
**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: CDBG-R Subrecipient Agreement with The Housing Authority of the City of Sanford

DEPARTMENT: Community Services

DIVISION: Community Assistance

AUTHORIZED BY: Michele Saunders

CONTACT: Pamela Martin

EXT: 2302

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the CDBG-R Subrecipient Agreement between Seminole County and the Housing Authority of the City of Sanford for infrastructure improvements at both its Redding Gardens and Castle Brewer Court public housing complexes.

District 5 Brenda Carey

Rick Soto-Lopez

BACKGROUND:

On June 2, 2009 the County amended its 2008-2009 One-Year Action Plan of the 2005-2009 Consolidated Plan to add \$648,202 in CDBG-R funding authorized by the American Recovery and Reinvestment Act of 2009 (ARRA). The funding is distributed among four specific activities:

- Jamestown Street Rehabilitation -- \$128,367
- Castle Brewer Court Sanitary Sewer Rehabilitation -- \$280,000
- Redding Gardens Luminary Infrastructure Rehabilitation -- \$175,015
- Planning and administration -- \$64,820

Both the Castle Brewer Court and Redding Gardens activities are under the auspices of the Housing Authority of the City of Sanford as a subrecipient, and both activities are proposed to be combined into a single subrecipient agreement (attached), due to similar construction schedules. Both activities serve public housing complexes, which house only lower income households.

The Castle Brewer Court activity will rehabilitate the existing sanitary sewer system, which is very old and is plagued by extensive root damage and deterioration. The Redding Gardens activity will replace street and exterior building lighting to enhance public safety. Both projects will follow Federal guidelines (including ARRA emphases) regarding procurement, labor laws, and the use of American-made products.

STAFF RECOMMENDATION:

Approve and authorize the Chairman to execute the CDBG-R Subrecipient Agreement between Seminole County and the Housing Authority of the City of Sanford for infrastructure

improvements at both its Redding Gardens and Castle Brewer Court public housing complexes.

ATTACHMENTS:

1. Agreement

Additionally Reviewed By:

County Attorney Review (Arnold Schneider)

**CDBG-R SUBRECIPIENT AGREEMENT BETWEEN SEMINOLE COUNTY AND
THE HOUSING AUTHORITY OF THE CITY OF SANFORD, FLORIDA**

THIS AGREEMENT, entered into this _____ day of _____, 2009,
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 HOUSING AUTHORITY OF THE
CITY OF SANFORD, FLORIDA**, a public body corporate under the laws of the
State of Florida, whose mailing address is 92 Castle Brewer Court,
Sanford, Florida 32772-2349, hereinafter referred to as "AUTHORITY".

W I T N E S S E T H:

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WHEREAS, COUNTY has made application and entered into a contract
with the United States Department of Housing and Urban Development,
hereinafter referred to as "HUD," pursuant to The American Recovery and
Reinvestment Act of 2009 ("ARRA")  which Federal legislation provides
substantial supplemental Community Development Block Grant funding to
enhance economic recovery and designated as the CDBG-R Program; and

WHEREAS, pursuant to the CDBG-R Program guidelines, the COUNTY is
undertaking certain activities to develop a viable community,
including, but not limited to, a suitable living environment and
improved quality of life, principally for persons of low and moderate
income, as described in the COUNTY's Community Development Block Grant
Program generally and the CDBG-R Program in particular; and

WHEREAS, COUNTY and AUTHORITY have mutually determined that public
investment in essential infrastructure in the form of street lighting
improvements for AUTHORITY's Redding Gardens Housing Complex, a
residential rental property located at 400 South Locust Avenue,

Sanford, Florida and rehabilitation of the wastewater collection system within the AUTHORITY's Castle Brewer Court Housing Complex located at 94 Castle Brewer Court, Sanford Florida will provide enhanced personal safety and a cleaner physical environment for the AUTHORITY's residents; and

WHEREAS, COUNTY and AUTHORITY have further determined that it serves a desirable and needed public purpose to proceed with the Projects described herein and that it is consistent with the objectives of the CDBG-R Program as approved by HUD; and

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WHEREAS, the COUNTY has allocated up to FOUR HUNDRED FIFTY-FIVE THOUSAND FIFTEEN AND NO/100 DOLLARS (\$455,015.00) of its CDBG-R Program funds for the Projects as described herein,

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) "CS Administrator" means the Seminole County Community Services Director or the Community Assistance Division Manager acting through and on behalf of the Director.

