

SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM

SUBJECT: Amendment to Seminole County/City of Longwood HUD/CDBG  
Subrecipient Agreement Program Year 2003-2004

DEPARTMENT: Planning and Development DIVISION: Community Resources

AUTHORIZED BY: Donald Fisher CONTACT: Robert Heenan EXT. 7380

Agenda Date	<u>12/14/2004</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 Amendment to Seminole County/City of Longwood HUD/CDBG Subrecipient Agreement Program Year 2003-2004 after execution of the Amendment by the City of Longwood.

(District 4 Henley)

**BACKGROUND:**

On July 22, 2003, the Board of County Commissioners (Board) approved the 2003-2004 One Year Action Plan of the 2000-2005 Five Year Consolidated Plan which awarded \$488,499 in CDBG funding to the City of Longwood (City) for street improvements to Oleander Street, East Pine Avenue, Myrtle Street and a portion of Bay Avenue.

On September 23, 2003, the Board authorized execution of a Seminole County/City of Longwood HUD/CDBG Subrecipient Agreement which provided the funding for improvements to the above mentioned roadways. The Subrecipient Agreement has an expiration date of December 31, 2004.

Until the hurricanes of August and September, improvements to those roadways were on schedule which had a construction completion date of December 31, 2004. The construction area was impacted by the hurricanes, resulting in downed power lines, fallen tree debris and extensive wet conditions. The contractor has requested the City to extend the construction contract from a construction completion date of December 31, 2004 to January 31, 2005. The City will accept the contractor's request for an extension upon approval of the Subrecipient Agreement Amendment by Seminole County. (letter attached)

Staff recommends that the Board approve and authorize the Chairman to execute the Amendment after execution of the Amendment by the City of Longwood.

Reviewed by:	<u>[Signature]</u>
Co Atty:	<u>[Signature]</u>
DFS:	<u>[Signature]</u>
Other:	<u>[Signature]</u>
DCM:	<u>[Signature]</u>
CM:	<u>[Signature]</u>
File No.:	<u>cpdc01</u>



# City of Longwood

COMMUNITY SERVICES DEPARTMENT  
174 WEST CHURCH AVENUE  
PHONE (407) 260-3462

COMMUNITY DEVELOPMENT DIVISION  
LONGWOOD, FLORIDA 32750-4197  
FAX (407) 263-2336

October 14, 2004

10-20-2004 409:20  
10-20-20

Robert Heenan  
Seminole County  
Community Development  
1101 East First Street  
Sanford, FL 32771-1468

Re: Paving and Drainage East Pine Avenue, Myrtle Street and Oleander Street

Dear Mr. Heenan,

Central Florida Environmental, Corp. requests for an extension for the subject CDBG projects due to the recent hurricanes. The substantial completion date would be December 31, 2004 and the final completion date would be January 31, 2005. The City of Longwood will accept the extension upon Seminole County approval. Feel free to contact me at 407-260-3462 if you have any questions.

Thank you,

Patrick Miller  
Community Services Director

Attachments

cc: Amy Stevenson, Community Services Coordinator  
Jeff Earhart, Barryman & Henigar  
David Staloway, CFE

FIRST AMENDMENT TO THE  
SEMINOLE COUNTY/CITY OF LONGWOOD  
HUD/CDBG SUBRECIPIENT AGREEMENT  
PROGRAM YEAR 2003-2004

THIS FIRST AMENDMENT TO 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 CITY OF LONGWOOD, a political subdivision of the State of Florida, whose address is 174 Church Avenue, Longwood, Florida, 32750-4197, hereinafter referred to as "LONGWOOD".

WHEREAS, COUNTY and LONGWOOD heretofore entered into that certain Seminole County/City of Longwood HUD/CDBG Subrecipient Agreement, Program Year 2003-2004, dated September 25, 2003 (the "Agreement"); and

WHEREAS, the Agreement was for the purpose of financing certain paving and drainage improvements along Oleander Street, East Pine Avenue and Myrtle Street within the incorporated limits of LONGWOOD; and

WHEREAS, the impact in Central Florida of three hurricanes during August and September 2004 has resulted in unavoidable delays in completion of the listed projects through no fault of LONGWOOD, its contractors, or the COUNTY; and

WHEREAS, LONGWOOD has requested a reasonable extension of time for completion of its responsibilities under the Agreement, which COUNTY believes should be granted under the circumstances; and

WHEREAS, this First Amendment represents the best means of memorializing the changed circumstances and desired objectives of both parties,

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 this First Amendment and of the Agreement, as hereby amended, upon which the parties have relied.

