



Interoffice Memorandum

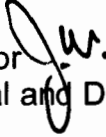
**APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS**

FEB 24 2015 CS/BS

AGENDA ITEM

February 5, 2015

TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners

FROM: Jon V. Weiss, P.E., Director 
Community, Environmental and Development
Services Department

CONTACT PERSON: **Mitchell Glasser, Manager**
Housing and Community Development Division
407-836-5190

SUBJECT: February 24, 2015 – Consent Item
United Cerebral Palsy (UCP) of Central Florida

United Cerebral Palsy (UCP) of Central Florida is a non-profit organization, which educates, advocates, and provides support services to ensure a life without limits for people with a spectrum of disabilities. UCP currently operates seven public charter schools serving kids with and without disabilities in Orange, Osceola, and Seminole Counties. The organization currently provides support, education and therapy services for approximately 150 children at the campus facility located at 5800 Golf Club Parkway in Pine Hills. Initially the campus opened in 2006 and has been successful in reducing child abuse and neglect; providing high-quality pre-kindergarten through second grade programs; social work/support services to improve student outcomes; and allow parents of children with special needs to work, or attend job training/education programs. The facility has been at capacity for the last three years and has a waiting list to get into the programs.

The proposed Agreement will fund a 4,000 square foot expansion to the existing facility. The completed project will allow the campus to provide services for an additional 75 children and alleviate the waiting list and offer additional community support services.

On August 5, 2014, the Board of County Commissioners approved funding to UCP, the amount of \$500,000 as part of the County's 2014-2015 Annual Action Plan.

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February 24, 2015 – Consent Item
United Cerebral Palsy (UCP) of Central Florida

The attached Agreement sets forth the obligations, responsibilities and conditions for funding the request. The Agreement has been reviewed by the County Attorney's Office.

ACTION REQUESTED: Approval of Agreement between Orange County, Florida and United Cerebral Palsy (UCP) of Central Florida Regarding the Community Development Block Grant in the amount of \$500,000 for the expansion to an existing facility. District 6

JVW/MG/er

Attachment

FEB 24 2015 CS/BS

**AGREEMENT BETWEEN ORANGE COUNTY, FLORIDA
AND UNITED CEREBRAL PALSY (UCP) OF CENTRAL FLORIDA
REGARDING
THE COMMUNITY DEVELOPMENT BLOCK GRANT**

THIS AGREEMENT is entered into by Orange County, Florida, a charter county and political subdivision of the State of Florida (hereinafter referred to as "the County") and United Cerebral Palsy (UCP) of Central Florida, a Florida not-not-profit corporation, (hereinafter referred to as the "UCP").

RECITALS

WHEREAS, the Housing and Community Development Act of 1974, as amended, makes provisions whereby urban counties may enter into agreements with certain not-for-profit corporations to undertake or assist in undertaking essential activities pursuant to Community Development Block Grants; and

WHEREAS, UCP and the County have identified the need for the expansion of the existing facility (hereinafter referred to as the "Project") on a property owned by UCP and located at 5800 Golf Club Parkway, Orlando, FL; and

WHEREAS, UCP submitted a proposal to the County requesting monetary assistance for the Project as part of Orange County's 2014-2015 Action Plan, and the County approved the project contingent upon the availability of funding from residual CDBG funds; and

WHEREAS, the Project meets a required national objective of the Community Development Block Grant (CDBG) Program and benefits a clientele generally presumed to be low-to moderate-income; and

WHEREAS, the County has determined that the Project would serve a valid public purpose; and

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree as follows:

I. INCORPORATION OF THE RECITALS

The foregoing recitals are true, correct and are incorporated herein as set forth in this Agreement.

II. COMPLIANCE WITH APPLICABLE LAWS

UCP shall comply with all applicable federal, state, and local laws, rules, regulations, and orders including, but not limited to, those incorporated into this Agreement and referred to herein as Exhibit A and with federal regulations as stated in 24 CFR Part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to

States and Local Governments," including the procurements of 24 CFR part 85.36, regarding procurement, and will submit to the County appropriate documentation evidencing compliance.

III. PROJECT DESCRIPTION

The existing facility is at full capacity serving 150 children. The Project shall consist of the construction of a 4,000 square foot expansion to the UCP Pine Hills Campus to provide support, education and therapy services for an additional 75 special needs children ranging from toddlers to second grade.

UCP shall oversee all phases of the Project including, but not limited to, design, solicitation of bids, permitting, review and evaluation of bids, award of contract, on-site inspections, and final approval of the completed Project.