(b) "CDBG Program" means the Seminole County Community Development Block Grant Program.

(c) "CDBG-R Program" means the Seminole County Community Development Block Grant Recovery Program as enacted by Congress as part of the ARRA.

(d) "CDBG Regulations" means 24 CFR Part 570 enacted under the authority of Title 42 United States Code, sections 5301, et seq., as supplemented by ARRA and regulations promulgated and yet to be promulgated under said legislation.

(e) "County Approval" means written approval by the CS Administrator or the Seminole County Board of County Commissioners ("BCC") as may be necessary from time to time.

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(f) "HUD" shall mean the United States Department of Housing and Urban Development.

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

(h) "Project" or "Projects" means the street lighting improvements for AUTHORITY's residential rental property known as the Redding Gardens Housing Complex located at 400 South Locust Avenue, Sanford, Florida (the "Redding Gardens Project") and rehabilitation of the wastewater collection system within the property boundaries of the AUTHORITY's Castle Brewer Court Housing Complex located at 94 Castle Brewer Court, Sanford, Florida (the "Castle Brewer Project"). The Projects are more particularly described in Exhibit "A" (General Scope of Services), which is hereby incorporated into this Agreement by reference.

Section 3. Statement of Work.

(a) AUTHORITY, in a manner satisfactory to the COUNTY, shall perform all Project tasks and services, except as may be otherwise specifically stated herein, by persons or instrumentalities solely under the dominion and control of AUTHORITY.

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(b) The parties recognize and agree that the purpose of this Agreement is to reimburse the cost of providing professional construction/installation services and materials for the Projects and that this Agreement is directly related to the implementation of the CDBG-R Program. Where service expenses are authorized by the COUNTY as set forth in the Project Budgets, 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 AUTHORITY's implementation of the CDBG-R Program activities funded under this Agreement and for no other purpose.

(c) Both Projects shall be scheduled and completed according to the following schedule which shall be strictly adhered to by AUTHORITY:

By October 15, 2009	Meet with COUNTY Project Manager to review terms of Agreement
By December 1, 2009	Complete all engineering and architectural design and plan documents and obtain COUNTY Approval thereof
By December 15, 2009	Publish Advertisement for Project Bids
By January 15, 2010	Award all construction bids

By February 15, 2010

Commence construction

By July 31, 2010

Complete construction, obtain final inspections and submission to COUNTY of final statement of all costs not previously invoiced.

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Section 4. Term. This Agreement shall commence upon its execution by both parties hereto and shall terminate on August 31, 2010, to allow for final reporting, payments and closeout unless extended by formal amendment hereto. All Project services shall be fully performed by AUTHORITY no later than July 31, 2010, in accordance with applicable requirements of HUD and this Agreement with reimbursement contingent thereupon unless this Agreement is otherwise amended or extended by written agreement of the parties as provided hereunder. The foregoing notwithstanding, sections 10, 12, 13, 16, 21 and 22 shall survive the expiration or termination of this Agreement.



Section 5. Payments.

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

(b) The COUNTY has allocated FOUR HUNDRED FIFTY-FIVE THOUSAND FIFTEEN AND NO/100 DOLLARS (\$455,015.00) of its CDBG-R Program funds for AUTHORITY's performance of this Agreement. The COUNTY will reimburse AUTHORITY for the services rendered under this Agreement up to but not exceeding FOUR HUNDRED FIFTY-FIVE THOUSAND FIFTEEN AND NO/100 DOLLARS

(\$455,015.00). Said funds shall be applied to the Projects in such amounts up to but not exceeding the following allocations:

(i) For the Redding Gardens Project: ONE HUNDRED SEVENTY-FIVE THOUSAND FIFTEEN AND NO/100 DOLLARS (\$175,015.00);

(ii) For the Castle Brewer Project: TWO HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS (\$280,000.00).

