNTY and CITY have heretofore entered into that certain Seminole County/City of Oviedo Interlocal Agreement Community Development Block Grant Program, Program year 2002-2003 (the "Agreement"); and

WHEREAS, COUNTY and CITY have mutually determined that it is necessary to amend the Agreement for the purpose of extending the time frame for CITY to perform all the required services specified in the Agreement and in Exhibit "A" thereto:

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, CITY and COUNTY agree to amend the Agreement as follows:

1. Section 4 of the Agreement is hereby amended to provide for a two (2) month extension of the deadline for CITY'S performance of the required services. Accordingly, Section 4 of the Agreement shall henceforth read as follows:

Section 4. Term. The COUNTY shall reimburse OVIEDO for the services described in Exhibit "A," performed by OVIEDO up to the limits set forth in Section 5. All such services shall be performed by OVIEDO in accordance with applicable requirements of HUD with reimbursement contingent thereupon. OVIEDO shall perform all services described in Exhibit "A," on or before February 28, 2004, unless the Agreement is otherwise amended or extended by written agreement of the parties as provided hereunder. The Agreement shall be effective upon execution by both parties. Any requirements set forth in Sections 6, 13, 14, 18 and 22 hereunder shall survive the term of the Agreement as a whole."

2. Section 29 of the Agreement is hereby amended to make a conforming change to reference the Agreement, as amended, and shall henceforth read as follows:

Section 29. Entire Agreement, Effect on Prior Agreement. This Agreement, as amended, 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 the Agreement, as amended.

3. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

IN WITNESS WHEREOF, the CITY and the COUNTY hereto have executed this instrument for the purpose herein expressed.

ATTEST:

CITY OF OVIEDO, FLORIDA

\_\_\_\_\_  
BARBARA J. BARBOUR, City Clerk

By: \_\_\_\_\_  
THOMAS G. WALTERS, Mayor

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

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
City Attorney

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
DARYL G. MCLAIN, Chairman

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

For the use and reliance  
of Seminole County only.

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

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

## EXHIBIT A

### GENERAL SCOPE OF SERVICES

OVIEDO shall provide for professional construction services to ensure the proper sanitary sewer, drainage, paving and associated improvements to the area identified on the attached Map (also Exhibit A).

**NOTICE:** The acquisition of real property, whether through purchase, donation or any other method of real property transfer or the granting of rights or privileges, may require compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. **THEREFORE, OVIEDO shall not acquire nor negotiate the purchase or donation or receive the benefits of the receipt of rights or privileges by a real property owner of any real property or any interest in real property without first seeking consultation with the COUNTY. LACK OF COMPLIANCE BY OVIEDO TO FIRST SEEK CONSULTATION WITH THE COUNTY SHALL AUTOMATICALLY TERMINATE THIS AGREEMENT.**

#### **TASK ONE: DOCUMENTS**

OVIEDO 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.

#### **TASK TWO: BID ADVERTISEMENT**

OVIEDO shall properly advertise bids and provide contractors a specific response period. All procurement of labor, materials and services shall comply, at a minimum, with *24 CFR Part 85* pursuant to the Federal Office of Management and Budget (OMB) Circular A-87, as revised and amended.

#### **TASK THREE: BID RESPONSE REVIEW**

Following the close of the bidding period, the COUNTY and OVIEDO shall jointly review the bids received. After review, OVIEDO shall review contractor qualifications and make appropriate bid and contract award.

#### **TASK FOUR: CONTRACTOR SELECTION**

OVIEDO shall select the contractor to be awarded the construction work. OVIEDO shall prepare and negotiate the contract with the contractor and monitor the performance to meet certain requirements, such as, but not limited to, certificates and permits. OVIEDO shall facilitate, in cooperation with the COUNTY, any requirements necessary for the COUNTY to comply with Federal guidelines.

## **TASK FIVE: PRE-CONSTRUCTION CONFERENCE**

OVIEDO and the COUNTY shall hold a pre-construction conference at OVIEDO City Hall with the contractor, subcontractors, private utilities representatives, city representatives and other appropriate persons for the purpose of:

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

## **TASK SIX: CONSTRUCTION MONITORING**

OVIEDO shall provide a project manager to monitor and inspect the construction activities. The project manager shall be responsible for responding to all reasonable requests by the COUNTY or contractor. The project manager or his/her designee shall be the liaison to the COUNTY.