Prior to solicitation of bids, the County shall provide to UCP applicable federal requirements to include, but not be limited to, Davis- Bacon labor standards.

The County shall be afforded the opportunity to review and comment on the solicitation plans and documents prior to the solicitation of bids, and shall approve the selected vendor. The County also shall have the opportunity to review and evaluate all submittals, attend all design and construction progress meetings, and be fully informed of all design and construction issues to include deletions or revisions in work resulting in a decrease or increase in the contract amount or time.

UCP shall provide the County with a copy of the executed contract with the selected vendor and tiered vendors.

Prior to commencement of construction, the County shall provide to UCP weekly payroll sheets and associated Davis-Bacon documents. During the construction period, UCP shall have the vendor submit to the County weekly payroll and time sheets certified by a Principal Officer of the selected vendor. Payrolls shall be submitted to:

Housing and Community Development Division
Attention: CIP
525 East South Street
Orlando, Florida 32801

The project shall be completed and the facility utilized for its intended purpose no later than March 31, 2016. The County may, by written consent of the Manager of the Housing and Community Development Division (hereinafter referred to as the Manager), extend the Project period for an additional period of time to compensate for any unavoidable delays beyond the control of UCP.

IV. FUNDING

The total estimated cost of the project is Seven Hundred Thirty Thousand, Six Hundred Dollars (\$730,600). Subject to the terms of this Agreement, the County has designated a budget of **Five Hundred Thousand Dollars (\$500,000)** from its CDBG Program for the Project. The County shall have the sole authority and discretion for determining the amount to be expended by the County on the Project. UCP expressly understands that the expenditure of funds under this Agreement is contingent upon receipt by the County of federal funds under the CDBG Program.

UCP shall be responsible for all costs in excess of the amount budgeted by the County for the Project.

V. EXPENDITURE OF CDBG FUNDS

All County funding shall be on a reimbursement basis and shall be consistent with the budget in Exhibit B. Project activity shall commence within (180) days of the executed Agreement. The President of UCP or his/her designee shall submit payment requests to the Housing and Community Development Manager, 525 East South Street Orlando, Florida 32801 requesting reimbursement of Project costs. Each request shall contain the following:

- A. Documentation supporting the completion of services (i.e. material and labor costs);
- B. Accounting records supported by documentation (e.g. copies of issued checks, invoices, payrolls and time sheets);
- C. Any other documentation requested by the Manager.

Upon review and approval of UCP's request for reimbursement, the Housing and Community Development Division shall submit the request for payment to the County's Office of the Comptroller. Upon approval of the request, the County's Office of Comptroller will be directed to issue the check made payable to United Cerebral Palsy (UCP) of Central Florida.

The County may withhold payment of funds to UCP for noncompliance under the terms of this Agreement. In such case, the Housing and Community Development shall provide written notice to UCP specifying corrective action and a reasonable date for compliance with such action.

UCP shall repay the County any funds paid in error to UCP under the terms of this Agreement.

VI. INSPECTIONS

The County and/or its designees or agents shall have the right to inspect construction improvement to the Project and to conduct employee interviews as required under the Federal Labor Standards Provisions. The County's inspections or lack of inspections shall not operate to relieve UCP of any responsibility, obligation, or liability assumed herein.

VII. RECORDS AND REPORTS

UCP shall document and maintain records of all persons using the property to ensure that activities and services primarily benefit low-income individuals and families. UCP shall submit within thirty (30) calendar days, at the end of each fiscal year (September 30) an annual report to the County indicating the total number of persons receiving assistance in the format attached hereto as **Exhibit C**. UCP shall comply with all additional requests for information from the County.

UCP shall allow the County and HUD representatives to review program files and allow on-site monitoring of the property during the term of this Agreement to determine compliance with CDBG regulations.

VIII. AUDITS

UCP shall submit to the County an annual financial audit performed in accordance with the provisions of OMB Circular A-133 Or A-128, as appropriate, for each fiscal year (s) during which CDBG funds were expended. Annual audits shall include a statement that the audit complies with the requirements of the appropriate OMB Circular A-133 or A-128.

IX. PROGRAM INCOME

The County anticipates no program income being generated by the Project.

X. TERM

This Agreement shall take effect upon the full execution by all parties and shall terminate six (6) years from the date of full execution.

XI. INDEMNIFICATION

To the fullest extent permitted by law, UCP will release, indemnify, defend and hold harmless the County from and against any and all claims, damages, losses, and expenses, demands, suits or other actions, or liability whatsoever including reasonable attorney's fees and costs arising out of or resulting from the performance or failure to perform UCP's operations/obligations and responsibilities under this Agreement.

