

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Interlocal Agreement with the City of Sanford

DEPARTMENT: Planning and Development **DIVISION:** Community Resources

AUTHORIZED BY: Kent Cichon **CONTACT:** Robert Heenan **EXT.** 7380

| |
|---|
| Agenda Date <u>12/10/2002</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 an Interlocal Agreement with the City of Sanford for drainage improvements to the Cloud Branch Outfall System located in the Goldsboro area of the City of Sanford.

(District 5 – McLain) (Robert Heenan, HUD Grants Manager)

BACKGROUND:

On 7/23/02 the Board of County Commissioners approved the 2002-2003 One-Year Action Plan of the 2000-2005 Consolidated Plan which included CDBG funding in the amount of \$80,000 for survey, engineering/design, permitting, development of plans, construction documents and the development of construction cost estimates through an engineer's opinion of probable cost for drainage improvements to the Cloud Branch Outfall System from 8th Street to 14th Street in the Goldsboro area of the City of Sanford.

County Community Development Office Staff met with representatives from the City of Sanford to define the scope of work and to develop the Interlocal Agreement.

Staff recommends and the Board is requested to execute the attached Interlocal Agreement.

| | |
|--------------|--------------------|
| Reviewed by: | |
| Co Atty: | <u>KZC</u> |
| DFS: | <u>[Signature]</u> |
| Other: | <u>[Signature]</u> |
| DCM: | <u>[Signature]</u> |
| CM: | <u>[Signature]</u> |
| File No. | <u>-cpdc04</u> |

**SEMINOLE COUNTY/CITY OF SANFORD
INTERLOCAL AGREEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
PROGRAM YEAR 2002-2003**

THIS AGREEMENT, entered into this _____ day of _____, 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," for the use and benefit of its Community Development Block Grant (CDBG) Program and the **CITY OF SANFORD**, a Florida municipal corporation, whose mailing address is Post Office Box 1788, Sanford, Florida 32722-1788, hereinafter referred to as "SANFORD."

WHEREAS, COUNTY has made application effective October 1, 2002, 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 24 Code of Federal Regulations (CFR) Part 570; and

WHEREAS, SANFORD shall prepare a survey of the Cloud Branch Outfall System from 8th Street to 14th Street; design and develop plans and construction documents regarding infrastructure improvements to alleviate flooding and drainage problems at the same location; obtain necessary permitting for the same; and prepare construction cost estimates for the same to benefit low and moderate income residents of Seminole County, Florida; and

WHEREAS, the COUNTY has deemed that this service serves a COUNTY purpose; and

WHEREAS, the COUNTY has allocated CDBG funds for community development activities provided by SANFORD,

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) "CR Manager" means the Community Resources Division Manager or their designee.

(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 and Development Director, Community Resources Division Manager 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 Agreement.

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

Section 3. Statement of Work.

(a) SANFORD, in a manner satisfactory to the COUNTY, shall perform all services described or referred to in this Agreement (inclusive of attached exhibits which are 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 remit to SANFORD the cost of surveying, designing, permitting and developing plans and construction documents for infrastructure improvements to alleviate flooding and drainage problems in the Cloud Branch Outfall System from 8th Street to 14th Street, as well as construction cost estimates for this project. The parties further agree that this Agreement is directly related to the implementation of the CDBG program and for the benefit of low and moderate income residents of Seminole County. 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 hours or dollars expended or as otherwise required by applicable laws, rules and regulations. All hours charged by staff and direct expenses shall be specifically and directly related to SANFORD's implementation of the CDBG activity funded under this Agreement.

Section 4. Term. The COUNTY shall reimburse SANFORD for the services described herein 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 all services described in this Agreement on or before March 31, 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.

Section 5. Consideration and Limitation of Costs. The COUNTY shall reimburse SANFORD for costs, in accordance with this Agreement and

24 CFR part 570, in an amount not to exceed EIGHTY THOUSAND AND NO/100 DOLLARS (\$80,000.00) for the services described herein.