In the event that AUTHORITY does not require the full amount of FOUR HUNDRED FIFTY-FIVE THOUSAND FIFTEEN AND NO/100 DOLLARS (\$455,015.00), as reflected in the bids received and reviewed by both parties to this Agreement, the CS Administrator reserves the right to reallocate any such remaining, excess, unencumbered, or unused funds to other COUNTY CDBG-R Program funded projects. Any such excess, unused or unencumbered funds shall be returned to COUNTY within thirty (30) days.

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(c) In no event shall the COUNTY reimburse AUTHORITY for goods and services provided by its contractors, subcontractors or vendors until all such goods and services rendered are invoiced along with sufficient, supporting documentation, approved in writing by AUTHORITY's Executive Director and until same shall have received COUNTY approval.

(d) In order to process payment requests, AUTHORITY shall submit to the COUNTY a copy of the invoice signed by the vendor or entity requesting payment and AUTHORITY's Executive Director. Copies of receipts or other acceptable documentation demonstrating incurrence of each expense must be submitted with original or true and correct copies of invoices, all of which must accompany a completed Request for Payment Form, a copy of which is attached as Exhibit "C" hereto and incorporated herein by reference.

(e) Upon receipt of the documentation listed above, the COUNTY shall initiate reimbursement to AUTHORITY. 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 AUTHORITY, 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 to AUTHORITY within thirty (30) days of its receipt of payment request unless the COUNTY shall in good faith and for reasonable cause, dispute the pending request.

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(f) Within thirty (30) days after completion of all services to be performed under this Agreement, but in no event later than July 31, 2010, AUTHORITY 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 AUTHORITY not properly invoiced and received by COUNTY within said time frame. However, such time period and the term of this Agreement may be extended at the discretion of the CS Administrator for one (1) additional thirty (30) day period by written notice to AUTHORITY, provided that any delay in submission is not occasioned by fault or negligence of AUTHORITY, as determined by the COUNTY.

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

(h) AUTHORITY 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 AUTHORITY has first received written authorization from the CS Administrator. Any such activities utilizing funds derived under this Agreement without COUNTY approval is strictly prohibited and may result in termination of this Agreement.

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Section 6. Compliance With Federal, State, and Local Law and Regulations. AUTHORITY 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:** AUTHORITY shall also comply with all other applicable regulations in 24 CFR 570, including particularly Subpart K thereof (§§ 570.600-570.614, both inclusive). Said regulations shall include the following Sections:

(i) 570.600 - Decreases 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").

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(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, AUTHORITY 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, AUTHORITY is not exempt from performing site-specific environmental reviews in accordance with State and local regulations, nor is AUTHORITY released from any environmental pollution that it may cause or have caused and AUTHORITY 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.

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(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).

(xvi) The American Recovery and Reinvestment Act of 2009 ("ARRA") which provided supplemental funding for the CDBG-R Program including all regulations which have been or will be promulgated pursuant to such legislation and which apply to the Projects or the CDBG-R Program generally.

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(c) **Compliance With State  and Local Laws and Regulations:** During the execution and implementation of this Agreement, AUTHORITY 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". AUTHORITY 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) AUTHORITY shall comply with the "Local Relocation and Antidisplacement Policy" (the "Policy") as adopted by the COUNTY. Should AUTHORITY's performance during this Agreement necessitate, as determined by applicable Federal regulations, compliance with the Uniform Relocation Assistance and Real Property Act (the "Act"), AUTHORITY 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.

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Section 7. Project Publicity. Any news release, Project sign, or other type of publicity pertaining to the Projects described herein shall recognize the BCC as the recipient of funding by HUD and providing funds to AUTHORITY.