XII. ASSIGNMENT

During the term of this Agreement UCP shall not assign, transfer, convey or sell its interest in this Property to any party without the prior written consent of the County. If UCP assigns, transfers, conveys or sells its interest in this Property to any person, entity, organization or corporation or partnership without the prior written consent of the County this Agreement may be declared to be void by the County and UCP shall to remit to the County all CDBG funds expended by the County under the terms of this Agreement.

XIII. SUCCESSORS AND ASSIGNS

This Agreement shall inure to and bind the heirs, successors and assigns of the parties hereto.

XIV. USE OF FACILITY IMPROVEMENTS

During the term of this Agreement, if the facility ceases to be utilized to provide support, education, and therapy services for special needs children of low/moderate income families as required under this Agreement without the written consent of the County, UCP shall reimburse the County all CDBG funds expended by the County for the Project within a reasonable time period that is solely determined by the County.

XV. BREACH OF AGREEMENT

The failure of UCP to comply with any covenants or conditions of this Agreement shall constitute a breach of this Agreement. If UCP breaches this Agreement in any manner, the County may at its sole discretion, in addition to its other rights and cure remedies, exercise its right to terminate this Agreement. The County shall terminate this Agreement by providing fifteen (15) days written notice to UCP. Said notice shall be by certified mail; return notice requested and shall be sent to the address provided in Section XXII.

In the event the County terminates this Agreement, the County shall require UCP to remit, within ninety (90) calendar days of the termination, all or a portion thereof the CDBG funds expended on the Project, as solely determined by the County.

XVI. WAVIER OF BREACH

Wavier of breach of one covenant or condition of this Agreement is not a waiver of breach of other covenants and conditions of this Agreement, or of a subsequent breach of the waived covenant(s) or condition(s).

XVII. TERMINATION

The County may terminate this Agreement in accordance with Section XV, and XVI. This Agreement may be terminated at any time by mutual written consent of the parties.

XVIII. DUTIES UPON TERMINATION.

In the event this Agreement is terminated before the end of the six-year term, UCP shall reimburse the County all or a portion thereof the CDBG funds expended on the Project as solely determined by the County.

XIX. AMENDMENTS TO AGREEMENT

The conditions and covenants of this Agreement shall not be amended or modified other than in writing signed by the parties hereto. Any such amendment or modification shall become effective upon proper execution by the parties.

XX. ENTIRE AGREEMENT

The entire agreement between the parties with respect to the subject matter of this Agreement is contained in this Agreement. No other agreement oral or written, regarding the subject matter herein shall be deemed to exist or to bind the parties hereto.

XXI. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any litigation filed in regard to enforcement or interpretation of this Agreement and the Project may only be filed in the State or federal courts located in Orange County, Florida.

XXII. NOTICES

All notices to either party shall be given by certified mail, return receipt requested, telegram, or in person with proof of delivery.

All notices permitted or required shall be deemed validly given if sent by hand delivery or mailed, return receipt requested, by courier, or by overnight delivery address as follows:

As to County: Manager
 Housing and Community Development Division
 525 East South Street
 Orlando, FL 32801

With Copy to: County Administrator
Orange County Administration Building
201 S. Rosalind Avenue
Orlando, FL 32801

As to UCP: Chief Executive Officer
United Cerebral Palsy (UCP) of Central Florida
639 W. Central Blvd.
Orlando, FL 32801

XXIII. VALIDITY

The validity, interpretation, construction and effect of this Agreement shall be in accordance with and be governed by the laws of the State of Florida, to the extent not pre-empted by or on conflict with applicable laws of the United States of America. In the event any provision hereof shall be finally determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials.

ORANGE COUNTY, FLORIDA

BY: Board of County Commissioners

BY:

Teresa Jacobs
Teresa Jacobs
Orange County Mayor



Date: 2.24.15

ATTEST:

Martha O. Haynie, Orange County Comptroller
As Clerk of the Board of County Commissioners

BY: *Craig A. Stopyna*
for Deputy Clerk

UNITED CEREBRAL PALSY (UCP) OF CENTRAL FLORIDA

BY: Ilene E. Wilkins
Ilene E. Wilkins, EdD

TITLE: President/CEO

Date: JANUARY 8 2015

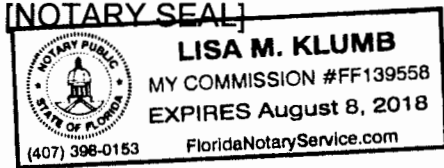
ATTEST:

By: Angela Alban
Print Name: Angela M. Alban
Board Chairman or Board Representative

STATE OF FLORIDA
COUNTY OF ORANGE

The aforesaid instrument was acknowledged before me on the 8th day of January, 2015 by Ilene E. Wilkins, President/CEO of United Cerebral Palsy (UCP) of Central Florida, a Florida not-for profit corporation, on behalf of the corporation. He is personally known to me or has produced _____, as identification.

