

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Seminole County/Brother's Keepers, Inc. HUD/CDBG Subrecipient Agreement for Program Year 2002-2003

DEPARTMENT: Planning & Development **DIVISION:** Community Resources

AUTHORIZED BY: Donald S. Fisher  **CONTACT:** Robert F. Heenan  **EXT.** 7380

Agenda Date <u>01/25/2005</u> Regular <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Work Session <input type="checkbox"/> Briefing <input type="checkbox"/>
Public Hearing – 1:30 <input type="checkbox"/> Public Hearing – 7:00 <input type="checkbox"/>

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Seminole County/ Brother's Keepers, Inc. HUD/CDBG Subrecipient Agreement for Program Year 2002-2003.

(District 5-Carey)

BACKGROUND:

On October 26, 2004, the Board approved a proposed Consolidated Plan Amendment to the 2002-2003 One Year Action Plan that would add Health Transportation Services as a new CDBG public service. Final Approval of the proposed Amendment became effective on 11/30/04 when the public comment period expired. No public comments were received.

Also at the October 26, 2004 meeting, the Board approved an allocation of \$40,000.00 from unencumbered 2002-2003 CDBG funds to Brothers Keepers, Inc. to provide transportation to the elderly, HIV/AIDS patients, disabled individuals and other CDBG eligible clientele.

Based upon previous action by the Board to approve the proposed Consolidated Plan Amendment and CDBG funding to Brother's Keepers, Inc., staff recommends that the Board approve and authorize the Chairman to execute the Subrecipient Agreement.

Reviewed:  Co Atty: _____ DFS: _____ Other: <u>DL ec</u> DCM: <u>DL</u> CM: <u>DL</u>
File No. - <u>cpdc04</u>

**SEMINOLE COUNTY/BROTHER'S KEEPERS, INC.
HUD/CDBG SUBRECIPIENT AGREEMENT
PROGRAM YEAR 2002-2003**

THIS AGREEMENT, entered into this ____ day of _____, 20____, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," and **BROTHER'S KEEPERS, INC.**, a Florida non-profit corporation, whose mailing address is 1010 Mellonville Avenue, Sanford, Florida 32771, hereinafter referred to as "BROTHERS".

WHEREAS, COUNTY has made application effective October 1, 2002, 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, the COUNTY shall undertake certain activities to develop a viable community, including, but not limited to, a suitable living environment and improved quality of life for persons of low and moderate income within the COUNTY; and

WHEREAS, BROTHERS shall be responsible for providing non-emergency health transportation services for low and moderate income persons residing in Seminole County; and

WHEREAS, COUNTY has deemed that such transportation services will serve a public purpose; and

WHEREAS, the COUNTY has allocated FORTY THOUSAND AND NO/100 DOLLARS (\$40,000.00) of HUD/CDBG monies from its remaining 2002-2003 Program Year funds for non-emergency health transportation services; and

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 Resources Division Manager.

(b) "CDBG Program" means the Seminole County CDBG Program.

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

(d) "County Approval" means written approval by the Planning Director, CD Administrator, or their designee.

(e) "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.

(f) "Planning Department" means the COUNTY's Planning and Development Department Director or his/her designee for the Community Development Office.

Section 3. Statement of Work.

(a) BROTHERS, in a manner satisfactory to the COUNTY, shall perform all services described or referred to in Exhibit A, General Scope

of Services, attached hereto and incorporated herein by reference. Such services shall be performed, except as otherwise specifically stated herein, by persons or instrumentalities solely under the dominion and control of BROTHERS.

(b) The parties recognize and agree that the purpose of this Agreement is to reimburse BROTHERS or pay directly to its vendors the cost(s) relative to procurement of goods, services and health transportation services consisting of acquisition of a handicapped accessible passenger van and office equipment necessary for documenting and providing non-emergency health transportation services. The parties further recognize this Agreement as being directly related to the implementation of COUNTY's CDBG Program. Where service expenses are authorized by the COUNTY, as set forth in the Project Budget, attached hereto and incorporated herein as Exhibit B, those expenses shall be specifically itemized by the hours or dollars expended or as otherwise required by applicable laws, rules, and regulations.

