
**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: First Amendment to the Seminole County/City of Casselberry, Florida HUD Community Development Block Grant Subrecipient Agreement Program Year 2007-2008

DEPARTMENT: Community Services

DIVISION: CDBG

AUTHORIZED BY: Joe Forte

CONTACT: Becky Heckters

EXT: 2388

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the First Amendment to the Seminole County/City of Casselberry, Florida HUD Community Development Block Grant Subrecipient Agreement Program Year 2007-2008.

District 2 Michael McLean

Robert Heenan

BACKGROUND:

On July 24, 2007 the Board of County Commissioners (Board) approved 2007-2008 CDBG Program Year funding to the City of Casselberry (City) in the amount of \$400,000. Funding is provided for stormwater drainage, water utility system and sidewalk improvements to a section of Anchor Road, abutting the East Altamonte Target Area. The City will leverage this project with \$524,144 to assist in construction costs, as well as construct and modify their water and sewer system located in the right-of-way of Anchor Road.

The City and County Public Works have been planning additional improvement projects related to Anchor Road right-of-way, including improved stormwater system with curb and gutter, construction of sidewalks, and installation of utility lines. The parties have concluded that it would be in the public interest to accomplish these various improvements under a single construction project and construction contract. Such a combined project would be funded in part by COUNTY funds, in part by CITY funds, and in part by CDBG funds. Therefore, the City has agreed, through a Seminole County/City of Casselberry Joint Facilities Agreement, to manage this combined project (reference SciNet #537-2008).

Due to delays in obtaining certain permits from regulatory agencies not under the control of these parties, as well as time constraints involved with the development of the new Joint Facilities Agreement, the City respectfully requested changes to the funding milestones and project completion date represented within the original Subrecipient Agreement.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the First Amendment to the Seminole County/City of Casselberry, Florida HUD Community Development Block Grant Subrecipient Agreement Program Year 2007-2008.

ATTACHMENTS:

1. First Amendment to Agreement
2. Agreement

Additionally Reviewed By:

County Attorney Review (Arnold Schneider)

**FIRST AMENDMENT TO AGREEMENT
SEMINOLE COUNTY/CITY OF CASSELBERRY, FLORIDA
HUD COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT
PROGRAM YEAR 2007-2008**

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 the **CITY OF CASSELBERRY, FLORIDA**, a Florida municipality, whose address is 95 Triplet Lake Drive, Casselberry, Florida 32707, hereinafter referred to as "CITY".

WHEREAS, COUNTY and CITY previously entered into that certain Seminole County/City of Casselberry, Florida HUD Community Development Block Grant Subrecipient Agreement Program Year 2007-2008 dated December 26, 2007 (the "Agreement") for the purpose of funding construction and installation services relative to storm water drainage infrastructure improvements, curbs and sidewalks along Anchor Road; and

WHEREAS, delays in obtaining certain permits from regulatory agencies not under the control of either party hereto, the need to revise estimated outlays required for certain earlier Project milestones such as engineering and design all result in the need to extend the term of the Agreement and to revise the minimum, cumulative CDBG expenditure deadlines therein; and

WHEREAS, the Project scope is in need of clarification to further include improvements to CITY's water utility system for enhanced neighborhood fire protection; and

WHEREAS, both COUNTY and CITY wish to continue with the Project and further agree that the above stated revisions hereby enacted by this First Amendment are necessary, desirable and in the public interest,

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, upon which the parties have relied, are true and form a material part of this First Amendment and the Agreement as hereby amended.

Section 2. Amendment to Section 2(g) of the Agreement. Section 2(g) of the Agreement, defining the Project is hereby amended to read as follows:

(g) "Project" means the professional design, engineering, construction, and inspection services for improvements to the stormwater drainage system, utility and fire protection system improvements and installation of curbs and sidewalks along Anchor Road in the so-called "East Altamonte neighborhood" located in the City of Casselberry. Said improvements shall commence at the intersection of Anchor Road and State Road 436 and then north along Anchor Road to the intersection of Michelle Drive. The Project is more fully described in the Scope of Services, attached as Revised Exhibit A-1 to this Agreement, and in the Project Budget, attached as Revised Exhibit B-1 to this Agreement and all attachments to said Exhibits, both of which are fully incorporated herein by reference.

Section 3. Amendment to Section 4 of the Agreement. Section 4 of the Agreement "Term" is hereby amended to read as follows:

SECTION 4. TERM.

(a) COUNTY shall pay CITY for the services described in Revised Exhibit A-1 and performed by CITY up to the limits set forth in Section 5 hereof and Revised Exhibit B-1, both such Exhibits being fully incorporated herein by reference. All such services shall be performed by CITY in accordance with applicable requirements of HUD with payment contingent thereupon. CITY shall perform and complete all Project services described in Revised Exhibit A-1 no later than December 31, ~~2008~~ 2009 unless the Agreement is otherwise amended or extended by written agreement of the parties as provided hereunder. This Agreement shall remain in full force and effect until January 31, ~~2009~~ 2010 to accommodate the above stated Project completion and the final reporting date of January 31, ~~2009~~ 2010, as required by Section 9 hereof. The foregoing termination date notwithstanding, Sections 10, 11, 13, 17, 19, 22, and 23 shall be deemed to continue in effect after the expiration date.

Section 4. Amendment to Section 5(f) of the Agreement. Section 5(f) of the Original Agreement is hereby amended to read as follows:

"(f) CITY shall adhere to the following schedule regarding the Project construction, completion, and expenditures of CDBG funds:

~~(i) by no later than December 31, 2007 - \$50,000.00;~~

~~(ii) by no later than March 31, 2008 - \$100,000.00 with cumulative expenditures of not less than \$150,000.00;~~

~~(iii) by no later than June 30, 2008 - \$100,000.00 with cumulative expenditures of not less than \$250,000.00;~~
~~(iv) by no later than September 30, 2008 - \$100,000.00 with cumulative expenditures of not less than \$350,000.00;~~
~~(v) by no later than December 31, 2008 - \$50,000.00 with cumulative expenditures of not less than \$400,000.00.~~
(i) by no later than January 31, 2008 - \$50,000.00;
(ii) by no later than March 31, 2008 - \$37,000.00 with cumulative expenditures of not less than \$87,000.00;
(iii) by no later than June 30, 2008 - \$20,000.00 with cumulative expenditures of not less than \$107,000.00;
(iv) by no later than September 30, 2008 - \$13,000.00 with cumulative expenditures of not less than \$120,000.00;
(v) by no later than March 31, 2009 - \$50,000.00 with cumulative expenditures of not less than \$170,000.00;
(vi) by no later than August 31, 2009 - \$70,000.00 with cumulative expenditures of not less than \$240,000.00; and
(vii) by no later than December 31, 2009 - \$160,000 with total cumulative expenditures of \$400,000.00 and completion of the Project.