[NOTARY SEAL]



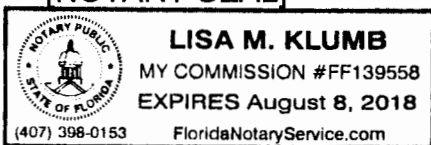
Lisa M. Klumb
Signature of Notary Public

Commission Expires: AUG 8, 2018 Printed name: LISA M. KLUMB

STATE OF FLORIDA
COUNTY OF ORANGE

The aforesaid instrument was acknowledged before me on the 8th day of January, 2015 by ANGELA ALBAN, Board Chairman, or Board Representative of United Cerebral Palsy (UCP) of Central Florida, a Florida not-for profit corporation, on behalf of the corporation. He/She is personally known to me or has produced _____, as identification.

[NOTARY SEAL]



Signature of Notary Public: Lisa M. Klumb

Commission Expires: AUG 8, 2018 Printed name: LISA M. KLUMB

EXHIBIT A APPLICABLE FEDERAL LAWS

The parties shall comply with the following laws and regulations in the performance of this Agreement:

1. Employment Opportunities for Businesses and Lower-Income People (24 CFR Part 135, Section 3 Clause) requiring that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work, in connection with the Project, be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area(s) of the project.
2. Civil Rights Act of 1964, Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and the Executive Order 11246 as amended by Executive Orders 11375 and 12086.
3. Flood Disaster Protection Act of 1973 (Pt. 93-2234) for compliance in regard to the sale, lease, or other transfer of land acquired, cleared or improved under the terms of this Agreement.
4. Lead Based Paint regulations for any construction or rehabilitation of residential structures with assistance under this Agreement shall be subject to HUD Lead Based Paint regulations at 24 CFR 570.608, and 24 CFR Part 35 and in particular Sub-Part B thereof. These regulations require notification to all owners, prospective owners; tenants of properties constructed prior to 1978 of hazards of lead-based paint and explain symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.
5. Debarred, suspended or ineligible contractors (24 CFR, Part 85).
6. Clean Air Act, as amended (42 U.S.C., 1857, et seq.)
7. Water Pollution Control Act, as amended, 33 U.S.C. 1251, et. seq., as amended 1318 relating to the inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
8. Environmental Protection Agency Regulations pursuant to 40 CFR, Part 50, as amended.
9. National Environmental Policy Act of 1969.
10. HUD Environmental Procedures (24 CFR, Part 58).
11. Labor Standards (29 CFR Parts 3.5 and 5a) pertaining to contracts and applicable requirements of the regulations of the Division of Labor.
12. Drug Free Workplace Act of 1988.
13. Public Law 101-144, Section 519: The 1990 HUD Appropriation Act.
14. National Historic Preservation Act of 1966, as amended (16 U.S.C. 470).
15. Minority and Women Business Opportunities to afford minority and women-owned businesses the opportunity to participate in the performance of this Agreement.

EXHIBIT B
BUDGET

Construction (Hard Cost)	<u>\$500,000</u>
TOTAL	\$500,000

EXHIBIT C

PROGRAMMATIC REPORT

Agency: _____ Year Ending: _____

Contact Person: _____ Phone: _____ E-mail: _____

SECTION 1: Total Program Participants served by the Facility	<u>Year-to-Date</u> Program Participants (Unduplicated)
Extremely Low Income	
Very Low Income	
Low Income	
Moderate Income	
TOTAL (s/b same as below)	
Female Headed Households	
Homeless	
Orange County Residents	

SECTION 2: Race and Ethnicity of Participants	<u>Year-to-Date</u> Program Participants (Unduplicated)	
	Hispanic or Latino	Not Hispanic or Latino
White		
Black/African American		
Asian		
American Indian/Alaska Native		
Native Hawaiian/other Pacific Islander		
Amer. Indian/Alaska Native and White		
Asian and White		
Black / African American and White		
American Indian/Alaska Native and Black / African American		
Other Multi-Racial		
TOTAL (s/b same as above)		

SECTION 3: Attach a Narrative of Accomplishments for the year.