**Section 2. Amendment to Agreement Section 2, "Definitions".** Section 2(f) of the Agreement which defines "Very Low Income" is hereby deleted in its entirety. That definition is not relevant to the type of infrastructure program encompassed by the Agreement.

**Section 3. Amendment to Agreement Section 4, "Term".** Agreement Section 4 is hereby amended to accommodate the extension of time required for completion of the designated projects being financed pursuant to the Agreement. Accordingly, Section 4 shall henceforth read as follows:

**"Section 4. Term.** This Agreement shall be effective upon its execution by all parties. This Agreement shall expire on ~~December 31, 2004~~ April 1, 2005. LONGWOOD shall complete all services required by this Agreement in accordance with the following schedule:

Prior to October 31, 2003	Meet with County Project Manager to review terms of Agreement;
Prior to November 30, 2003	Advertise for bids;
Prior to January 30, 2004	Award bid to selected contractor;
Prior to April 5, 2004	Commence construction;

~~Prior to August 31, 2004~~  
On or before December 31, 2004 Complete construction;

~~Prior to September 30, 2004~~  
On or before January 31, 2005 Complete punch list and  
final construction  
inspection;

~~Prior to October 29, 2004~~  
On or before February 28, 2005 Obtain certificate of  
completion."

**Section 4. Amendment to Section 9(b) of the Agreement.** Section 9(b) of the Agreement is hereby amended to reflect a technical correction necessitated by recent changes to HUD/CDBG regulations as to threshold amounts applicable to trigger certain audit requirements. Accordingly, that subsection shall henceforth read as follows:

"(b) LONGWOOD 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. If LONGWOOD is receiving more than ~~THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00)~~ FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) from HUD through the COUNTY 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."

**Section 5. Amendment to Section 22 of the Agreement.** Section 22 of the Agreement entitled "Certification Regarding Lobbying" is hereby amended to include an expanded provision required by Section 220.115, Seminole County Code, to be in all contracts with any public or private entities regarding ethical conduct of public employees. Accordingly, Section 22 shall henceforth read as follows:

"Section 22. Certification Regarding Lobbying and Ethical Conduct by Public Employees. LONGWOOD 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, LONGWOOD shall complete and submit a "Disclosure of Lobbying Activities" standard form as approved by the Office of Management and Budget.

~~(c) Pursuant to Section 216.347, Florida Statutes, LONGWOOD hereby agrees that monies received from the COUNTY pursuant to the Agreement will not be used for the purpose of lobbying the Legislature, the judicial branch or a State agency."~~

(c) Uses of any monies derived hereunder for giving of gratuities or kickbacks to COUNTY personnel, or for purposes which violate the ethics in government provisions of Chapter 112, Florida Statutes, or

from using any monies derived under this Agreement for lobbying the Legislature in contravention of Section 216.347, Florida Statutes are expressly prohibited. Pursuant to Section 220.115, Seminole County Code, failure to comply with any of said provisions shall be grounds for unilateral termination of the Agreement by the non-offending party."

**Section 6. Effect of First Amendment on Agreement.** The remaining portions of the Agreement and the exhibits/attachments thereto not expressly amended by this instrument shall remain in full force and effect. The severability clause in Section 26 of the Agreement shall be deemed applicable to this First Amendment. The term of this First Amendment shall be the same as that for the Agreement itself, as amended. The amendments enacted by this First Amendment shall be deemed effective *nunc pro tunc* as of the dated date of the Agreement.

**IN WITNESS WHEREOF**, the parties have executed this instrument for the purposes herein expressed.

**ATTEST:**

**CITY COMMISSION OF LONGWOOD**

\_\_\_\_\_  
SARAH M. MIJARES, City Clerk

By: \_\_\_\_\_  
H. G. BUNDY, Mayor

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