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

Section 9. Reporting Requirements. AUTHORITY shall fully complete and provide to the CS Administrator a monthly report, attached hereto and incorporated herein as Exhibit "D", summarizing the activities and progress of the Projects under construction and all bid information and construction summaries. AUTHORITY shall provide the monthly reports as part of the financial reimbursement process no later than the 15th day of each month. Failure by AUTHORITY to submit a monthly report shall allow the COUNTY to withhold payment on the pending and future requests for

payment submitted by AUTHORITY until the required monthly report is submitted as mandated herein. The COUNTY shall have access to, and be provided copies and transcripts of, any records necessary in the sole determination of the COUNTY or HUD to accomplish this obligation.

Section 10. Maintenance of Records.

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

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

(2) Financial records ~~regarding~~ the following:

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

(B) bills and invoices for all services purchased by AUTHORITY pursuant to this Agreement;

(C) force account construction including the records indicating name, position, number of hours and total labor costs; and

(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) AUTHORITY shall perform or cause to be performed an annual audit and provide copies of such audits to the CS Administrator within thirty (30) days of its completion. If AUTHORITY receives more than FIVE

HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) from all Federal sources in any fiscal year, such audit shall comply with OMB Circular A-133 and be provided to the CS Administrator in a timely manner.

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

Section 11. Subcontracts, Subcontractors and Performance Bonds.

AM (a) All contracts made by AUTHORITY to perform the activities described in Exhibit "A" shall comply with all applicable laws, rules and regulations set forth in this Agreement. Only subcontracts for work or services as set forth in Exhibit  are authorized by this Agreement. Any further work or services which AUTHORITY wishes to subcontract must be approved in writing by the CS Administrator and may not exceed the financial restraints forth in Section 5 of this Agreement.

(b) AUTHORITY shall remain fully responsible for the adequacy of goods and services rendered by subcontractors, vendors or other professional associates. All subcontractors or other outside professionals retained by AUTHORITY shall be pre-approved by COUNTY before AUTHORITY enters into any contract with such outside subcontractors or vendors. AUTHORITY shall provide COUNTY a copy of the proposed subcontract(s) at the time approval is sought. Approval or disapproval shall be in writing and signed by the CS Administrator. AUTHORITY shall also be fully responsible for the prompt payment of

such vendors, contractors and subcontractors and for prompt removal of any liens that may be filed by such persons. All subcontractors and other vendors utilized by AUTHORITY shall be properly licensed and insured. Proof of such insurance shall be supplied in connection with any request for COUNTY approval of subcontractors.

MS (c) All contractors and subcontractors hired or retained by AUTHORITY shall be required to post a performance bond at least equal to the dollar value of the contracted goods and services comprising the Project. For the duration of the term hereof, AUTHORITY shall furnish COUNTY with a copy of the subject performance bond(s) in the required amounts. To the extent any special increase in Project costs is approved by COUNTY, said bond shall be increased accordingly before any such additional work commences. The performance bond shall be effective no later than the date AUTHORITY enters into a binding agreement for the contracted goods and services and before the commencement of any work under those contracts. The performance bond shall be issued by a reliable surety company in a form acceptable to COUNTY and shall be made payable to COUNTY. Said bond(s) shall insure that the time of delivery of the goods and services is satisfactorily met, that the work performed and equipment or materials supplied meet all specifications and that all warranties shall be honored. If at any time after the execution of this Agreement, COUNTY shall deem the surety or sureties to be unsatisfactory or if for any reason the performance bond ceases to be adequate to cover the performance and payments of the work, AUTHORITY shall, at its own expense, if necessary and within fifteen (15) days after receipt of notice from

COUNTY to do so, furnish additional bond(s) in such form and amounts and with such sureties as shall be satisfactory to COUNTY.

Section 12. Liability to Third Parties. 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 AUTHORITY has agreed to perform hereunder, or for debts or claims accruing to such parties against AUTHORITY. 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 AUTHORITY as a result of this Agreement, including the contractors, subcontractors and vendors who may from time to time be employed by AUTHORITY.

Section 13. Indemnification.