Section 4. Term. The COUNTY shall reimburse BROTHERS or directly pay its vendors for the goods and services described in Exhibit A up to the limits set forth in Section 5. Exhibit A is incorporated herein by reference. All such services shall be performed by BROTHERS in accordance with applicable requirements of HUD with reimbursement or direct payment to vendors contingent thereupon. BROTHERS shall perform all procurement services described in Exhibit A on or before September 30, 2005, and shall perform the health transportation services for a minimum of five (5) years ending no earlier than September 30, 2010, unless this Agreement is otherwise amended or extended by written agreement of the

parties as provided hereunder. This Agreement shall be effective upon execution by both parties. Any requirements set forth in Sections 6, 9, 10, 11, 13, 14, 17, 18, 19, and 25 hereunder shall survive the term of this Agreement as a whole.

Section 5. Payments.

(a) The COUNTY shall reimburse BROTHERS for funds paid to its selected vendors pursuant to this Agreement in accordance with the Project Budget. The foregoing notwithstanding, COUNTY may also make direct payment to the vendors and contractors on behalf of BROTHERS so long as the requirements of paragraphs (b), (c), (d), (e), (f), and (g) below are met. Requests for payment must be submitted on the form attached hereto as Exhibit C, along with other required documentation.

(b) The COUNTY has allocated FORTY THOUSAND AND NO/100 DOLLARS (\$40,000.00) of HUD/CDBG funds for completion of this Agreement. The COUNTY will reimburse or direct pay for the goods and services rendered pursuant to this Agreement up to FORTY THOUSAND AND NO/100 DOLLARS (\$40,000.00). In the event that BROTHERS does not require the full amount of FORTY THOUSAND AND NO/100 DOLLARS (\$40,000.00), 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, HUD funded projects.

(c) In no event shall the COUNTY reimburse BROTHERS, or pay its contractors, subcontractors, or vendors until all goods and services rendered are invoiced and approved in writing by the Executive Director of BROTHERS and the CD Administrator.

(d) In order to process payment requests, BROTHERS shall submit to the COUNTY an original invoice signed by the entity requesting payment and BROTHERS' Project Manager. Copies of receipts or other acceptable documentation demonstrating incurrence of each expense must be submitted with the invoice, all of which shall be attached to a completed copy of Exhibit C.

(e) Upon receipt of the documentation listed above and in Section 9 of this Agreement, the COUNTY shall initiate reimbursement or direct payment to the requesting entity. The COUNTY reserves the right to verify, by site inspection when necessary, that all goods, materials, labor, and services have been properly invoiced. Payment shall be made as soon as practicable; provided, however, that if BROTHERS and its vendors have performed services in full compliance with all HUD requirements and properly invoiced the request for payment, payment shall be rendered by the COUNTY within thirty (30) days of its receipt of payment request.

(f) On or before November 15, 2005 (i.e., forty-five (45) days after expiration of the term of this Agreement), BROTHERS shall render a final and complete statement to the COUNTY of all costs for goods and services not previously invoiced. The COUNTY shall not be obligated to pay any charges, claims, or demands of BROTHERS or its vendors not properly invoiced and received by BROTHERS and provided to the COUNTY by said date.

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

or directly paid by the COUNTY if the CD Administrator has issued prior written approval for such goods or services.

(h) BROTHERS shall not be reimbursed for any acquisition, purchase, donation, or receipt of any interest in real property, or benefits derived from an owner of any real property unless BROTHERS 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.

(i) BROTHERS shall not be reimbursed for salaries or other compensation for any of its employees.

Section 6. Compliance With Federal, State, and Local Law and Regulations. BROTHERS shall comply with all Federal, State, and local laws and regulations in its performance of this Agreement. It is further understood that the following are laws and regulations which will directly govern implementation of this Agreement:

(a) Uniform Administrative Requirements: 24 CFR, section 570.610 imposing uniform administrative requirements and cost principles on recipients and subrecipients, including particularly those contained in 24 CFR Parts 84 and 85; 24 CFR, section 570.502; United States Office of Management and Budget ("OMB") Circulars A-87 ("Cost Principles For State, Local and Indian Tribal Governments"), A-102 ("Grants and Cooperative Agreements With state and Local Governments"), A-110 ("Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations"),

A-122 ("Cost Principles For Non-Profit Organizations") and A-133 ("Audits of State and Local Governments and Non-Profit Organizations").

(b) Other Federal Program Requirements: BROTHERS 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, BROTHERS shall not assume the COUNTY's environmental responsibilities, as described in 24 CFR Sec. 570.604 "Environmental Standards", nor the COUNTY's responsibility to initiate an environmental review process. However, BROTHERS is not exempt from performing site-specific environmental reviews in accordance with State

and local regulations, nor is BROTHERS released from any environmental pollution that it may cause or have caused and BROTHERS 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 et seq.

