
**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: First Amendment to the Seminole County/Central Florida Family Health Center, Inc. HUD/CDBG Subrecipient Agreement Program Year 2006-2007

DEPARTMENT: Community Services

DIVISION: Community Assistance

AUTHORIZED BY: David Medley

CONTACT: Becky Heckters

EXT: 2388

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the First Amendment to the Seminole County/Central Florida Family Health Center, Inc. HUD/CDBG Subrecipient Agreement Program Year 2006 -2007

District 5 Brenda Carey

Rob Heenan

BACKGROUND:

On July 25, 2006 the Board of County Commissioners (Board) approved the 2006-2007 CDBG Program Year funding to the Central Florida Family Health Center (Center) in the amount of \$200,000.00. Funding is being provided for the expansion of the existing parking lot at their clinic on SR 415, east of Sanford (82 additional spaces). The Center will leverage this project with \$400,000.00 to assist in construction costs, as well as adding medical staff to expand their service capacity, which is contingent upon the expanded parking area. Commencement of construction was delayed due to new Saint Johns River Water Management District (SJRWMD) requirements and force main issues with the City of Sanford. The Center has met its leveraging obligations of \$400,000.00 and has already hired a permanent Physician's Assistant. Site plans have been reviewed and approved by the City of Sanford and Seminole County's Development Review Division. With construction activities underway, the Central Florida Family Health Center has respectfully requested an extension of one (1) year to March 31, 2009 to complete the project.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the First Amendment to the Seminole County/Central Florida Family Medical Center, Inc. HUD/CDBG Subrecipient Agreement Program Year 2006-2007.

ATTACHMENTS:

1. Agreement
2. Amendment to an Agreement

Additionally Reviewed By:

County Attorney Review (Arnold Schneider)

**SEMINOLE COUNTY/CENTRAL FLORIDA FAMILY HEALTH CENTER, INC.
HUD/CDBG SUBRECIPIENT AGREEMENT
PROGRAM YEAR 2006-2007**

THIS AGREEMENT, entered into this 29 day of Jan., 2007, 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 **CENTRAL FLORIDA FAMILY HEALTH CENTER, INC.**, a corporation organized under the laws of the State of Florida, whose address is 2400 State Road 415, Sanford, Florida 32771, hereinafter referred to as "CENTER".

WHEREAS, COUNTY has made application effective October 1, 2006, and entered into a contract with the United States Department of Housing and Urban Development, hereinafter referred to as "HUD," pursuant to Title I, Housing and Community Development Act of 1974, as amended, and implementing regulations set forth in Title 24, Code of Federal Regulations (CFR), Part 570; and

WHEREAS, pursuant to the HUD application, COUNTY shall undertake certain activities to develop a viable community, including, but not limited to, sustainability through a suitable living environment and improved quality of life, principally for persons of low and moderate income; and

WHEREAS, COUNTY and CENTER have both determined that it serves a desirable and needed public purpose to fund parking lot improvements for the CENTER; and

WHEREAS, COUNTY has allocated TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) of HUD/CDBG funds for the Project for the 2006-2007 Program Year,

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY: Eva Rosch
DEPUTY CLERK

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and form a material part of the Agreement upon which the parties have relied.

Section 2. Definitions.

(a) "CD Administrator" means the Seminole County Community Assistance Division Manager.

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

(c) "CDBG Regulations" means 24 CFR Part 570 and supplemental, additional, or successor provisions.

(d) "Community Services Department" means COUNTY'S Community Services Department Director or his/her designee for the Community Development Office.

(e) "County Approval" means written approval by the Community Services Director, CD Administrator, or their designee.

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

(g) "Project" means the professional design, engineering, and construction services for expansion of the parking lot at CENTER'S primary health care facility at 2400 State Road 415, Sanford, Florida. The Project shall consist of land clearing/site work, drainage improvements, attendant relocation and modification to water and sewer

infrastructure, paving, striping, landscaping, and irrigation as more fully described in Exhibits A and B to this Agreement, both of which are fully incorporated herein by reference.

Section 3. Statement of Work.

(a) CENTER, in a manner satisfactory to COUNTY, shall perform all Project tasks and services described or referred to in Exhibit A, General Scope of Services. Such services shall be performed, except as otherwise specifically stated herein, by persons or instrumentalities solely under the dominion and control of CENTER.

(b) The parties recognize and agree that the purpose of this Agreement is to pay for the cost of providing professional design, engineering, and construction services for the Project and that the Agreement is directly related to the implementation of the CDBG Program. All charges and expenses shall be specifically and directly related to CENTER's implementation of the CDBG Project activity funded under this Agreement and for no other purpose.