Failure to meet the above Project completion and funding milestones shall be an event of default hereunder resulting in recapture of all unspent CDBG funds and the cessation of future payments to CITY. In such circumstances, COUNTY reserves the right to re-allocate the subject CDBG funds to other eligible CDBG projects or programs of the COUNTY."

Section 5. Amendment to Section 6(b)(iv) of the Agreement.

Section 6(b)(iv) of the Agreement relating to compliance with certain Federal labor standards is hereby amended to read as follows:

(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"). CITY shall also apply and adhere to said regulations with respect to the separately funded and indirectly related paving improvements along Anchor Road that are the subject of a separate intergovernmental agreement between CITY and COUNTY.

Section 6. Amendment to Section 6(c)(4) of the Agreement.

Section 6(c)(4) of the Agreement addressing CITY's compliance with Federal and COUNTY anti-displacement policies is hereby amended to read as follows:

"(4) CITY shall comply with the "Local Relocation and Antidisplacement Policy" (the "Policy") as adopted by COUNTY and as it may be amended from time to time. Should CITY's performance during this Agreement necessitate, as determined by applicable federal regulations, compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act (the "Act"), CITY 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 Revised Exhibit B-1 to pay for relocation and displacement costs required hereunder. CITY's violation of the Uniform

Relocation Assistance and Real Property Acquisition Policies Act, 24 CFR 570.606 or any COUNTY policy in furtherance of such objectives may result in denial of all CDBG Project funding at the sole determination of COUNTY."

Section 7. Amendment to Section 9 of the Agreement. Section 9 "Reporting Requirements" is hereby amended to read as follows:

SECTION 9. REPORTING REQUIREMENTS. CITY shall fully complete and provide to the CS Administrator a monthly report in the form of Exhibit D (attached hereto and incorporated herein) summarizing the number of active Project components under construction, all bid information, and construction summaries. CITY shall provide the monthly reports no later than the fifteenth (15th) day of each month. Failure by CITY to submit a monthly report shall allow COUNTY to withhold reimbursement payment on the Request for Payment submitted by CITY until the required monthly report is submitted as mandated herein. CITY shall provide an end of Project financial reporting and reconciliation statement upon completion of the Project and in no event later than January 31, ~~2009~~ 2010. COUNTY shall not be obligated to pay or reimburse any Project costs incurred by CITY after December 31, ~~2009~~ 2009. COUNTY shall have access to and be provided copies and transcripts of any records necessary to accomplish this obligation in the sole determination of COUNTY or HUD.

Section 8. Effect of First Amendment on Agreement. The remaining portions of the Agreement as well as the Exhibits/Attachments thereto not expressly amended by this instrument shall remain in full force and effect as originally agreed upon. The severability clause in Section 28 of the Agreement shall be deemed applicable to this First

Amendment. The term of this First Amendment shall be the same as that for the Agreement itself.

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

ATTEST:

CITY OF CASSELBERRY, FLORIDA

Donna G. Gardner
DONNA G. GARDNER, City Clerk

By: Bob Goff
BOB GOFF, Mayor

Approved as to form and legal sufficiency.

Date: 8-25-08

Colin Reesch
City Attorney

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

Maryanne Morse
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

REVISED EXHIBIT A-1
SCOPE OF SERVICES
CITY OF CASSELBERRY
CDGB 2007-2008

CASSELBERRY shall provide for professional construction and installation services for ~~improvements to~~ the Anchor Road Stormwater Drainage System, utility and fire protection system improvements and associated curb and sidewalk improvements (see Attachment 1). The construction services are being performed to provide enhanced stormwater drainage, pedestrian facilities and fire protection in a neighborhood area predominantly occupied by low and moderate income households.

TASK ONE - DOCUMENTS AND BID PROCESS

A. CASSELBERRY shall have all construction drawings and site plans reviewed and approved by the reviewing authorities for the City of Casselberry and the Community Development Office of Seminole County.

B. CASSELBERRY shall apply for and submit copies of all applicable permits to COUNTY.

C. CASSELBERRY 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 CDBG regulations. Bid terms shall include minimum insurance and performance bond requirements as set forth in the Agreement and Exhibit E to the Agreement.

D. CASSELBERRY shall comply with the requirements of 24 C.F.R., Part 85.36 "Procurement" sections (b), (c), (d), (e), (f), (g), (h), and (i), and all other statutes, regulations, the CITY's own procurement code and local ordinances described in Section 6 of the Agreement. In the event of conflict between local and the above specified federal procurement requirements, 24 C.F.R. section 85.36 shall be deemed controlling as to any application of CDBG funds.

TASK TWO - BID RESPONSE REVIEW

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

TASK THREE - CONTRACTOR SELECTION

CASSELBERRY shall select, with COUNTY acting in an advisory capacity,

the contractor(s) to be awarded the Project. CASSELBERRY 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. The COUNTY shall be deemed a beneficial party in all Project construction contracts by virtue of the substantial CDBG funding provided under the Agreement.

TASK FOUR - PRE-CONSTRUCTION CONFERENCE

CASSELBERRY and COUNTY shall hold a joint pre-construction conference at Casselberry City Hall with the contractor, subcontractors, utility company representatives (if applicable), and other involved construction entities for the purpose of:

1. Identifying all 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 shall present this information).

TASK FIVE - PROJECTION MONITORING AND PROGRESS REPORTS

CASSELBERRY 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 CASSELBERRY shall provide monthly reports (attached hereto as Exhibit D) to COUNTY by the fifteenth (15th) day of each month.