Section 6. Payments.

(a) Payment to SANFORD shall be on a reimbursement basis limited to the items budgeted in Exhibit "B." Payment may also be made directly to the vendor, pursuant to the conditions set forth in subsection (b) below.

(b) SANFORD shall submit to the COUNTY by the fifteenth (15th) day of each month during the term hereof, the following:

1. A statement of all costs of services for the period from commencement through the end of the report period for which the statement is submitted;

2. A statement of all costs of services for the current report period, categorized by budget line item and consistent with Exhibit "B;"

3. An invoice and copies of receipts or other acceptable documentation issued for payment of any expense. However, if reimbursement is sought for salaries to SANFORD's employees, a copy of the payroll shall be acceptable in lieu of copies of canceled payroll checks;

4. Copies of daily time distribution records in support of stated salary expenses. Records shall reflect the case and type of work performance and specific program for which the work was performed.

(c) Upon receipt of the documentation as listed above, the COUNTY shall initiate the payment process. Reimbursement to SANFORD shall be made as soon as practicable; provided, however, that if SANFORD has performed services in full compliance with all HUD requirements, payment

shall be made by the COUNTY to SANFORD within thirty (30) days of receipt of documentation by the COUNTY.

(d) All disbursements by SANFORD must be fully documented to the COUNTY and available, upon request, for all inspection or audit in accordance with the provisions of Section 13 below.

(e) Within forty-five (45) days after completion of all services to be performed, SANFORD shall render a final and complete statement to the COUNTY of all costs and charges to services not previously invoiced. The COUNTY shall not be responsible for payment of any charges, claims or demands of SANFORD not received within said forty-five (45) day period. However, such time may be extended in writing, at COUNTY'S discretion, not to exceed a period of an additional forty-five (45) days, provided the delay in submission is not occasioned by any fault or negligence of SANFORD, as determined by the COUNTY.

Section 7. Uniform Administrative Requirements. In addition to all other Federal, State and local requirements for the performance of the Agreement, SANFORD shall comply with the requirements set forth in 24 CFR Part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," OMB Circular No. A-102, "Grants and Cooperative Agreements with State and Local Governments," and OMB Circular No. A-87, "Cost Principles for State and Local Governments."

Section 8. Compliance with other Program Requirements.

(a) During the Agreement, SANFORD shall comply with all Federal laws, rules, regulations, directives and orders described in 24 CFR 570 Subpart K and the regulations listed below which by reference are incorporated herein and made a part hereof.

1. 24 CFR Part 1 - The regulations promulgated pursuant to Title VI, 1964 Civil Rights Act, Public Law 88-352.

2. Title VII, 1968 Civil Rights Act as amended by the Equal Employment Opportunity Act of 1972 ("Act") - Prohibits discrimination in employment.

3. Title VIII, 1968 Civil Rights Act, Public Law 90-284 - The Fair Housing Act requires HUD to administer the activities and programs relating to housing and urban development in a manner that affirmatively furthers fair housing.

4. 24 CFR Part 107 - Implementing Executive Order 11063, as amended by Executive Order 12259, which directs HUD to take all action necessary to prevent discrimination because of race, color, religion (creed), sex, or national origin in the sale, lease, rental, or other disposition of residential property and related facilities when provided in whole, or in part, with Federal assistance.

5. Section 109 of the Act - Requires that no person shall, on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with community development funds. Section 109 of the Act further prohibits against discrimination on the basis of age under the Age Discrimination Act of 1973, or with respect to an otherwise qualified handicapped person as provided in Section 504, Rehabilitation Act of 1973.

6. Section 110, Labor Standards - Required compliance with the *Davis-Bacon Act*, as amended, pursuant to 29 CFR parts 3.5 and 5a; and the Contract Work Hours and Safety Standards Act, where applicable.