Section 4. Term. COUNTY shall pay CENTER for the services described in Exhibit A, performed by CENTER up to the limits set forth in Section 5. All such services shall be performed by CENTER in accordance with applicable requirements of HUD with payment contingent thereupon. CENTER shall perform and complete all Project services described in Exhibit A by no later than March 31, 2008, unless the Agreement is otherwise amended or extended by written agreement of the parties as provided hereunder. Notwithstanding the requirements of 24 CFR 570.505 ("Use of real property"), this Agreement shall remain in full force and effect until March 31, 2023, during which time the completed Project may

only be used as parking for Low and Moderate Income clients in Seminole County who seek the services of CENTER.

Section 5. Payments.

(a) COUNTY shall pay CENTER for funds remitted to the contractors, subcontractors, and vendors selected by CENTER to provide Project goods and services under this Agreement in accordance with the Project Budget, attached hereto as Exhibit B and incorporated herein by reference. Requests for payment must be submitted on the form attached hereto as Exhibit C, along with other required documentation.

(b) COUNTY has allocated TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) of HUD/CDBG funds for completion of this Agreement. COUNTY will reimburse CENTER for the services rendered under this Agreement up to TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00). In the event that CENTER does not require the full amount of TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00), as reflected in the bids received and reviewed by both parties to this Agreement, the CD Administrator reserves the right to reallocate any such remaining excess, unencumbered, or unused funds to other COUNTY CDBG funded projects. Any such excess, unused, or unencumbered funds shall be returned to COUNTY within thirty (30) days.

(c) In no event shall COUNTY reimburse CENTER, its contractors, subcontractors, or vendors until all goods and services rendered are invoiced and approved in writing by the CENTER's Project Manager and the CD Administrator.

(d) In order to process payment requests, CENTER shall submit to COUNTY a copy of the invoice signed by the entity requesting payment and

CENTER's President or Project Manager. Copies of receipts or other acceptable documentation demonstrating incurrence of each expense must be submitted with the invoice, all of which must be accompanied by a completed Request for Payment form, attached as Exhibit C to this Agreement.

(e) Upon receipt of the documentation listed above, COUNTY shall initiate payment to CENTER. 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 CENTER, its vendors, contractors, and subcontractors have performed services in full compliance with all CDBG requirements and properly invoiced the request for payment, payment shall be rendered by COUNTY within thirty (30) days of its receipt of payment request.

(f) Within forty-five (45) days after completion of all services to be performed under this Agreement, CENTER shall render a final and complete statement to COUNTY of all costs for goods and services not previously invoiced. COUNTY shall not be obligated to pay any charges, claims, or demands of CENTER not properly invoiced and received by COUNTY within said forty-five (45) day period. However, such time period may be extended at the discretion of COUNTY for one (1) additional forty-five (45) day period by written notice to CENTER, provided that any delay in submission is not occasioned by fault or negligence of the CENTER, as determined by COUNTY.

(g) Any goods or services not allotted in the Project Budget, or not undertaken in compliance with this Agreement, will only be paid by

COUNTY if the CD Administrator has issued prior written approval of such goods or services.

(h) CENTER shall not acquire any interest in real property or benefits derived from an owner of any real property utilizing CDBG Funds provided by COUNTY hereunder unless CENTER has first received written authorization from the CD Administrator. Any such activities utilizing funds derived under this Agreement without COUNTY approval is strictly prohibited and may result in termination of this Agreement. Additionally, any such activity undertaken by CENTER shall fully comply with the Uniform Administrative Requirement specified in Section 6(b)(vii) of this Agreement.

(i) CENTER shall further use the funds provided under this Agreement to leverage funds and services for the completion of the Project described herein and for the provision of salary costs for the addition of at least one full-time physician and support staff to meet the needs of CENTER's expanding client base. CENTER must demonstrate a minimum leveraging of FOUR HUNDRED THOUSAND AND NO/100 (\$400,000.00) in the form of dollars, or if pre-approved in writing by the CD Administrator, professional services or in-kind services. CENTER shall apply ONE HUNDRED FIFTY-TWO THOUSAND AND NO/100 (\$152,000.00) of such leveraging directly for completion of the Project. Remaining leveraging in the amount of TWO HUNDRED FORTY-EIGHT THOUSAND AND NO/100 (\$248,000.00) shall be applied for the provision of the additional physician and support staff salary costs. CENTER must demonstrate that all required leveraged funds are available no later than June 30, 2007. If sufficient leveraging has not been demonstrated to COUNTY's

satisfaction, CENTER shall be deemed in breach of this Agreement and COUNTY shall withhold all future payments to CENTER and shall have the right to pursue any other remedies set forth in Section 22 of this Agreement.

Section 6. Compliance With Federal, State, and Local Law and Regulations. CENTER 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 C.F.R., Section 570.610 imposing uniform administrative requirements and cost principles on recipients and subrecipients, including particularly as contained in 24 C.F.R. Parts 84 and 85; 24 C.F.R., Section 570.502; United States Office of Management and Budget ("OMB") Circulars A-122 ("Cost Principles For Non-Profit Organizations"), A-110 ("Uniform Administrative Requirements for Grants and Other Agreements Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations") and, if applicable, A-133 ("Audits of State and Local Governments and Non-Profit Organizations").