TASK SIX - PAYMENT

CASSELBERRY shall receive payment from COUNTY in strict accordance with Section 5 of the Agreement, including particularly the Project Completion Schedule in Section 5(f) and the minimum leveraging requirement of Section 5(g) of the Agreement.

Anchor Road Stormwater & Roadway Improvements

-  Proposed Ditch Piping
-  Proposed Sidewalk
-  Easement Dedicated to Seminole County

0 300 600 Feet

Source : Casselberry Public Works Department February 2007
G:\Ind Projects\AnnualPWE\Torres\ProjectAnchor.mxd

End Project

MICHELLE DR

LEMON LN

ANCHOR RD

LIVE OAKS BLVD

Begin Project

E ALTAMONTE DR

REVISED EXHIBIT B-1
PROJECT BUDGET
CITY CASSELBERRY, FLORIDA
CDBG 2007-2008

Activity	Budget
Construction services for improvements to Anchor Road Stormwater Drainage System, utility and fire protection system, curbs and sidewalks and associated improvements constituting the Project as defined in the Agreement.	\$400,000.00
CDBG 2007-2008	\$400,000.00

EXHIBIT D
 CITY OF CASSELBERRY, FLORIDA
 MONTHLY REPORT
 CDEG 2007-2008

Subrecipient: City of Casselberry

Mailing Address: 95 Triplet Lake Drive
Casselberry, FL 32707

Contact Person: _____

Telephone Number: _____

I. NARRATIVE DESCRIPTION OF ACTIVITY STATUS/MILESTONES

II. BUDGET STATUS

Activity	Estimated Budget	Expenses Paid this Month	Total Expenses Paid to Date	Outstanding Obligations	Budget Balance
Anchor Road Drainage Improvements	\$400,000.00	\$	\$	\$	\$
TOTAL	\$400,000.00	\$	\$	\$	\$

SEMINOLE COUNTY/CITY OF CASSELBERRY, FLORIDA
HUD COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT
PROGRAM YEAR 2007-2008

THIS AGREEMENT, entered into this 26 day of December, 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 **CITY OF CASSELBERRY, FLORIDA**, a Florida municipality, whose address is 95 Triplet Lake Drive, Casselberry, Florida 32707, hereinafter referred to as "CITY".

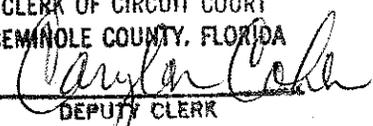
WHEREAS, COUNTY has made application effective October 1, 2006, and entered into a contract with the United States Department of Housing and Urban Development, hereinafter referred to as "HUD," pursuant to Title I, Housing and Community Development Act of 1974, as amended, and implementing regulations 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, CITY shall provide professional construction services for the Anchor Road storm water drainage system serving the East Altamonte neighborhood to benefit the Low and Moderate income residents therein, all as described in Exhibits A and B to this Agreement; and

WHEREAS, COUNTY and CITY have determined that it serves an essential public purpose to fund necessary infrastructure improvements as described herein by entry into this interlocal agreement; and

Seminole County/City of Casselberry
CDBG Agreement/2007-2008
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CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY 
DEPUTY CLERK

WHEREAS, COUNTY has allocated FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$400,000.00) of HUD Community Development Block Grant funds for the storm water drainage system improvement project for the 2007-2008 Program Year,

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 Community Services Director or Community Assistance Division Manager or their designee within COUNTY's Community Services Department.

(c) "County Approval" means written approval by the CS Administrator.

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

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

(f) "Low 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, construction, and inspection services for improvements to the stormwater drainage system and installation of sidewalks along Anchor Road in the so-called "East Altamonte neighborhood" located in the City of Casselberry. The Project is more fully described in the Scope of Services, attached as Exhibit A to this Agreement, and in the Project Budget, attached as Exhibit B to this Agreement, both of which are fully incorporated herein by reference.

SECTION 3. STATEMENT OF WORK.

(a) CITY, in a manner satisfactory to COUNTY, shall perform all Project tasks and services described or referred to in Exhibit A, 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 CITY.

(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 CITY's implementation of the CDBG Project activity funded under this Agreement and for no other purpose.

SECTION 4. TERM.

(a) COUNTY shall pay CITY for the services described in Exhibit A and performed by CITY up to the limits set forth in Section 5 hereof and Exhibit B, both such Exhibits being fully incorporated herein by reference. All such services shall be performed by CITY in accordance with applicable requirements of HUD with payment contingent thereupon. CITY shall perform and complete all Project services described in Exhibit A no later than December 31, 2008, unless the Agreement is otherwise amended or extended by written agreement of the parties as provided hereunder. This Agreement shall remain in full force and effect until January 31, 2009 to accommodate the above stated Project completion and the final reporting date of January 31, 2009, as required by Section 9 hereof. The foregoing termination date notwithstanding, Sections 10, 11, 13, 17, 19, 22, and 23 shall be ~~deemed~~ to continue in effect after the expiration date.

SECTION 5. PAYMENTS.

(a) COUNTY shall direct pay CITY for Project materials and construction/installation services described in this Agreement in accordance with the Project Budget. Requests for payment shall be submitted on the form attached hereto as Exhibit C, along with other required documentation.

(b) COUNTY has allocated FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$400,000.00) of HUD/CDBG funds for completion of the Project. COUNTY will direct pay CITY for Project services rendered pursuant to this Agreement up to FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$400,000.00). In the event that the Project does not require the full amount of FOUR

HUNDRED THOUSAND AND NO/100 DOLLARS (\$400,000.00) 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 funded projects. In the event any excess CDBG funds have already been paid, any such excess, unused, or unencumbered funds shall be returned by CITY to COUNTY within thirty (30) days from the date of Project completion or no later than the expiration date of this Agreement, whichever occurs first.

(c) In no event shall COUNTY make payments until all goods and services rendered are invoiced by the contractor seeking payment and approved in writing by the CITY Manager and the CS Administrator.

(d) 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 and incorporated herein by reference.