7. National Flood Disaster Act - Governs participation in the National Flood Insurance Program, pursuant to Section 202(a) of said Act.

8. Uniform Relocation Assistance ("URA") and Real Property Acquisition Policies Act of 1970 ("Real Property Act"), HUD implementing regulations at 24 CFR Part 43 and Section 104 of the Act, - Provides for the protection of individual rights when affected, by relocation acquisition and displacement activities.

9. Executive Order 11246, as amended by Executive Order 12086, - Provides that no person should be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federally assisted construction contracts.

10. Section 3, Housing and Urban Development Act of 1968 - Requires HUD recipients to provide, to the greatest extent feasible, opportunities for training and employment to very low income persons.

11. Lead-Based Paint Poisoning Prevention Act - Prohibits the use of lead-based paint and provides for the elimination of lead-based paint in all residential structures constructed or rehabilitated with Federal Assistance.

12. 24 CFR part 24 - Provides that assistance shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any contractor or SANFORD during any period of debarment, suspension, placement in ineligibility status under the provisions of 24 CFR part 24.

13. Conflict of Interest - Provides that compliance with the provisions of 24 CFR Part 84.42, 24 CFR Part 570.611 and OMB Circular A-110 is mandatory.

14. 24 CFR Part 570 - Provides for compliance with regulations regarding the CDBG Program.

b. SANFORD shall neither assume the COUNTY's environmental responsibilities, as described in 24 CFR Part 570.604, nor the COUNTY's responsibilities for initiating the review process pursuant to the provisions of Executive Order 12372 and 24 CFR Part 52. However, the aforesaid shall neither exempt SANFORD from performing site-specific reviews in accordance to the COUNTY's Environmental Review Monitoring Strategy nor release the SANFORD from any environmental pollution that it may cause or have caused and SANFORD shall assume full liability therefor.

Section 9. Compliance with Local and State Laws. During the Agreement, SANFORD shall comply with all applicable State and local laws, regulations and ordinances, which by reference are incorporated herein and made a part hereof, including, but not limited to, the following:

(a) Chapter 112, Florida Statutes - Governing conflicts of interest.

(b) Administrative Procedures - Procedures which may be issued by the Planning Department for implementation of the COUNTY's CDBG Program.

(c) SANFORD shall comply with the "Local Relocation and Antidisplacement 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 Acquisition Policies Act of 1970, 49 CFR Part 24, as amended, SANFORD shall immediately notify the COUNTY accordingly. Upon such notification the COUNTY shall implement and administer all requirements of said Act pursuant to this Agreement. The

parties agree that should the aforementioned occur, the COUNTY shall use funds budgeted in Exhibit "B" to pay for any relocation and displacement costs required hereunder

Section 10. Prior Written Approvals - Summary. The following includes, but is not necessarily all inclusive of, activities requiring the prior written approval of the COUNTY for reimbursement or payment:

(a) Initiation of new activities not covered by the Agreement and changes in the location of, or deletion of, any activity.

(b) All change orders to the Agreement.

(c) Requests to utilize remaining funds should a surplus remain after the work is substantially complete.

Section 11. 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 funded by HUD and providing funds to SANFORD.

Section 12. Management Assistance. The CR Manager shall be available to SANFORD to provide guidance on CDBG requirements.

Section 13. Maintenance of Records.

(a) SANFORD shall, at a minimum, maintain all records required by Federal, State and local laws, rules and regulations.

(b) SANFORD shall maintain all records, including accounts and property and personnel records, as deemed necessary by the COUNTY or considered a sound business practice to ensure proper accounting of all project funds and compliance with the Agreement.

(c) SANFORD shall maintain financial records required by Federal regulations in addition to financial records relative to the following matters:

1. Items purchased and paid for through standard SANFORD procedures: invoices and copies of canceled checks.

2. Agreements: the contract, billings and copies of canceled checks.

3. Force account construction: records indicating name, position, number of hours and total labor costs.

4. Any materials drawn from a stockpile: records indicating amount of material and cost thereof based on the purchase price.