(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 et seq.) and the Residential Lead Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§ 4851 et seq.), to all grant funded activities.

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

(xi) 570.611 - Establishes the bidding requirements, the code of conduct, and conflict of interest provisions applicable for the

procurement of goods and services and post award contract administration relative to activities funded under 24 CFR Part 570.

(xii) 570.612 - Requires adherence to any State imposed standards of intergovernmental review for those infrastructure improvements involving water, sewer and storm water facilities.

(xiv) 570.613 - Restrictions on eligibility for employment and financial assistance benefits for certain resident, newly legalized aliens.

(xv) 570.614 - Requires that any public buildings and other facilities constructed with CDBG funds be compliant with the Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151 et seq) 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, BROTHERS 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". BROTHERS 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 199, Florida Statutes - Public Records.

(3) Section 220.115, Seminole County Code, prohibiting the illegal use of public monies for unethical purposes involving COUNTY

personnel. Violations of said Code provision shall be grounds for unilateral termination of this Agreement by the COUNTY.

(4) BROTHERS shall comply with the "Local Relocation and Antidisplacement Policy" as adopted by the COUNTY. Should BROTHERS' performance during this Agreement be impeded or adversely affected by virtue of such Policy, as determined by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, BROTHERS shall immediately notify COUNTY accordingly. Upon such notification, COUNTY shall implement, administer, and apply all requirements of said Federal laws to this Agreement. The parties agree that should the aforementioned occur, COUNTY shall use funds budgeted in Exhibit B to pay for all required relocation and displacement costs.

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

Section 8. Management Assistance.

(a) The CD Administrator shall be available to BROTHERS to provide guidance on HUD requirements.

(b) In the event that BROTHERS does not complete any of the terms of this Agreement within the time frames allotted herein, COUNTY may provide notices to BROTHERS on or after ninety (90) days from the expiration of the subject time frame advising BROTHERS that it is in default of the Agreement and the pending consequences thereof. Nothing set forth herein, however, shall prohibit the COUNTY from taking any action prior to such dates to enforce the terms of this Agreement.

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

Section 10. Maintenance of Records.

(a) BROTHERS 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. This requirement shall include:

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

(2) Financial records regarding the following:

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

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

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

(D) All capital expenditures, including a description, model, serial number, and date and cost of acquisition.

(b) BROTHERS 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 and BROTHERS 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 BROTHERS. If BROTHERS receives more than Five Hundred Thousand and No/100 Dollars (\$500,000.00) from all Federal sources, it shall have an audit prepared in conformance OMB Circular A-133 ("Audits of State and Local Government and Non-Profit Organizations").

(d) BROTHERS and COUNTY shall retain all records and supporting documentation pertaining to matters of this Agreement for a minimum of five (5) years after resolution of the final audit or for such longer term as may be required by Federal or Florida law.

Section 11. Liability. Except for any payment specifically set forth herein, the COUNTY shall not be liable to any person, firm, entity, or corporation in connection with the services BROTHERS has agreed to perform hereunder, or for debts or claims accruing to such parties against BROTHERS. 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 BROTHERS as a result of this Agreement, including the contractors, subcontractors, and vendors who may from time to time be employed by BROTHERS.

Section 12. Subcontracts. All contracts made by BROTHERS to perform the activities described in Exhibit A shall comply with all applicable laws, rules, and regulations set forth in this Agreement. Only subcontracts for procurement or services as set forth in Exhibit A are authorized by this Agreement. Any further work or services which BROTHERS 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) BROTHERS shall hold harmless and indemnify the COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees, and expenses of whatsoever kind, type, or nature which the COUNTY may sustain, suffer, or incur, or be required to pay by reason of the following: loss of any monies paid to BROTHERS or whomsoever resulting out of BROTHERS' fraud, defalcation, dishonesty, or failure of BROTHERS to comply with applicable laws or regulations; any act or omission of

BROTHERS in the performance of this Agreement, any part thereof or arising in the course of the performance of the transportation services discussed in this Agreement; a judgment over and above the limits provided by the insurance required hereunder or by any defect in the goods procured under this Agreement; or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) In the event that any action, suit, or proceeding is brought against the COUNTY upon any alleged liability arising out of the Agreement, or any other matter relating to this Agreement, the COUNTY shall promptly provide notice in writing thereof to BROTHERS by registered or certified mail addressed to BROTHERS at the address provided hereinafter. Upon receiving such notice, BROTHERS, at its own expense and to the extent permitted by law, shall diligently defend against such action, suit, or proceeding and take all action necessary or proper to prevent the issuance of a judgment against the COUNTY. The COUNTY shall cooperate to a reasonable extent in BROTHERS' defense of any such action, suit or proceeding.