(e) Upon receipt of the documentation listed above, COUNTY shall initiate payment to CITY, subject to paragraph (g) below. COUNTY reserves the right to verify by site inspection when necessary that all goods, materials, labor, and services have been properly performed and invoiced. Payment shall be made as soon as practicable; provided, however, that if CITY, 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) CITY shall adhere to the following schedule regarding the Project construction, completion, and expenditure of CDBG funds:

- (i) by no later than December 31, 2007 - \$50,000.00;
- (ii) by no later than March 31, 2008 - \$100,000.00 with cumulative expenditures of not less than \$150,000.00;
- (iii) by no later than June 30, 2008 - \$100,000.00 with cumulative expenditures of not less than \$250,000.00;
- (iv) by no later than September 30, 2008 - \$100,000.00 with cumulative expenditures of not less than \$350,000.00;
- (v) by no later than December 31, 2008 - \$50,000.00 with cumulative expenditures of not less than \$400,000.00.

Failure to meet the above Project completion and funding milestones shall be an event of default hereunder resulting in recapture of all unspent CDBG funds and the ~~cessation~~ cessation of future payments to CITY. In such circumstances, COUNTY reserves the right to re-allocate the subject CDBG funds to other eligible CDBG projects or programs of the COUNTY.

(g) CITY shall utilize its own funds in the amount of FIVE HUNDRED TWENTY-FOUR THOUSAND ONE HUNDRED FORTY-FOUR AND NO/100 DOLLARS (\$524,144.00) as matching/leveraged funding for the Project. Appropriate documentation of leveraged funding application shall be provided to COUNTY prior to award of any construction contracts by CITY. Such leveraged funding must be derived from the CITY's own resources exclusive of any portion of the TWO MILLION THIRTY-FIVE THOUSAND AND NO/100 DOLLARS (\$2,035,000.00) of non-CDBG funding being provided by

COUNTY for Project improvements along the unincorporated portions of Anchor Road.

(h) Within thirty (30) days after completion of all services to be performed under this Agreement, CITY 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 CITY or its contractor(s) and vendor(s) not properly invoiced and received by COUNTY within said thirty (30) day period. However, such time period may be extended at the sole discretion of COUNTY for one (1) additional thirty (30) day period by written notice to CITY, provided that any delay in submission is not occasioned by fault or negligence of CITY, as determined by COUNTY.

(i) 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 CS Administrator has issued prior written approval of such goods or services and subject to formal amendment of this Agreement.

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

SECTION 6. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAW AND REGULATIONS. CITY 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") and A-110 ("Uniform Administrative Requirements for Grants and Other Agreements Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations").

(b) Other Federal Program Requirements: CITY shall also comply with the remaining regulations in 24 CFR 570, Subpart K (§§ 570.600-570.614, 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, CITY 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, CITY is not exempt from performing site-specific environmental reviews in accordance with state and local regulations, nor is CITY released from any environmental pollution that it may cause or have caused, and CITY 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, CITY 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". CITY 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) CITY shall comply with the "Local Relocation and Antidisplacement Policy" (the "Policy") as adopted by COUNTY. Should CITY's performance during this Agreement necessitate, as determined by applicable federal regulations, compliance with the Uniform Relocation Assistance and Real Property Act (the "Act"), CITY 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 as providing CDBG funds to CITY.

SECTION 8. MANAGEMENT ASSISTANCE. The CS Administrator shall be available to CITY to provide guidance on CDBG requirements.

SECTION 9. REPORTING REQUIREMENTS. CITY shall fully complete and provide to the CS Administrator a monthly report in the form of Exhibit D (attached hereto and incorporated herein) summarizing the number of active Project components under construction, all bid information, and construction summaries. CITY shall provide the monthly reports no later than the fifteenth (15th) day of each month. Failure by CITY to submit a monthly report shall allow COUNTY to withhold reimbursement payment on the Request for Payment submitted by CITY until the required monthly report is submitted as mandated herein. CITY shall provide an end of Project financial reporting and reconciliation statement upon completion of the Project and in no event later than January 31, 2009. COUNTY shall not be obligated to pay or reimburse any Project costs incurred by CITY after December 31, 2008. COUNTY shall have access to and be provided copies and transcripts of any records necessary to accomplish this obligation in the sole determination of COUNTY or HUD.

SECTION 10. MAINTENANCE OF RECORDS.

(a) CITY 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. If litigation is commenced regarding any matters which are the subject of this Agreement, then such records shall be maintained until the litigation is concluded. Required records shall include:

(1) All accounts, property, and personnel records 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 CITY pursuant to this Agreement;

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

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

(D) All capital expenditures in excess of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00), including a description, model, serial number, cost of acquisition, and date.

(b) CITY shall prepare or have prepared an annual audit and provide copies thereof to the CS Administrator within thirty (30) days of its completion. Such financial reporting shall be completed for each fiscal year or part thereof during which this Agreement is in effect.

(c) All records, financial statements, 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. 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 CITY has agreed to perform hereunder, or for debts or claims accruing to such parties against CITY. 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 CITY as a result of this Agreement, including consultants, contractors, subcontractors, and vendors who may from time to time be employed by CITY.

SECTION 12. SUBCONTRACTS AND PERFORMANCE BONDS.

(a) All contracts made by CITY to perform the activities described in Exhibit A shall comply with all applicable laws, rules, and regulations set forth in the Agreement. Only contracts and subcontracts for work or services as set forth in Exhibit A are authorized by this Agreement. Any further work or services which CITY 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) CITY shall be fully responsible for the adequacy of services performed and materials provided by Project vendors and contractors and for prompt satisfaction or removal of any liens that may be filed by such persons. Failure to adhere to these terms shall be a default under this Agreement and shall be grounds for COUNTY to withhold subsequent payments. All contractors shall be properly licensed and subject to the same insurance requirements as CITY under this Agreement.