(b) Other Federal Program Requirements: CENTER shall also comply with the remaining regulations in 24 CFR 570, Subpart K (§§ 570.600-570.614, both inclusive). Said regulations shall include the following sections:

(i) 570.600 - Decrees that the Secretary of HUD will apply the provisions of Subpart K as being applicable to all grants made under the CDBG program.

(ii) 570.601 - Requires adherence to Public Law 88-352, ("1964 Civil Rights Law"), Public Law 90-284 ("1968 Civil Rights Act of 1968"), and Executive Order 11063 ("Equal Opportunity in Housing");

(iii) 570.602 - Prohibits discrimination on the basis of race, sex, or age for activities under the program;

(iv) 570.603 - Requires adherence to the labor standards embodied in the Davis-Bacon Act and the Contract Work Hours and Safety Standards Act in accordance with Section 110 of Title I of The Housing and Community Development Act, i.e., 42 U.S.C. 5301, *et seq.* (the "Act").

(v) 570.604 - Refers grant recipients to Section 104(g) of the Act and 24 CFR Part 58 for those regulations and procedures aimed at furthering the purposes of the National Environmental Policy Act of 1969. The foregoing notwithstanding, CENTER shall not assume COUNTY's environmental responsibilities, as described in 24 CFR Sec. 570.604 "Environmental Standards", nor COUNTY's responsibility to initiate an environmental review process. However, CENTER is not exempt from performing site-specific environmental reviews in accordance with state and local regulations, nor is CENTER released from any environmental pollution that it may cause or have caused, and CENTER shall assume full liability therefore.

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

(vii) 570.606 - Requires that grant recipients and subrecipients adopt and utilize policies that best assure minimizing displacement of persons, families, businesses, farms, and non-profit

organizations from areas of grant funded, rehabilitation activities pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601-4655.

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

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

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

(xi) 570.611 - Establishes the bidding requirements, the code of conduct, and conflict of interest provisions applicable for the procurement of goods and services and post award contract administration relative to activities funded under 24 C.F.R. 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 residents, newly legalized aliens.

(xv) 570.614 - Requires that any public buildings and other facilities constructed with CDBG funds be compliant with the

Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157) and the Americans with Disabilities Act (42 U.S.C. § 12131 and 47 U.S.C. §§155, 201, 218, and 225).

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

(4) CENTER shall comply with the "Local Relocation and Antidisplacement Policy" (the "Policy") as adopted by COUNTY. Should CENTER's performance during this Agreement necessitate, as determined by applicable federal regulations, compliance with the Uniform Relocation Assistance and Real Property Act (the "Act"), CENTER shall immediately notify COUNTY accordingly. Upon such notification, COUNTY shall implement and administer all requirements of the Policy and the Act pursuant to this Agreement. The parties agree that should the aforementioned occur,

COUNTY shall use funds budgeted in Exhibit B to pay for relocation and displacement costs required hereunder.

Section 7. Project Publicity. Any news release, project sign, or other type of publicity pertaining to the project described herein shall recognize the Seminole County Board of County Commissioners as the recipient of funding by HUD and providing funds to CENTER.

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

Section 9. Reporting Requirements. CENTER shall fully complete and provide to the CD Administrator a monthly report, attached hereto and incorporated herein as Exhibit D, summarizing the number of active Project components under construction, all bid information, and construction summaries. CENTER shall provide the monthly reports as part of the financial payment process no later than the fifteenth (15th) day of each month. Failure by CENTER to submit a monthly report (Exhibit D) shall allow COUNTY to withhold payment on the next Request for Payment submitted by CENTER until the required monthly report is submitted as mandated herein. Further, CENTER shall fully complete and provide to the CD Administrator, in a timely manner, an "End of Project Report," attached hereto and incorporated herein as Exhibit E. COUNTY shall have access to and be provided copies and transcripts of any records necessary in the sole determination of COUNTY or HUD to accomplish this obligation.

Section 10. Maintenance of Records.

(a) CENTER 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 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 CENTER pursuant to this Agreement;

(B) Bills and invoices for all services purchased by CENTER pursuant to this Agreement;

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

(D) All capital expenditures in excess of SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$750.00), including a description, model, serial number, and date and cost of acquisition.

(b) CENTER 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.

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

Section 11. Liability. Except for any payment specifically set forth herein, COUNTY shall not be liable to any person, firm, entity, or

corporation in connection with the services CENTER has agreed to perform hereunder, or for debts or claims accruing to such parties against CENTER. 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 CENTER as a result of this Agreement, including the contractors, subcontractors, and vendors who may from time to time be employed by CENTER.