(a) Subject to paragraph ~~13(c)~~ below, AUTHORITY 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 AUTHORITY or whomsoever, resulting out of AUTHORITY's fraud, defalcation, dishonesty, or failure of AUTHORITY to comply with applicable laws or regulations; any act or omission of AUTHORITY in the performance of this Agreement or any part thereof; a judgment over and above the limits provided by the insurance required hereunder or by any defect in the construction of the Project; or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) In the event that any action, suit or proceeding is brought against the COUNTY upon any alleged liability arising out of this Agreement, or any other matter relating to this Agreement, the COUNTY shall promptly provide notice in writing thereof to AUTHORITY by registered or certified mail addressed to AUTHORITY at the address provided hereinafter. Upon receiving such notice, AUTHORITY, 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 AUTHORITY's defense of any such action, suit or proceeding.

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(c) The provisions of Section 768.28, Florida Statutes, shall govern all matters of tort liability and limitations on damages for both parties and nothing in this Agreement shall be construed as a waiver of the sovereign immunity or of the limits on damages beyond the amount expressed in said Statute, anything else in this section or elsewhere in this Agreement to the contrary notwithstanding.

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

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

Section 16. Program Income. In the event that any program income as defined in 24 CFR 570.500(a) is received by AUTHORITY as a direct result of the investment of any COUNTY funds awarded under this Agreement during or after the term of this Agreement, AUTHORITY shall immediately render such program income to the COUNTY for proper accounting in the CDBG fund in accordance with 24 CFR §§ 570.503(b)(3) and 570.504.

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Section 17. Non-Expendable Property. Any non-expendable personal property acquired by AUTHORITY 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 such regulations.

Section 18. Reversion of  Assets. Upon expiration of this Agreement, AUTHORITY shall immediately transfer to the COUNTY any remaining HUD funds and any accounts receivable attributable to the use of CDBG-R funds distributed pursuant to this Agreement. The distribution of any real property controlled by AUTHORITY and acquired or improved in whole or in part after receiving the express approval of the COUNTY, with HUD funds in excess of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) shall be governed by 24 CFR Sections 570.503(7) and 24 CFR 85.31 and if such property is sold to another party, the provisions of 24 CFR 570.504(4) and (5) and 24 CFR 570.505(c) shall also apply with respect to income derived therefrom.

Section 19. Suspension and Termination. This Agreement may be terminated by either party for reasons of cause and enforcement or

convenience in accordance with 24 CFR Sections 85.43 and 85.44. Notice thereof shall be provided pursuant to this Agreement.

Section 20. 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 21. Enforcement of Agreement and Remedies. Upon determination that a breach has occurred, which may include a post Project completion determination of fraud or misappropriation of funds, the COUNTY reserves all legal and equitable rights and remedies to enforce this Agreement and/or recover any monies paid to AUTHORITY pursuant to this Agreement. Specifically and additionally, the COUNTY shall have the following available remedies:

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- (a) immediately terminate ~~this~~ Agreement, with or without notice;
 - (b) reallocate the remaining uncommitted funds toward another HUD program or toward the COUNTY's trust fund;
 - (c) withhold issuance of any further funds, regardless of whether such funds have been encumbered by AUTHORITY;
 - (d) demand AUTHORITY immediately repay any monies expended in accordance with this Agreement;
 - (e) require specific performance of this Agreement;
 - (f) demand payment and/or performance from the surety, if applicable; and/or
 - (g) impose a lien upon any and all of AUTHORITY's real or personal property. To create such a lien, the COUNTY shall send a letter to AUTHORITY demanding refund of any monies expended to AUTHORITY pursuant

to this Agreement. Said letter shall be recorded in the Public Records of Seminole County and thereafter shall constitute a lien upon AUTHORITY's real and personal property.

Section 22. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to use their best efforts at good faith alternative dispute resolution pursuant to Chapter 164, Florida Statutes (Governmental Disputes), before commencement of litigation.