(c) All consultants, vendors, contractors, and subcontractors shall be required to post a performance bond at least equal to the

dollar value of the contracted goods and services. CITY shall furnish the COUNTY with a copy of the subject performance bond(s) in the full amount of the contracted Project costs. The performance bond shall be issued by a reliable surety company in a form acceptable to COUNTY. Said bond shall insure that the time of delivery of 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. Such performance bonds shall be payable to both CITY and COUNTY. 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, CITY shall, at it's own expense if necessary and within fifteen (15) days after receipt of Notice from the COUNTY to do so, furnish additional bonds in such form and amounts and with such sureties as shall be satisfactory to COUNTY.

SECTION 13. INDEMNIFICATION.

CITY hereby assumes responsibility for all claims for personal injury (including death) and property damage arising from its own negligent or intentional torts or those of its employees, officers, directors, contractors, subcontractors, vendors, agents, or other persons under the control of CITY. COUNTY shall be responsible for all of its own negligent or intentional torts or those caused by its employees, agents, elected and appointed officials, officers, directors, board or committee members, and other persons under its control. Section 768.28, Florida Statutes shall govern all aspects of

sovereign immunity and limitation of damages concerning the parties to this Agreement.

SECTION 14. INSURANCE.

(a) CITY shall ensure that its insurance coverage or self-insurance program and the insurance coverage of its contracted agents, vendors, suppliers, contractors, and sub-contractors 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. CITY shall not award bids to any contracting party for Project services that does not provide proof of adequate insurance as a part of its submitted Bid Package and at the time of award.

(b) All of CITY'S outside consultants, Project managers, contractors, and subcontractors ~~shall~~ be fully insured in the amounts and types of insurance specified in Exhibit E to this Agreement, which Exhibit is incorporated herein by reference. Proof of such insurance shall be made available to COUNTY upon request.

SECTION 15. NON-ASSIGNABILITY. Neither party shall assign the Agreement without the prior written consent of the other and 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 CITY as a direct result of the investment of any COUNTY funds awarded under this Agreement during or after the term of the

Agreement, CITY 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 CITY 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, CITY shall immediately transfer to COUNTY any remaining unused CDBG funds and any accounts receivable attributable to the use of CDBG funds distributed pursuant to this Agreement.

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 CITY 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 CITY;
- (d) Demand CITY 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;
- (g) Impose a lien upon any and all of CITY's real or personal property. To create such a lien, COUNTY shall send a letter to CITY demanding refund of any monies expended to CITY pursuant to this Agreement. Said letter shall be recorded in the public records of Seminole County and thereafter shall constitute a lien upon CITY's real and personal property; and/or
- (h) Initiation of legal or equitable proceedings in a court of competent jurisdiction.

SECTION 23. ALTERNATIVE DISPUTE RESOLUTION AND LITIGATION. The parties agree to cooperatively interpret and implement this Agreement in good faith. In the event that a dispute arises, the first level of contact for resolution shall be the City Manager of CITY or his/her designee and the County Manager or his/her designee. If the matter cannot be amicably resolved at that level, then the parties shall

engage in alternative dispute resolution under the terms of Chapter 164, Florida Statutes, the cost of which shall be shared equally. The parties hereto agree that they shall not pursue litigation unless and until all good faith efforts at alternative dispute resolution have been exhausted. The venue for any state actions shall be the Eighteenth Judicial Circuit in and for Seminole County, Florida and for any federal actions the U.S. District Court for the Middle District of Florida, Orlando Division. Each party shall be responsible for its own attorneys fees for any proceedings contemplated herein, regardless of the outcome.

SECTION 24. CERTIFICATION REGARDING LOBBYING. CITY 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, CITY 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 25. NOTICE. Whenever either party desires to give notice unto the other, notice may be sent to:

For COUNTY:

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

For CITY:

Public Works Director
City of Casselberry
95 Triplet Lake Drive
Casselberry, Florida 32707

Either of the parties may change the address or person for receipt of notice without the need for formal amendment to this Agreement, provided that such notice shall be in writing and attached to each party's copy of the Agreement. 

SECTION 26. 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. Both parties agree that they had the opportunity to seek legal counsel in connection their review and execution of this Agreement. Accordingly, this Agreement shall not be construed in favor of one party and against the other merely because it was substantially drafted by only one of the parties.

SECTION 27. 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 25 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 28. 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 severable 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.

(End of Agreement - Signature Page Follows)



IN WITNESS WHEREOF, the parties hereto have caused the Agreement to

be executed:

ATTEST:

CITY OF CASSELBERRY, FLORIDA

Thelma L. McPherson
THELMA L. MCPHERSON, City Clerk

By: [Signature]
BOB GOFF, Mayor

Approved as to form and legal sufficiency.

Date: November 13, 2007

[Signature]
City Attorney

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

[Signature]
MARIANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: Brenda Carey
BRENDA CAREY Chairman

Date: 12/24/07

For the use and reliance of Seminole County only.



As authorized for execution by the Board of County Commissioners at their July 24, 2007 regular meeting.

Approved as to form and legal sufficiency.

[Signature]
County Attorney

Attachments:

1. Exhibit A - Scope of Project Services
2. Exhibit B - Project Budget, Including Attachment 1 (Site Plan of Project)
3. Exhibit C - Request for Payment Form
4. Exhibit D - Monthly Report Form
5. Exhibit E - Minimum Insurance Requirements for Contractors

AWS:jjr
10/3/07

P:\Users\aschneider\HUD-CDBG\2007 - Casselberry CDBG (Anchor Road).doc

EXHIBIT A
SCOPE OF SERVICES
CITY OF CASSELBERRY
CDGB 2007-2008

CASSELBERRY shall provide for professional construction services for improvements to the Anchor Road Stormwater Drainage System and associated improvements (see Attachment 1). The construction services are being performed to provide enhanced stormwater drainage in a neighborhood area predominantly occupied by low and moderate income households.

TASK ONE - DOCUMENTS AND BID PROCESS

A. CASSELBERRY shall have all construction drawings and site plans reviewed and approved by the reviewing authorities for the City of Casselberry and the Community Development Office of Seminole County.

B. CASSELBERRY shall apply for and submit copies of all applicable permits to COUNTY.

C. CASSELBERRY 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 CDBG regulations. Bid terms shall include minimum insurance and performance bond requirements as set forth in the Agreement and Exhibit E to the Agreement.