Section 12. Subcontracts. All contracts made by CENTER to perform the activities described in Exhibit A shall comply with all applicable laws, rules, and regulations set forth in the Agreement. Only subcontracts for work or services as set forth in Exhibit A are authorized by this Agreement. Any further work or services which CENTER wishes to subcontract must be approved in writing by the CD Administrator and may not exceed the financial restraints forth in Section 5 of this Agreement.

Section 13. Indemnification.

(a) CENTER shall hold harmless and indemnify COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees, and expenses of whatsoever kind, type, or nature which COUNTY may sustain, suffer, or incur or be required to pay by reason of the following: loss of any monies paid to CENTER or whomsoever, resulting out of CENTER's fraud, defalcation, dishonesty, or failure of CENTER to comply with applicable laws or regulations; any act or omission of CENTER 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 COUNTY upon any alleged liability arising out of the Agreement, or any other matter relating to this Agreement, COUNTY shall promptly provide notice in writing thereof to CENTER by registered or certified mail addressed to CENTER at the address provided hereinafter. Upon receiving such notice, CENTER, 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 COUNTY. COUNTY shall cooperate to a reasonable extent in CENTER'S defense of any such action, suit, or proceeding.

(c) The provisions of Section 768.28, Florida Statutes, shall govern matters of liability with respect to COUNTY.

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

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

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

Section 17. Program Income. In the event that any program income is received by CENTER as a direct result of the investment of any COUNTY funds awarded under this Agreement during or after the term of the Agreement, CENTER shall immediately render such program income to COUNTY for proper accounting in the CDBG fund.

Section 18. Non-Expendable Property. Any non-expendable personal property acquired by CENTER through funds issued by 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 COUNTY and HUD in accordance with the aforesaid provisions.

Section 19. Reversion of Assets. Upon expiration of this Agreement, CENTER shall immediately transfer to COUNTY any remaining CDBG funds and any accounts receivable attributable to the use of CDBG funds distributed pursuant to this Agreement. The distribution of any real property controlled by CENTER and acquired or improved in whole or in part after receiving the express approval of COUNTY, with CDBG funds in excess of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) shall be governed by 24 C.F.R. Sections 570.503(7) and 24 C.F.R. 85.31; and if such property is sold to another party, the provisions of 24 C.F.R. 570.504(4) and (5) and 24 C.F.R. 570.505(c) shall also apply with respect to income derived therefrom.

Section 20. Suspension and Termination. In accordance with 24 C.F.R. Sections 84.60-62, COUNTY may immediately suspend or terminate any term or condition hereunder. Notice thereof shall be provided pursuant to this Agreement. This Agreement may also be terminated for reasons of enforcement or convenience in accordance with 24 C.F.R. Sections 85.43 and 85.44 or for cause by COUNTY.

Section 21. Breach. Any failure to comply with the Scope of Services or other terms of this Agreement, including particularly, the timely performance and completion of the Project by the date specified in Section 4 hereof, shall constitute a breach of this Agreement.

Section 22. Enforcement of Agreement and Remedies. Upon determination that a breach has occurred, COUNTY reserves all legal and equitable rights to enforce this Agreement and/or recover any monies paid to CENTER pursuant to this Agreement. Specifically and additionally, COUNTY shall have the following available remedies:

- (a) Immediately terminate the Agreement, with or without notice;
- (b) Reallocate the remaining uncommitted funds toward another CDBG program;
- (c) Withhold issuance of any further funds, regardless of whether such funds have been encumbered by CENTER;
- (d) Demand CENTER immediately repay any monies expended in accordance with the Agreement;
- (e) Require specific performance of the Agreement;
- (f) Demand payment and/or performance from the surety, if applicable; and/or

(g) Impose a lien upon any and all of CENTER's real or personal property. To create such a lien, COUNTY shall send a letter to CENTER demanding refund of any monies expended to CENTER pursuant to this Agreement. Said letter shall be recorded in the public records of Seminole County and thereafter shall constitute a lien upon CENTER's real and personal property.

Section 23. Certification Regarding Lobbying. CENTER 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, CENTER shall complete and submit a "Disclosure of Lobbying Activities" (Standard Form SF-LLL) or its equivalent as approved by the Office of Management and Budget.

Section 24. Notice. Whenever either party desires to give notice unto the other, notice may be sent to:

For COUNTY:

CD Administrator
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Florida 32773

For FAMILY HEALTH CENTER:

President
Central Florida Family Health Center, Inc.
2400 State Road 415
Sanford, FL 32771

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

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

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

Section 27. Severability. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not

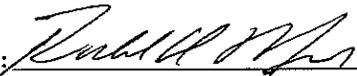
expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of the Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of the Agreement.

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

ATTEST:

CENTRAL FLORIDA FAMILY
HEALTH CENTER, INC.