(c) The provisions of section 768.28, Florida Statutes, shall govern matters of liability for both parties.

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

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

Section 16. 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.

(a) In the event that any program income is received by BROTHERS as a direct result of the investment of any COUNTY funds awarded under this Agreement during the term of this Agreement, BROTHERS shall immediately render such program income to the COUNTY.

(b) If any program income is received by BROTHERS as a direct result of the investment of any COUNTY funds awarded under this Agreement, after expiration of the term of this Agreement, such program income shall be returned to the COUNTY for proper accounting in the CDBG fund.

Section 18. Non-Expendable Property. Any non-expendable personal property acquired by BROTHERS through funds issued by the COUNTY pursuant to this Agreement shall be subject to all Federal, State, and local regulations, including, but not limited to, the provisions on use and disposition of property. At the termination of this Agreement, any such property shall be made available to the COUNTY and HUD in accordance with the aforesaid provisions.

Section 19. Reversion of Assets. Upon expiration of this Agreement, BROTHERS shall immediately transfer to the COUNTY any remaining HUD funds and any accounts receivable attributable to the use

of HUD funds distributed pursuant to this Agreement. The distribution of any real property controlled by BROTHERS and acquired or improved in whole, or in part, after receiving the express approval of the COUNTY, with HUD funds in excess of twenty-five thousand and no/100 dollars (\$25,000.00) shall be governed by 24 CFR Sections 570.503, 570.505, and if such property is sold to another party, the provisions of 24 CFR 85.31 shall also apply.

Section 20. Reallocation of Funds. In the event that BROTHERS receives bids, quotes or financial estimates of a similar nature that entail a lower cost than the CDBG funds allocated toward that particular project item, the excess funds shall be returned to the Community Resources Division Manager within thirty (30) days of the bid acceptance and shall be reallocated by COUNTY for use in other CDBG projects.

Section 21. Suspension and Termination. COUNTY may terminate this Agreement in accordance with the provisions of 24 CFR Section 84.61, for breach of the Agreement or for other legal cause. The parties may mutually terminate the Agreement in accordance with 24 CFR Section 85.44 or for other legal cause.

Section 22. Breach. Any failure to comply with the Scope of Services or other terms of this Agreement shall constitute a breach of this Agreement.

Section 23. Enforcement of Agreement and Remedies. Upon determination that a breach has occurred, the COUNTY reserves all legal and equitable rights to enforce this Agreement and/or recover any monies paid to BROTHERS pursuant to this Agreement. Specifically and additionally, the COUNTY shall have the following available remedies:

- (a) Immediately terminate this Agreement, with or without notice;
- (b) Reallocate the remaining uncommitted funds toward another HUD program or toward the COUNTY's trust fund;
- (c) Withhold issuance of any further funds, regardless of whether such funds have been encumbered by BROTHERS;
- (d) Demand BROTHERS immediately repay any monies expended in accordance with this Agreement;
- (e) Require specific performance of this Agreement;
- (f) Demand payment and/or performance from the surety, if applicable; and/or
- (g) Impose a lien upon any and all of BROTHERS's real or personal property. To create such a lien, the COUNTY shall send a letter to BROTHERS demanding refund of any monies expended to BROTHERS pursuant to this Agreement. Said letter shall be recorded in the public records of Seminole County and thereafter shall constitute a lien upon BROTHERS's real and personal property.

Section 24. Suspension and Termination. The COUNTY may immediately suspend or terminate any term or condition hereunder in accordance with 24 CFR, sections 84.60-84.62. Notice thereof shall be provided pursuant to this Agreement. This Agreement may also be terminated for convenience in accordance with 24 CFR Sections 85.43 and 85.44, providing for termination for mutual convenience, or partial termination for specified reasons. This Agreement may also be terminated immediately by the COUNTY for cause.

Section 25. Certification Regarding Lobbying. BROTHERS 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, or 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 BROTHERS, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with this Agreement, BROTHERS 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.

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

Section 26. Notice. Whenever either party desires to give notice unto the other, notice may be sent to:

For COUNTY:

CD Administrator
Community Development Office
1101 East First Street
Sanford, Florida 32771

For BROTHERS:

Executive Director
Brother's Keepers, Inc.
1010 Mellonville Ave.
Sanford, Florida 32771

Either of the parties may change, by written notice to the other, the address or person for receipt of notice. Any change of designated persons shall not require formal amendment to this Agreement.