D. CASSELBERRY shall comply with the requirements of 24 C.F.R., Part 85.36 "Procurement" sections (b), (c), (d), (e), (f), (g), (h), and (i), and all other statutes, regulations, and local ordinances described in Section 6 of the Agreement.

TASK TWO - BID RESPONSE REVIEW

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

TASK THREE - CONTRACTOR SELECTION

CASSELBERRY shall select, with COUNTY acting in an advisor capacity, the contractor(s) to be awarded the Project. CASSELBERRY 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

CASSELBERRY and COUNTY shall hold a joint pre-construction conference at Casselberry City Hall with the contractor, subcontractors, utility company representatives (if applicable), and other involved construction entities for the purpose of:

1. Identifying all 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 shall present this information).

TASK FIVE - PROJECTION MONITORING AND PROGRESS REPORTS

CASSELBERRY 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 CASSELBERRY shall provide monthly reports (attached hereto as Exhibit D) to COUNTY by the fifteenth (15th) day of each month.

TASK SIX - PAYMENT

CASSELBERRY shall receive payment from COUNTY in strict accordance with Section 5 of the Agreement, including particularly the Project Completion Schedule in Section 5(f) and the minimum leveraging requirement of Section 5(g) of the Agreement.



City of Casselberry

Acting Community Development Director

95 Triplet Lake Drive, Casselberry, Florida 32707 • Telephone (407) 262-7700, Ext. 1108
Fax (407) 262-7783 • Email: ssmith@casselberry.org

February 28, 2007

Mr. Robert F. Heenan, Community Development Project Manager
Community Services Dept.
Seminole County Government
534 W. Lake Mary Blvd.
Sanford, FL 32773-7400

RE: FY 2007 CDBG Grant Submittal – Anchor Road Neighborhood

Dear Mr. Heenan:

Enclosed you will find the 2007-2008 Community Development Block Grant (CDBG) Program Submission Application. The specific area is centrally located west of US highway 19-92 and east of CR 427, north of SR 436. Anchor Road is a north-south collector road that serves a commercial-industrial area that is bounded by several neighborhoods to the east and west. The subdivisions to the east are located in incorporated Casselberry and the subdivisions to the west are unincorporated Seminole County. This is a joint project with Seminole County. The drainage project is projected in the Seminole County 2008 -2009 Stormwater Work Plan. The City is proposing to change the roadway from a rural to urban section by enclosing the ditches and providing sidewalks. Additionally, the City will be upgrading the waterline to 8" pipe and providing fire hydrants along Anchor Road. These proposed improvements will help to remove blight from the area and provide a safer and healthier environment.

The total anticipated project cost is \$2,068,043 (including design/engineering). Seminole County has projected the drainage improvement costs to be \$1,100,000. The City of Casselberry will provide \$524,144 of in-kind funding, including staff and acquisition of a drainage easement. The City is requesting consideration for CDBG funds in the amount of \$443,900 to pipe and enclosing the ditches, provide sidewalks and improved fire protection. The construction cost information is provided in the "Supplemental Information" section of the application.

Please let me know if any additional information is required for this submittal. Thank you for your consideration of this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Sandra Smith", is written over a faint, larger version of the same signature.

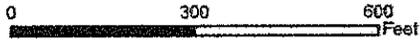
Sandra Smith, AICP
Acting Community Development Director

Enclosure: FY 2007-2008 Community Development Block Grant application

c: Barbara Lipscomb, City Manager
Edward Torres, Public Works Director
Mark Glover, Interim Finance Director

Anchor Road Stormwater & Roadway Improvements

-  Proposed Ditch Piping
-  Proposed Sidewalk
-  Easement Dedicated to Seminole County



Source : Casselberry Public Works Department February 2007
G:\nd Projects\Annie\FWEd Torresi\Project\Anchor.mxd