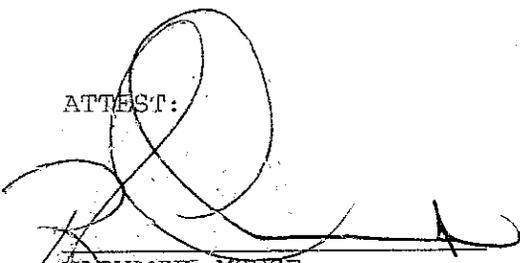

RICHARD RHODES, Secretary

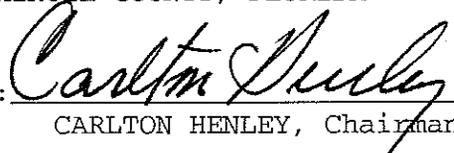
By: 
RICHARD MANN, President

Date: 12-13-06

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA


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

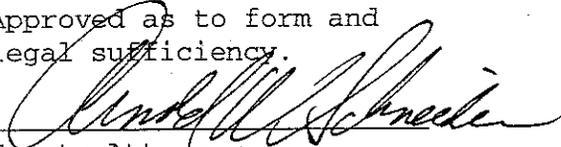
By: 
CARLTON HENLEY, Chairman

Date: 1-29-07

For the use and reliance
of Seminole County only.

As authorized for execution by
the Board of County Commissioners
at their JAN. 23, 2007
regular meeting.

Approved as to form and
legal sufficiency.


County Attorney

Attachments:

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

EXHIBIT A

SCOPE OF SERVICES

CENTRAL FLORIDA FAMILY HEALTH CENTER, INC.

CDBG 2006-2007

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

CENTER shall provide for the professional design, engineering, and construction services for expansion of the parking lot at its primary health care facility at 2400 State Road 415, Sanford, Florida (the "Project"). The Project is a central component in meeting the increasing demand for primary health care services to persons of Low and Moderate Income in Seminole County. CENTER expects as many as 3,000 new users annually for its services amounting to approximately 6,500 additional patient visits per year.

The Project shall consist of land clearing/site work, drainage improvements, attendant relocation and modification to water and sewer infrastructure, paving, striping, landscaping, and irrigation. All facets of the Project shall be according to the cost estimates, plans, drawings, and specifications prepared by CPH Engineers, Inc. of Sanford, Florida, as heretofore filed with and approved by COUNTY and as may be necessary by other state or federal government agencies.

The completed Project shall be used only as a parking lot in connection with providing primary health care to persons of Low and Moderate Income until March 31, 2023, and for no other purpose.

TASK ONE: DOCUMENTS AND BID PROCESS

(a) CENTER, where applicable, shall have construction drawings and site plans reviewed and approved by the reviewing authorities for Seminole County and the State of Florida.

(b) CENTER shall apply for and submit copies of all issued building permits and other required permits to COUNTY.

(c) CENTER shall prepare all documents required for bidding. The documents shall be submitted to COUNTY for review and approval prior to bidding. COUNTY shall review the documents and incorporate terms and conditions as required by COUNTY or by federal requirements.

(d) CENTER shall comply with the requirements of 24 CFR Part 84.44 and OMB Circular A-110 SUBPART C .40-.48 both of which define "Procurement".

TASK TWO: BID RESPONSE REVIEW

Following the close of the bidding period, COUNTY and CENTER shall jointly review the bids received. After review, CENTER shall verify contractor qualifications, and COUNTY shall verify that the apparent low and successful bidder is not suspended or debarred from doing business under federally funded contracts.

TASK THREE: CONTRACTOR SELECTION

CENTER shall select, with COUNTY acting in an advisory capacity, the contractors to be awarded the Project construction contract. CENTER shall prepare and negotiate the contracts with the contractors and monitor the performance to meet certain requirements, such as, but not limited to, appropriate contractor licensing, proper insurance coverage, certificates, and permits.

TASK FOUR: PRE-CONSTRUCTION CONFERENCE

CENTER and COUNTY shall hold a joint pre-construction conference at the CENTRAL FLORIDA FAMILY HEALTH CENTER with the contractor, subcontractors, utility company representatives (if applicable), and other construction involved entities for the purpose of:

1. Identifying the project managers;
2. Discussing the plans and specifications;
3. Discussing construction procedures and establishing a construction schedule;
4. Answering any questions prior to construction; and
5. Discussing Federal requirements and regulations (COUNTY staff shall present this information.)

TASK FIVE: PROJECT MONITORING & PROGRESS REPORTS

CENTER shall provide a project manager to monitor the activities. The project manager shall be responsible for responding to all requests by COUNTY. In accordance with Section 9 of the Agreement, the project manager for CENTER shall provide monthly reports (attached hereto as EXHIBIT D) to COUNTY by the fifteenth (15th) day of every month.

TASK SIX: PAYMENT

CENTER shall receive payments from COUNTY in accordance with Section 5 of the Agreement.