5. Employees paid from grant funds: personnel and payroll data together with documentation that each employee was, in fact, working on related projects funded hereunder.

6. Capital expenditures in excess of THREE HUNDRED AND NO/100 DOLLARS (\$300.00): description, model, serial number and date and cost of acquisition.

(d) SANFORD shall perform or cause to be performed an annual audit of its activities and funds in accordance with OMB Circular A-133 "Audits of States, Local Governments and Non-Profit Organizations". Copies of all audits relating to the use of CDBG funds shall be provided to the CR Manager in a timely manner.

(e) 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 pertaining to the performance of the Agreement made by any Federal, State or local agency. SANFORD shall retain all records and supporting documentation applicable to the Agreement for a minimum of five (5) years after resolution of the final audit and in accordance with Florida law.

Section 14. Reporting Requirements. SANFORD shall fully complete and provide to the CR Manager monthly reports utilizing the "Request for Funds Reimbursement Report," attached hereto and incorporated herein as Exhibit "C." Additionally, SANFORD shall complete and provide to the CR Manager 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. SANFORD shall provide the monthly reports as part of the financial reimbursement process no later than the fifteenth (15th) day of each month. Failure by SANFORD to submit a monthly report (Exhibit "D") shall entitle the COUNTY to withhold payment on any future Request For Funds Reimbursement Reports submitted by SANFORD until the required monthly report is submitted as mandated herein. Further, SANFORD shall fully complete and provide to the CR Manager, in a timely manner, an "End of Year 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 15. Non-Expendable Property. Any non-expendable personal property acquired by SANFORD to perform the projects herein and approved by the COUNTY as set forth in Section 10 herein, 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 grant-funded non-expendable personal property shall be made available to the COUNTY and HUD in accordance with the aforesaid provisions.

Section 16. Liability. Except for reimbursement as 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. The 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 services to COUNTY hereunder.

Section 17. Subcontracts. All contracts made by SANFORD to perform the activities described in Exhibit "A" shall comply with all applicable laws, rules and regulations set forth in the Agreement. Any additional work or services subcontracted hereunder by SANFORD shall be specified in writing and subject to the Agreement.

Section 18. Indemnification.

(a) To the extent permitted by law, SANFORD shall defend, 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 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; or by reason or as a result of any act or omission of SANFORD in the performance of the Agreement or any part thereof; or by reason of a judgment over and above the limits provided by the insurance required hereunder or by any defect in the construction of the project; or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) In the event that any action, suit or proceeding is brought against the COUNTY upon any alleged liability arising out of the Agreement, or any other matter relating to this Agreement, the COUNTY

shall promptly provide notice in writing thereof to SANFORD by registered or certified mail addressed to SANFORD at the address provided hereinafter. Upon receiving such notice, SANFORD, at its own expense and to the extent permitted by law, shall diligently defend against such action, suit or proceeding and take all action necessary or proper to prevent, to the extent practicable, the obtaining of a judgment against the COUNTY. The COUNTY shall cooperate to a reasonable extent in SANFORD's defense of any such action, suit or proceeding.

Section 19. Insurance. SANFORD shall ensure that its insurance coverage or self-insurance program, or the insurance coverage of its contracted agents is adequate and sufficient for the activities performed pursuant to the Agreement. SANFORD shall ensure that the insurance requirements imposed on all contractors conform to and comply with all applicable Federal, State and local regulations.

Section 20. Non-Assignability. Neither party shall assign the Agreement without the prior written consent of the other.

Section 21. 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 22. Program Income.

(a) In the event that any program income (returned funds) is received by SANFORD during the Agreement, SANFORD shall return such income to the COUNTY.

(b) If any program income (returned funds) is received by SANFORD after expiration of the Agreement or at the end of the year when all remaining items have been budgeted, the program income shall be returned to the COUNTY for proper accounting in the CDBG fund.