## **TASK SEVEN: PROGRESS REPORTS**

OVIEDO'S project manager or his/her designee shall provide monthly written progress reports to the COUNTY by the fifteenth (15th) day of every month. If Monthly Reports are not submitted to COUNTY as required, this shall be cause for the COUNTY to deny and withhold payment until the submission of Monthly Reports are brought to a current status.

## **TASK EIGHT: PROJECT SUMMARY**

OVIEDO shall prepare a written summary for the COUNTY, to complete documentation of the project.

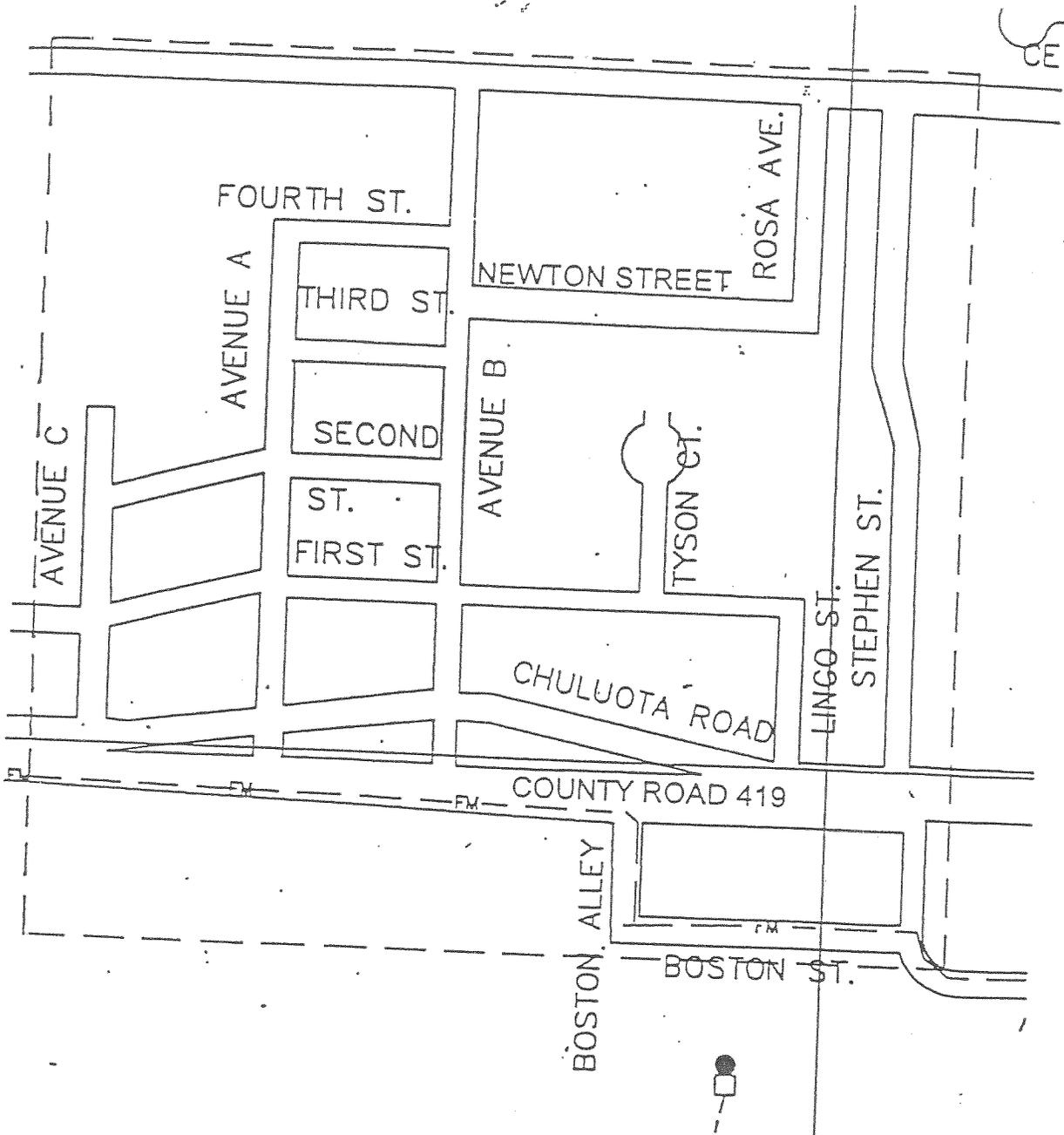


FIGURE 1-2

Conklin, Porter and Holmes



ENGINEERS, INC.  
 500 W. FULTON STREET  
 POST OFFICE BOX 2808  
 SANFORD, FL 32772-2808

CITY OF OVIEDO  
 STUDY AREA