EXHIBIT B

PROJECT BUDGET

CENTRAL FLORIDA FAMILY HEALTH CENTER, INC.

CDBG 2006-2007

Activity	Budget
Payment of CDBG Funds to the Central Florida Family Health Center, Inc. for the expansion of the parking lot located at 2400 State Road 415, Sanford, Florida.	<u>\$200,000.00</u>
TOTAL CDBG 2006-2007	\$200,000.00

The Central Florida Family Health Center, Inc. will invest at least \$400,000 of its funds (leverage) prior to construction contract award (see Exhibit B: Attachment 1). The Project Leveraging amount of \$400,000 must be invested by no later than June 30, 2007, allowing sufficient time for Project completion and for adequate staffing requirements upon Project completion.

EXHIBIT B - ATTACHMENT 1

PROJECT BUDGET

CENTRAL FLORIDA FAMILY HEALTH CENTER, INC.
Leveraging and CDBG Funding

FAMILY HEALTH CENTER

SOURCES AND USES OF FUNDS

Project Design, Engineering, and Construction	\$352,000.00	
Funding for Full-Time Physician and Staff	\$248,000.00	
TOTAL PROJECT COST		\$600,000.00
CDBG Funding	\$200,000.00	
Initial Leveraged Funding	\$152,000.00	
		\$352,000.00
Remaining Leveraged Funding Required for Full-Time Physician and Staff (Salaries)		\$248,000.00

EXHIBIT C

CENTRAL FLORIDA FAMILY HEALTH CENTER, INC.

REQUEST FOR PAYMENT

CDBG 2006-2007

Subrecipient: Central Florida Family Health Center, Inc.

Name of Activity: Parking lot expansion

Mailing Address: 2400 State Road 415
Sanford, FL 32771

Contact Person: _____

Payment Request No: _____ Telephone Number: _____

Activity	Original Budget Amount	Payment Amount this Request	Paid To Date	Budget Balance
Parking Lot Expansion	\$200,000.00	\$	\$	\$
TOTAL	\$200,000.00	\$	\$	\$

Attach a copy of all supporting documentation for this Payment Request

Estimated Activity Completion Date: _____

Subrecipient/Interlocal Agreement Required Completion Date: March 31, 2008

Submitted By: _____ Title: _____

Signature: _____ Date: _____

EXHIBIT D

CENTRAL FLORIDA FAMILY HEALTH CENTER, INC.

MONTHLY REPORT

CDBG 2006-2007

Status Report for Month of _____

Subrecipient: Central Florida Family Health Center, Inc.
 Mailing Address: 2400 State Road 415, Sanford, FL 32771

Contact Person: _____ Telephone: _____

NARRATIVE DESCRIPTION OF ACTIVITY STATUS/MILESTONES:

III. BUDGET STATUS

ACTIVITY	(A) ORIGINAL BUDGET AMOUNT	(B) PREVIOUS TOTAL TO DATE	(C) PAYMENTS THIS MONTH	(D) (D) = (B) + (C) TOTAL PAID TO DATE	OUTSTANDING OBLIGATIONS	(A-D) BUDGET BALANCE
Parking Lot Expansion	\$200,000.00	\$	\$	\$		\$
TOTAL	\$200,000.00	\$	\$	\$		\$

Signed: _____

EXHIBIT E

END OF YEAR REPORT

CENTRAL FLORIDA FAMILY HEALTH CENTER, INC.

CDBG 2006-2007

Type of service provided: Health Facilities for low-income persons
 HUD IDIS Matrix Code: 03 - Public Facilities and Improvements (General) 570.201(c)
 Total number of people who now have improved and increased access to this service or benefit: _____
 Objective: Suitable Living Environment
 Outcome: Sustainability

White/ Hispanic	Black/ African American Hispanic	Asian/ Hispanic	American/ Indian/ Alaskan Native/ Hispanic	Native Hawaiian/ Other Pacific Islander/ Hispanic	American Indian/ Alaskan Native & White/ Hispanic	Asian & White/ Hispanic	Black/ African American & White/ Hispanic	American Indian/ Alaskan Native & Black African American/ Hispanic	Other Multi- racial/ Hispanic	Hispanic	Female Head of House- hold

Any other special accomplishments:

Signed: _____

**FIRST AMENDMENT TO SEMINOLE COUNTY/
CENTRAL FLORIDA FAMILY HEALTH CENTER, INC.
HUD/CDBG SUBRECIPIENT AGREEMENT
PROGRAM YEAR 2006-2007**

THIS FIRST AMENDMENT TO AGREEMENT, entered into this ____ day of _____, 2008, 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 **CENTRAL FLORIDA FAMILY HEALTH CENTER, INC.**, a corporation organized under the laws of the State of Florida, whose address is 2400 State Road 415, Sanford, Florida 32771, hereinafter referred to as "CENTER".