Section 23. Reallocation of Funds. In the event that SANFORD receives construction bids, engineering bids, design bids or financial estimates of a similar nature that entail a lower cost than the CDBG funds allocated toward that particular project, the excess funds shall be returned to the Community Resources Division Manager within thirty (30) days of the bid acceptance and shall be reallocated by Seminole County for use in other CDBG projects.

Section 24. Suspension and Termination. In accordance with 24 CFR Parts 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 convenience in accordance with 24 CFR part 85.44, providing for termination for mutual convenience, or partial termination for specified reasons. The Agreement may also be terminated immediately by the COUNTY for cause.

Section 25. Reversion of Assets. Upon expiration of the Agreement, SANFORD shall transfer to the COUNTY any remaining CDBG funds and any accounts receivable attributable to the use of CDBG funds. Any real property controlled by SANFORD and acquired or improved in whole, or in part, with CDBG funds in excess of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) shall be governed by 24 CFR 84.34(g).

Section 26. Certification Regarding Lobbying. SANFORD hereby certifies, by examination of the Agreement, 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 an 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 an 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 Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Section 27. Notice. Whenever either party desires to give notice unto the other, notice may be sent to:

For COUNTY

Community Resources Division Manager
Community Development Office
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

For SANFORD

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

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

Section 28. Conflict of Interest.

(a) SANFORD agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to the Agreement with the COUNTY or which would

violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) SANFORD hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of SANFORD to be conducted here, and that no such person shall have any such interest at any time during the term of the Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, SANFORD hereby agrees that monies received from the COUNTY pursuant to the Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

Section 29. 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 the Agreement.

Section 30. Modification. This Agreement may not be modified, amended or extended orally. This Agreement may be amended by written agreement duly executed by the governing bodies of both parties.

Section 31. Remedies. Upon determination that a breach has occurred and in addition to the remedies provided by law, the COUNTY may elect any of the following remedies, as applicable and appropriate:

(a) Terminate the Agreement and designate the remaining uncommitted funds for any other eligible program or activity or to the COUNTY's trust fund without further obligation to SANFORD, and require SANFORD to repay any monies expended in violation of the Agreement.

(b) Require specific performance of the Agreement.

(c) Demand payment and/or performance from the surety, if applicable.

Section 32. Severability. If any one or more of the covenants or provisions of the 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 on the date hereinabove first written.

ATTEST:

Janet R. Dougherty

JANET DOUGHERTY
City Clerk

CITY OF SANFORD, FLORIDA

By: *Brady Lessard*

BRADY LESSARD, Mayor

Date: 10/30/02

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____, Chairman

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

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

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

County Attorney

KC/gn 7/18/02 10/15/02
cagn01/agt/cdbg-sanford-GoldsDrainPlan
5 Attachments:

1. Exhibit "A" - General Scope of Services
2. Exhibit "B" - Project Budget
3. Exhibit "C" - Subrecipient Request for Payment
4. Exhibit "D" - Subrecipient Report (Monthly Status Report)
5. Exhibit "E" - End of Year Report

EXHIBIT A

GENERAL SCOPE OF SERVICES

SANFORD shall perform a survey, design, permitting and development of plans and construction documents for the Cloud Branch Outfall system from 8th Street to 14th street in order to prepare for infrastructure improvements for the elimination of flooding and drainage problems, as well as the development of construction cost estimates.

NOTICE: The acquisition of real property whether it be 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**, SANFORD 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. **FAILURE BY SANFORD TO FIRST SEEK CONSULTATION WITH THE COUNTY REGARDING THE AFOREMENTIONED SHALL AUTOMATICALLY RELEASE THE COUNTY FROM ANY OBLIGATION FOR PAYMENT, REIMBURSEMENT OR LIABILITY FOR SAID ACQUISITION.**

TASK ONE: DESIGN & ENGINEERING

SANFORD shall supply the COUNTY with a copy of construction documents and construction cost estimates.