End Project

MICHELLE DR

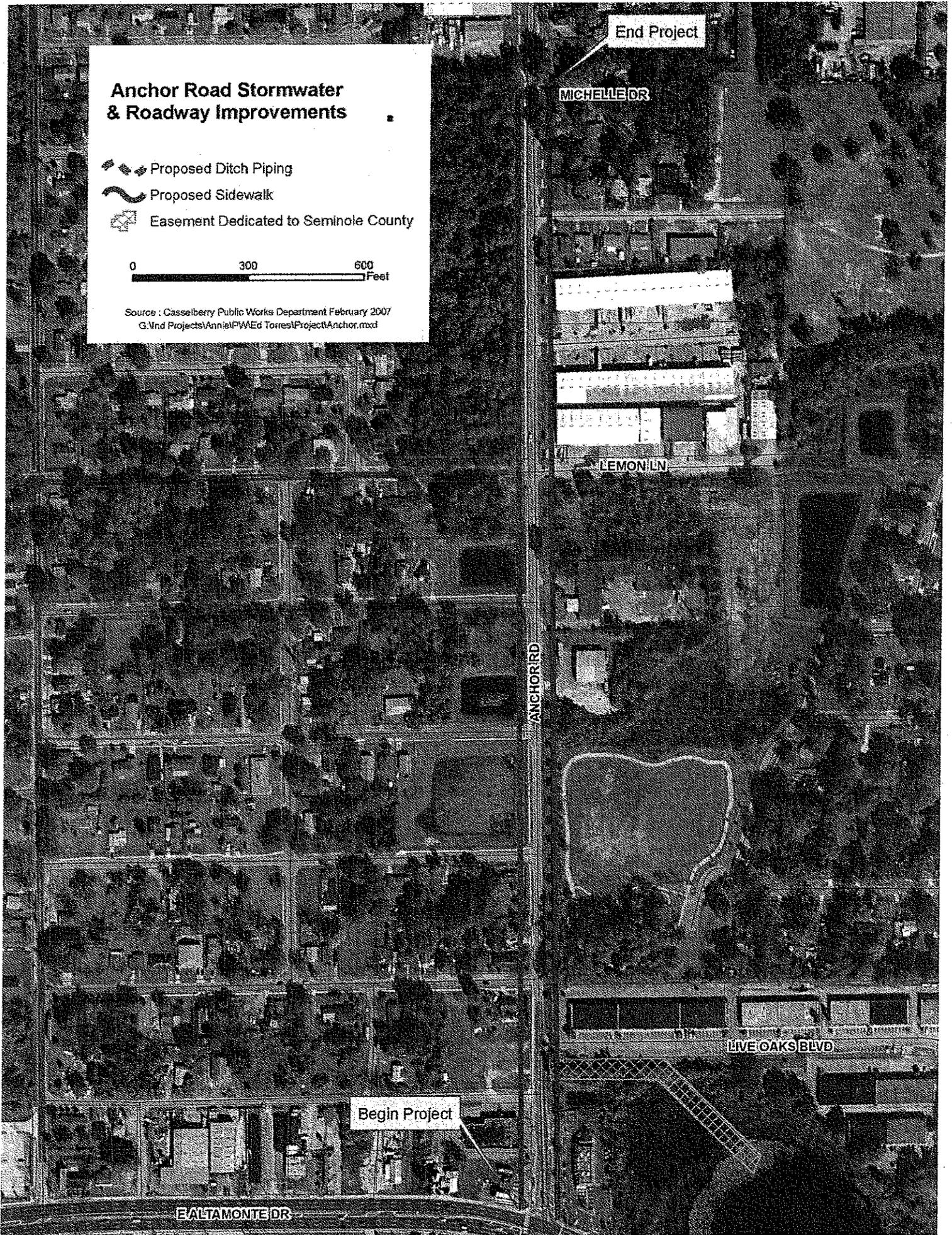
LEMON LN

ANCHOR RD

LIVE OAKS BLVD

Begin Project

E ALTAMONTE DR



**EXHIBIT B
PROJECT BUDGET
CITY CASSELBERRY, FLORIDA
CDBG 2007-2008**

Activity	Budget
Construction services for improvements to Anchor Road Stormwater Drainage System and associated improvements.	\$400,000.00
CDBG 2007-2008	\$400,000.00

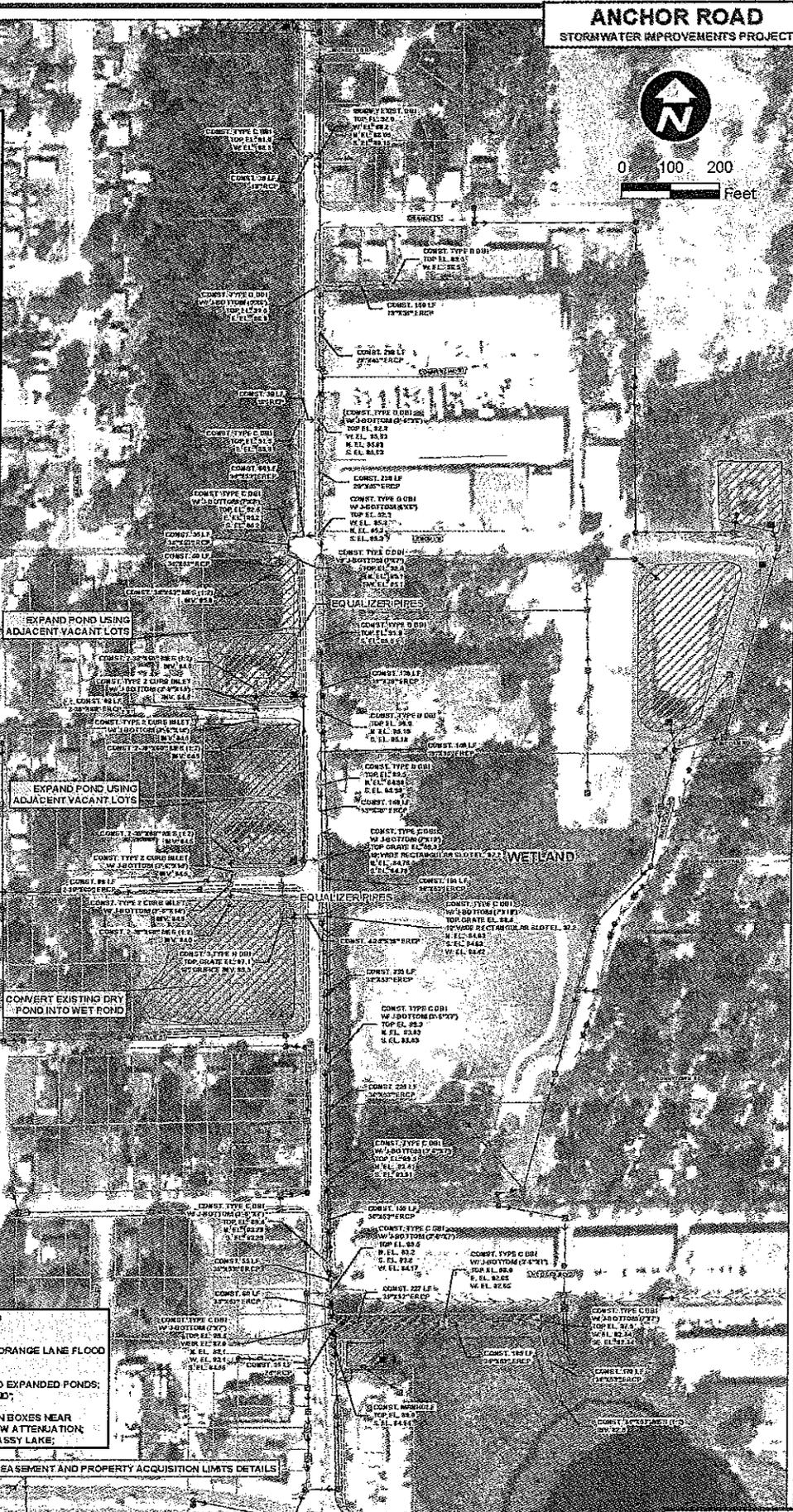


ANCHOR ROAD STORMWATER IMPROVEMENTS PROJECT



0 100 200
Feet

- Legend**
- EASEMENT ACQUISITION LIMITS
 - PROPERTY ACQUISITION LIMITS
 - EXISTING STRUCTURES**
 - CONCRETE
 - BRICK
 - WOOD
 - STEEL
 - OTHER
 - EXISTING PIPES**
 - CONCRETE
 - CLAY
 - OTHER
 - EXISTING CHANNELS**
 - DITCH
 - CHANNEL
 - WETLAND
 - SURVEY INFORMATION**
 - LOT LINES
 - EDGES OF PLACEMENT AND SIDEWALK
 - PROPERTY LINES
 - PROPOSED STRUCTURES**
 - PROPOSED CURB INLET
 - PROPOSED CONTROL STRUCTURE
 - PROPOSED DBI
 - PROPOSED MWS
 - PROPOSED MANHOLE
 - PROPOSED POND