WHEREAS, COUNTY and CENTER heretofore entered into that certain Seminole County/Central Florida Family Health Center, Inc. HUD/CDBG Subrecipient Agreement, Program Year 2006-2007, dated January 29, 2007, (the "Agreement") relative to financing of improvements to CENTER's primary health care facility located at 2400 State Road 415, Sanford, Florida; and

WHEREAS, parties hereto have determined that additional time is necessary to complete the Project and that establishment of the Project performance timetable as set forth herein is essential to assure compliance with the revised Project completion date of March 31, 2009,

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 to the Agreement upon which the parties have relied.

Section 2. Amendment to Section 4 of the Agreement. Section 4 of the Agreement is hereby amended to read as follows:

"Section 4. Term.

(a) COUNTY shall pay CENTER for the services described in Exhibit A A-1, performed by CENTER up to the limits set forth in Section 5. All such services shall be performed by CENTER in accordance with applicable requirements of HUD with payment contingent thereupon. CENTER shall perform and complete all Project services described in Exhibit A A-1 by no later than ~~March 31, 2008~~ March 31, 2009, unless the Agreement is otherwise amended or extended by written agreement of the parties as provided hereunder and in accordance with the expenditure schedule in Section 5(e) of this Agreement.

(b) Notwithstanding the requirements of 24 CFR 570.505 ("Use of real property"), this Agreement  shall remain in full force and effect until ~~March 31, 2023~~ March 31, 2024, during which time the completed Project may only be used as parking for Low and Moderate Income clients in Seminole County who seek the services of CENTER."

Section 3. Amendment to Section 5(e) of the Agreement. Section 5(e) of the Agreement, is hereby amended to provide for a mandatory Project completion and expenditure schedule and shall henceforth read as follows:

"(e) Upon receipt of the documentation listed above, COUNTY shall initiate payment to CENTER. 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 CENTER, its vendors, contractors, and subcontractors have performed services in full compliance with all

CDBG requirements and properly invoiced the request for payment, payment shall be rendered by COUNTY within thirty (30) days of its receipt of payment request. As an express condition of receiving continued payments of CDBG funds from COUNTY, CENTER shall meet and adhere to the following timetable for Project completion and expenditure of funds:

(1) June 30, 2008 - \$50,000.00 of CDBG funds expended and not less than twenty-five percent (25%) of Project construction completed;

(2) September 30, 2008 - an additional \$50,000.00 of CDBG funds expended with cumulative total expenditures of not less than \$100,000.00 and not less than fifty percent (50%) of Project construction completed;

(3) December 31, 2008 - an additional \$50,000.00 of CDBG funds expended with cumulative total expenditures of not less than \$150,000.00 and not less than seventy-five percent (75%) of Project construction completed;



(4) February 28, 2009 - an additional \$40,000.00 of CDBG funds expended with cumulative total expenditures of not less than \$190,000.00 and not less than ninety percent (90%) of Project construction completed;

(5) March 31, 2009 - expenditure of the last \$10,000.00 of CDBG funds with cumulative total expenditures of not less than \$200,000.00 and one hundred percent (100%) of Project construction completed.

Failure to meet or adhere to the above performance completion dates shall be deemed a breach of this Agreement and may, at the sole option of COUNTY, result in a denial of future payment requests, recapture of CDBG funds previously paid to CENTER, termination of this Agreement or initiation of other available remedies under Sections 20 and 22, respectively, of this Agreement."

Section 4. Amendment to Exhibits A and C of the Agreement.

(a) Exhibit A to the Agreement is hereby superseded and replaced by Exhibit A-1 to this First Amendment and is incorporated into the Agreement by reference.

(b) Exhibit C to the Agreement is hereby superseded and replaced by Exhibit C-1 to this First Amendment and is incorporated into the Agreement by reference.

Section 5. Effect On Prior Agreement. All other terms and provisions of the Agreement and the Exhibits thereto which are not expressly amended by this First Amendment shall remain in full force and effect. Those provisions as amended by this First Amendment together with the remaining unchanged provisions of the Agreement and its other Exhibits shall constitute the entire understanding of the parties as to the subject matter of the Agreement.

Section 6. Headings. All articles and descriptive headings of paragraphs in this First Amendment are inserted for convenience only and shall not affect the construction or interpretation hereof.

Section 7. Severability. If any one or more of the covenants or provisions of this First Amendment 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 severable from the remaining covenants or provisions hereof or of the Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of said instruments.

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

ATTEST:

CENTRAL FLORIDA FAMILY HEALTH CENTER, INC.