TASK TWO: PROJECT MANAGER

SANFORD shall identify a project manager for this activity. The project manager shall be responsible for responding to all requests by the COUNTY. The project manager shall provide liaison and monthly reports to the COUNTY. Monthly Reports shall be submitted to the COUNTY in accordance with the provisions of Section 14 of the Interlocal Agreement. SANFORD shall inform the COUNTY in writing of the identity of the project manager.

TASK THREE: PAYMENT FOR SURVEYS, AND DESIGN OF CONSTRUCTION PLANS

SANFORD shall request payment in accordance with the provisions of Section 6 "Payments" and Exhibit "B" of the Interlocal Agreement. The request for final payment by SANFORD to COUNTY shall include construction cost estimates which shall be submitted to COUNTY in a format indicating "Engineer's Estimate of Probable Cost".

EXHIBIT B
PROJECT BUDGET
CITY OF SANFORD, FLORIDA

| Activity | Budget |
|---|--------------|
| Survey, engineering/design, permitting and development of plans and construction documents for the Cloud Branch Outfall System from 8 th Street to 14 th Street and the development of construction cost estimates (engineer's opinion of probable costs) CDBG 2002-2003 | \$ 80,000.00 |

Surveying and engineering/design cost reimbursement shall be paid to SANFORD when surveying and engineering/design is complete in the following stages: 25%, 50%, 90% and 100% and notification of such completion is provided in writing to the COUNTY along with any requested documentation.

COUNTY shall reimburse SANFORD for required permitting. COUNTY shall make final payment to SANFORD upon COUNTY receiving the construction cost estimates (engineer's opinion of probable costs).

COUNTY shall not pay Sanford for any re-survey, re-design/re-engineering or re-permitting costs.

EXHIBIT C
SEMINOLE COUNTY
SUBRECIPIENT REQUEST FOR PAYMENT

Subrecipient _____ City of Sanford _____

Name of Activity/Project _____ Cloud Branch Outfall _____

Mailing Address _____ Contact Person _____

Payment Request No: _____ Telephone No. _____

| Contract Amount | % of Work Completed To Date | To Date Amount Previously Billed * | This Invoice Billed |
|-----------------|-----------------------------|------------------------------------|---------------------|
| \$ | % | \$ | \$ |
| Total | % | \$ | \$ |

Attach a copy of all supporting documentation for this Payment Request

Estimated Project/Activity Completion Date: _____

Subrecipient/Interlocal Agreement Required Completion Date: _____

Submitted By: _____ **Title:** _____

Signature: _____ **Date:** _____

EXHIBIT D

SUBRECIPIENT REPORT

Status Report for Month of _____

I. SUBRECIPIENT INFORMATION

Subrecipient _____ City of Sanford, Florida _____
 Mailing Address _____ Contact Person _____
 _____ Telephone _____

II. NARRATIVE DESCRIPTION OF ACTIVITY STATUS/MILESTONES:

III. BUDGET STATUS

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

Any other special accomplishments:

Signed: _____

EXHIBIT E

NAME OF ORGANIZATION: City of Sanford, Florida

FISCAL YEAR----2002-2003

END OF YEAR REPORT

Type of service provided: _____

Total number of people served: _____

Total number of groups/sessions performed: _____

| TOTAL NUMBER OF HOUSEHOLDS/PERSONS DIRECTLY ASSISTED IN COLUMN "A" | | | | | | | | |
|---|--------------------------------|------------------------|----------------------------------|----------------------------------|---|-----------------|---------------------------------|--------------------------------|
| No. of Household/ Persons Assisted | Low and Moderate Income | Very Low Income | White not Hispanic Origin | Black not Hispanic Origin | American Indian / Alaskan Native | Hispanic | Asian / Pacific Islander | Female Headed Household |
| A | B | C | D | E | F | G | H | I |
| | | | | | | | | |

Any other special accomplishments:

Signed: _____