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(b) AUTHORITY agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the dispute resolution procedures set forth in subsection (a) above of which AUTHORITY had knowledge and failed to present during those ~~dispute~~ resolution proceedings.

Section 23. Certification Regarding Lobbying. AUTHORITY 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 AUTHORITY 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 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, 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, AUTHORITY shall complete and submit a "Disclosure of Lobbying Activities" (standard form SF-LLL) or its equivalent as approved by the United States 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:

CS Administrator
Seminole County Community Services Department
534 W. Lake Mary Blvd.
Sanford, Florida 32771



For AUTHORITY:

Executive Director
Sanford Housing Authority
92 Castle Brewer Court
Sanford, Florida 32772-2349

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 by a court of competent jurisdiction, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall in no way effect the validity of the remaining covenants or provisions of this Agreement. 

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Section 28. 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 29. Conditions Precedent. Each party represents to the other that it and its governing officials have done all things necessary as conditions precedent to the entry into this Agreement and that the persons whose signatures appear below have full legal authority to execute this instrument and bind their respective parties.

[Balance of this page intentionally blank; signatory page follows]

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

ATTEST:

THE HOUSING AUTHORITY OF THE CITY OF SANFORD, FLORIDA

Anna Nicholas
Accounting Associate
Print Name and Title

By: *[Signature]*
ANGEL V TUA, EXECUTIVE DIRECTOR
Print Name and Title

Date: 10/1/2009

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BOB DALLARI, Chairman

Date: _____



For the use and reliance of Seminole County only.

As authorized for execution by the Board of County Commissioners at its _____, 200__, regular meeting

Approved as to form and legal sufficiency.

County Attorney

AS/dre

Attachments:

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

P:\Users\Aschneider\Hud-Cdbg\2009 Docs\Sanford Housing Authority CDBG-R.Doc

EXHIBIT A

SCOPE OF SERVICES

All capitalized words and terms herein shall have the same meanings as ascribed to them in the attached Agreement.

GENERALLY:

The Projects shall consist of two components affecting different residential, rental developments owned by AUTHORITY and are generally described as follows:

(1) Street lighting improvements for AUTHORITY's residential rental property known as the Redding Gardens Housing Complex located at 400 South Locust Avenue, Sanford, Florida; and

(2) Rehabilitation of the wastewater collection system within the property boundaries of the AUTHORITY's Castle Brewer Court Housing Complex located at 94 Castle Brewer Court, Sanford, Florida.

The maximum budgeted CDBG-R Program fund allocations in Exhibit B to the agreement shall be controlling in all respects.

SPECIFIC OBLIGATIONS:

1. AUTHORITY shall prepare all legal documents required for architectural, engineering, contractor and other vendor bidding in accordance with legal requirements. The documents shall be submitted to COUNTY for review and approval prior to commencement of the bidding process.

2. AUTHORITY shall use its best advertise for bids in a manner to generates maximum interest and number of responses and provide prospective bidding contractors a specific response period in accordance with legal requirements.

3. AUTHORITY shall strictly adhere to all public procurement requirements of State law, including particularly Chapter 255, Florida Statutes, applicable regulations as well local purchasing codes and established, written policies.

4. Following the close of the bidding period, the COUNTY and AUTHORITY shall jointly review the bids received and contractor qualifications. AUTHORITY shall select, upon County Approval, the contractor(s) to be awarded the construction work. AUTHORITY shall prepare and negotiate contracts with the selected contractor(s) and vendor(s) and make an appropriate bid and contract award. COUNTY shall also have the right to review and approve the terms and conditions in the agreements with the proposed contractors and vendors.

5. AUTHORITY and the COUNTY shall hold a pre-construction conference with the architect, ~~engineer~~, contractor, subcontractors, utilities services provider representatives, AUTHORITY's representatives and other appropriate persons for the purpose of:

- (a) Identifying the contractor's, AUTHORITY's and the COUNTY's Project managers;
- (b) Identifying the field monitors;
- (c) Discussing the plans and specifications;
- (d) Discussing construction procedures and scheduling;
- (e) Answering any questions prior to construction; and
- (f) Discussing Federal CDBG regulations and other requirements.