Sonia C. Silva
SONIA C. SILVA, Secretary

By: *[Signature]*
DENNIS DOLGNER, President

Date: 1/29/08

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY, 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

Attachments:

- 1. Exhibit A-1: Revised Scope of Services
- 2. Exhibit C-1: Revised Request for Payment

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EXHIBIT A-1
REVISED SCOPE OF SERVICES
CENTRAL FLORIDA FAMILY HEALTH CENTER, INC.
CDBG 2006-2007

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

CENTER shall provide for the professional design, engineering, and construction services for an 82 space expansion of the parking lot at its primary health care facility at 2400 State Road 415, Sanford, Florida (the "Project"). The Project is a central component in meeting the increasing demand for primary health care services to persons of Low and Moderate Income in Seminole County. CENTER expects as many as 3,000 new users annually for its services amounting to approximately 6,500 additional patient visits per year.

The Project shall consist of land clearing/site work, drainage improvements, attendant relocation and modification to water and sewer infrastructure, paving, striping, landscaping, and irrigation. All facets of the Project shall be according to the cost estimates, plans, drawings, and specifications prepared by CPH Engineers, Inc. of Sanford, Florida, as heretofore filed with and approved by COUNTY and as may be necessary by other state or federal government agencies.

The Project shall be completed by no later than March 31, 2009. The completed Project shall be used only as a parking lot in connection with providing primary health care to persons of Low and Moderate Income until March 31, ~~2023~~ 2024, and for no other purpose.

TASK ONE: DOCUMENTS AND BID PROCESS

(a) CENTER, where applicable, shall have construction drawings and site plans reviewed and approved by the reviewing authorities for Seminole County and the State of Florida.

(b) CENTER shall apply for and submit copies of all issued building permits and other required permits to COUNTY.

(c) CENTER shall prepare all documents required for bidding. The documents shall be submitted to COUNTY for review and approval prior to bidding. COUNTY shall review the documents and incorporate terms and conditions as required by COUNTY or by federal requirements.

(d) CENTER shall comply with the requirements of 24 CFR Part 84.44 and OMB Circular A-110 SUBPART C .40-.48 both of which define "Procurement".

TASK TWO: BID RESPONSE REVIEW

Following the close of the bidding period, COUNTY and CENTER shall jointly review the bids received. After review, CENTER shall verify contractor qualifications, and COUNTY shall verify that the apparent low and successful bidder is not suspended or debarred from doing business under federally funded contracts.

TASK THREE: CONTRACTOR SELECTION

CENTER shall select, with COUNTY acting in an advisory capacity, the contractors to be awarded the Project construction contract. CENTER shall prepare and negotiate the contracts with the contractors and monitor the performance to meet certain requirements, such as, but not limited to, appropriate contractor licensing, proper insurance coverage, certificates, and permits.

TASK FOUR: PRE-CONSTRUCTION CONFERENCE

CENTER and COUNTY shall hold a joint pre-construction conference at CENTRAL FLORIDA FAMILY HEALTH CENTER with the contractor, subcontractors, utility company representatives (if applicable), and other construction involved entities for the purpose of:

1. Identifying the project managers;
2. Discussing the plans and specifications;
3. Discussing construction procedures and establishing a construction schedule;
4. Answering any questions prior to construction; and
5. Discussing Federal requirements and regulations (COUNTY staff shall present this information.)

TASK FIVE: PROJECT MONITORING & PROGRESS REPORTS

CENTER shall provide a project manager to monitor the activities. The project manager shall be responsible for responding to all requests by COUNTY. In accordance with Section 9 of the Agreement, the project manager for CENTER shall provide monthly reports (attached hereto as EXHIBIT D) to COUNTY by the fifteenth (15th) day of every month.

TASK SIX: PAYMENT

CENTER shall receive payments from COUNTY in accordance with Section 5 of the Agreement. CENTER shall strictly adhere to the Project completion and fund expenditure timetable specified in Section 5(e) of the Agreement with 100% completion by no later than March 31, 2009. Failure to adhere to said timetable shall be a breach of the Agreement and may, at the option of the COUNTY result in denial of subsequent request for payment, termination of the Agreement, recapture of all funds previously paid to CENTER or initiation of other remedies pursuant to Section 22 of the Agreement.

EXHIBIT C-1
CENTRAL FLORIDA FAMILY HEALTH CENTER, INC.
REVISED REQUEST FOR PAYMENT
CDBG 2006-2007

Subrecipient: Central Florida Family Health Center, Inc.
 Name of Activity: Parking lot expansion
 Mailing Address: 2400 State Road 415
Sanford, FL 32771
 Contact Person: _____

Payment Request No: _____ Telephone Number: _____

Activity	Original Budget Amount	Payment Amount this Request	Paid To Date	Budget Balance
Parking Lot Expansion	\$200,000.00	\$ 	\$	\$
TOTAL	\$200,000.00	\$	\$	\$

Attach a copy of all supporting documentation for this Payment Request

Estimated Activity Completion Date: _____

Subrecipient/Interlocal Agreement Required Completion Date: ~~March 31, 2008~~ March 31, 2009. Requests for payment submitted after March 31, 2009 will not be approved by the COUNTY.

Submitted By: _____ Title: _____

Signature: _____ Date: _____