- ALTERNATIVE 3**
- ADD STORM SEWER AND INLETS;
 - PROVIDE DBI AND OUTFALL FOR ORANGE LAKE FLOOD AREA;
 - EXPAND AND EQUALIZE PONDS
 - RE-ROUTE UPSTREAM RUNOFF TO EXPANDED PONDS;
 - CONVERT DRY POND TO WET POND;
 - PIPE IN DITCH;
 - PROVIDE SIDE WEIRS IN JUNCTION BOXES NEAR WETLAND TO MAINTAIN OVERFLOW ATTENUATION;
 - PROVIDE A NEW OUTFALL TO GRASSY LAKE;

PLEASE REFER TO FIGURE 22 FOR EASEMENT AND PROPERTY ACQUISITION LIMITS DETAILS

DATA SOURCES:
AERIAL: ORANGE COUNTY 2005
GIS DATA: SEMINOLE COUNTY GIS DIVISION

FIGURE 20
ALTERNATIVE 3



**EXHIBIT C
CITY OF CASSELBERRY, FLORIDA
REQUEST FOR PAYMENT
CDBG 2007-2008**

Subrecipient: City of Casselberry

Name of Activity: Anchor Road Drainage Improvements

Mailing Address: 95 Triplet Lake Drive
Casselberry, FL 32707

Contact Person: _____

Telephone Number: _____

Payment Request No.: _____

Activity	Original Budget Amount	Payment Amount this Request	Paid to Date	Original Budget Balance
Anchor Road Drainage Improvements	\$400,000.00	\$	\$	\$
TOTAL	\$400,000.00	\$	\$	\$

(Attach a copy of all supporting documentation to payment request.)

Estimated Activity Completion Date: _____

Subrecipient/Interlocal Agreement Required Completion Date: _____

Submitted by: _____

Title: _____

Signature: _____

Date: _____

EXHIBIT D
 CITY OF CASSELBERRY, FLORIDA
 MONTHLY REPORT
 CDBG 2007-2008

Subrecipient: City of Casselberry

Mailing Address: 95 Triplet Lake Drive
Casselberry, FL 32707

Contact Person: _____

Telephone Number: _____

I. NARRATIVE DESCRIPTION OF ACTIVITY STATUS/MILESTONES

II. BUDGET STATUS

Activity	Estimated Budget	Expenses Paid Month	Expenses Paid this Month	Total Expenses Paid to Date	Outstanding Obligations	Budget Balance
Anchor Road Drainage Improvements	\$400,000.00	\$	\$	\$	\$	\$
TOTAL	\$400,000.00	\$	\$	\$	\$	\$

EXHIBIT E

MIMINUM INSURANCE REQUIREMENTS FOR CONTRACTORS

(a) General. Each and every CONTRACTOR and subcontractor (collectively "Contractor") shall, at its own cost, procure the insurance required under this Section.

(1) CONTRACTOR shall furnish a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability and Commercial General Liability). CITY and COUNTY and their officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that CITY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with this specific Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, CONTRACTOR shall, at the option of COUNTY, submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in

accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

(3) In addition to providing the Certificate of Insurance and if required by CITY, CONTRACTOR shall, within thirty (30) days after receipt of a written request, also provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval nor failure to disapprove the insurance furnished by CONTRACTOR shall relieve CONTRACTOR of its full responsibility for performance of any obligation including its indemnification of CITY and COUNTY under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority, (ii) no longer comply with Section 440.57, Florida Statutes, or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, CONTRACTOR shall, as soon as it has knowledge of any such circumstance, immediately notify CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to CITY and COUNTY, CONTRACTOR shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liabilities of CONTRACTOR, CONTRACTOR shall, at its sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by CONTRACTOR and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for liability which would be covered by the latest edition of the standard Workers' Compensation Policy as filed for use in Florida by the National

Council on Compensation Insurance, without restrictive endorsements. CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act, and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$1,000,000.00	(Each Accident)
\$1,000,000.00	(Disease-Policy Limit)
\$1,000,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements

other than the elimination of Coverage C, Medical Payment, and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

General Aggregate	\$2,000,000.00 ¹
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00
Automobile/Other Motor Vehicle	\$1,000,000.00 ²

¹ May also be structured as \$1,000,000.00 in coordination with a \$1,000,000.00 umbrella policy.

² Each occurrence.

(3) Builder's All Risk Insurance. If this Contract includes construction of or additions to above ground buildings or structures, Builder's Risk coverage must be provided as follows:

(A) Form: Builder's All Risk Coverage. Coverage is to be no more restrictive than that afforded by the latest edition of Insurance Services Office Forms CP 00 20 and CP 10 30.

(B) Amount of Insurance: The amount of coverage shall be equal to one hundred percent (100%) of the completed value of such additions, buildings, or structures.

(C) Maximum Deductible: The maximum deductible is FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) each claim.

(D) Waiver of Occupancy Clause or Warranty: The policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that buildings, construction site trailers, or other structures in the course of construction shall not be

occupied without specific endorsement of the policy. The policy must be endorsed to provide that Builder's Risk coverage will continue to apply until final acceptance of the Project improvements or structures by CITY and COUNTY.

(E) Exclusions: Exclusions for design errors or defects, theft, earth movement and rainwater shall be removed.

(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by CITY and COUNTY or their officials, officers, or employees shall be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence basis rather than a claims-made basis.

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve CONTRACTOR, its employees, or its agents of liability from any obligation under a Section or any other portions of the attached Agreement.