6. AUTHORITY shall monitor and inspect all construction activities to ensure compliance with this Agreement. COUNTY shall also

have the right to make on site inspections of the Projects and to examine AUTHORITY's books and records relating thereto at all reasonable times to verify AUTHORITY's initial and continuing compliance with the Agreement and CDBG Program regulations.

7. AUTHORITY shall secure any necessary permits or certificates.

8. The AUTHORITY project manager shall be the liaison to the COUNTY and responsible for responding to all requests by the COUNTY.

9. AUTHORITY shall not acquire nor negotiate the purchase, donation or receipt of benefits by a real property owner of any real property or any interest in real property involving the Projects or CDBG-R Program funds without first obtaining COUNTY Approval.

10. All requests for reimbursement of Project costs must be submitted on a copy of the form attached as Exhibit "C" to the Agreement along with sufficient invoices and other supporting documentation. COUNTY shall have the sole discretion to determine the sufficiency of documentation in connection with County Approval of the request.

11. AUTHORITY shall strictly adhere to and timely complete the Project according to the terms of Section 3 of the Agreement and provide all Monthly and End of Project Reports in the form attached as Exhibits "D" and "E" to the Agreement.

EXHIBIT B

PROJECT BUDGETS

Activity	Budget
Street lighting improvements for AUTHORITY's residential rental property known as the Redding Gardens Housing Complex located at 400 S. Locust Avenue, Sanford Florida; and	\$175,015.00*
Rehabilitation of the wastewater collection system within the property boundaries of the AUTHORITY's Castle Brewer Court Housing Complex located at 94 Castle Brewer Court, Sanford Florida.	\$280,000.00*
Total for both Projects	\$455,015.00*

*To the extent the Project costs total less than the amount of CDBG-R Program funding allocated  or AUTHORITY's failure to complete the Project by July 31, 2010, COUNTY reserves the right to reallocate such excess or unused and remaining funds to other approved CDBG-R Program eligible projects.

EXHIBIT C

REQUEST FOR PAYMENT
THE HOUSING AUTHORITY OF THE CITY OF SANFORD, FLORIDA

Type of Activity/Projects:

(1) Street lighting improvements for AUTHORITY's residential rental property known as the Redding Gardens Housing Complex located at 400 South Locust Avenue, Sanford, Florida; and

(2) Rehabilitation of the wastewater collection system within the property boundaries of the AUTHORITY's Castle Brewer Court Housing Complex located at 94 Castle Brewer Court, Sanford, Florida.

Amount Requested: _____

Purpose of Request: Redding Gardens Project / Castle Brewer Project
(circle one)

Description of completed  Project tasks for which payment is sought: _____

Date of Completion of Listed Tasks: _____

Date of this Request: _____

Documentation supporting
This request for payment: _____

Name and Title of person
submitting this request: _____

EXHIBIT D

MONTHLY REPORT

Status Report for Month of _____

SUBRECIPIENT INFORMATION

Subrecipient: Housing Authority of the City of Sanford, Florida

Mailing Address: _____

Contact Person: _____

Telephone: _____

NARRATIVE DESCRIPTION OF ACTIVITY STATUS/MILESTONES:



ACTIVITY	BUDGET STATUS			TOTAL EXPENSES PAID TO DATE	OUTSTANDING OBLIGATIONS	BUDGET BALANCE
	ESTIMATED BUDGET	EXPENSES PAID THIS MONTH				
Redding Gardens Project	\$175,015.00					
Castle Brewer Project	\$280,000.00					
TOTAL	\$455,015.00					

Any other special accomplishments: _____

Signed: _____

EXHIBIT E

END OF PROJECTS REPORT

NAME OF ORGANIZATION: Housing Authority of the City of Sanford, Florida

FISCAL YEAR: _____

Type of service provided: _____

Total number of people served: _____

Total number of groups/sessions performed: _____

No. of Households or Persons Assisted	Low and Moderate Income	America n 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: _____