Section 27. 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.

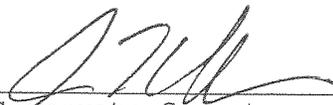
Section 28. Amendment. This Agreement may be amended from time to time by mutual agreement of the parties by adoption and execution of a written instrument of equal dignity herewith.

Section 29. 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 this 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:

BROTHER'S KEEPERS, INC.



Corporate Secretary

Print Name:

ANTONIO T. REDDEN

CORPORATE SEAL

By: 

Executive Director

Print Name:

OSCAR REDDEN, JR.

Date: 12-10-2004

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: _____

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
12/9/04

Attachments:

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

P:\Users\aschneider\HUD-CDBG\Brother's Keepers HUD-CDBG 2002-2003.doc

EXHIBIT A

GENERAL SCOPE OF SERVICES

BROTHERS shall perform motor vehicle procurement services to purchase a handicapped accessible van for the purpose of providing health transportation services on a county-wide basis to CDBG eligible persons. BROTHERS shall also perform procurement services to purchase necessary office equipment essential to the operation of the health transportation services.

The acquisition of real property whether through purchase, donation or any other method of real property transfer or the granting of rights or privileges, may require compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. THEREFORE, BROTHERS shall not acquire nor negotiate the purchase or donation or receive the benefits of the receipt of rights or privileges by a real property owner of any real property or any interest in real property. without first seeking consultation with the COUNTY. FAILURE BY BROTHERS TO COMPLY WITH THE AFOREMENTIONED SHALL AUTOMATICALLY TERMINATE THIS AGREEMENT.

TASK ONE: PURCHASING AND PROCUREMENT OF GOODS AND SERVICES

BROTHERS shall adhere to the purchasing and policy procedures in accordance with OMB Circular A-122 "Cost Principles for Non-Profit Organizations" and Section .40-.48 entitled "Procurement Standards" found in OMB Circular A-110 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-Profit organizations".

The term "equipment" shall mean motor vehicles and/or office equipment referenced in this Scope of Services.

BROTHERS shall administer and manage the purchasing and procurement of a handicapped accessible van that will provide health transportation services on a county-wide basis to CDBG eligible persons. For the procurement of the handicapped accessible van, BROTHERS shall obtain a minimum of three (3) quotes from state licensed motor vehicle dealers. Each price quote received by BROTHERS shall contain similar specification information which may include standard and or accessory equipment.

BROTHERS shall also obtain three (3) price quotes from licensed insurance companies for motor vehicle insurance. All price quotes shall be for similar terms of motor vehicle coverage.

BROTHERS shall also administer and manage the purchasing and procurement of office equipment essential to the operation of the health transportation services. For the procurement of the office equipment to be used in the operation and service reporting of the health transportation activity, BROTHERS shall obtain a minimum of

three (3) quotes from vendors. Each price quote received by BROTHERS shall contain similar specification information.

Title to the handicapped accessible van and office equipment acquired by BROTHERS shall vest in BROTHERS.

BROTHERS shall use the van and equipment in the activity, project, project or program for which it was acquired for a period of five (5) years from the date on which it is acquired. If BROTHERS fails to continue to provide health transportation services for the five (5) years from which the van and office equipment were acquired, BROTHERS shall transfer ownership of all equipment acquired with these CDBG funds to the COUNTY.

TASK TWO: EQUIPMENT INVENTORY AND MONITORING

BROTHERS shall provide a project manager to purchase and acquire a handicapped accessible van and office equipment essential to the operation of the health transportation services for the purpose of this CDBG grant award.

The management and administration of all equipment and furnishings shall be performed in accordance with 24 CFR 84.34 "Equipment".

Equipment records shall be maintained accurately by BROTHERS and shall include the following information:

- A description of the equipment;
- Manufacturer's serial number, model number, motor vehicle identification number;
- Source of the equipment;
- Invoices for all acquired equipment;
- Documentation that title vests with BROTHERS;
- Acquisition date and cost;
- Information from which one can calculate the percentage of Federal participation in the cost of the equipment; and
- Location and condition of the equipment.

In compliance with 24 CFR 84 .34 (f) (3) a physical inventory of equipment shall be taken by BROTHERS and the results reconciled with the equipment records at least once every two (2) years. A copy of the physical inventory report shall be submitted to the COUNTY.

In compliance with 24 CFR 84 .34 (f) (4), BROTHERS shall have a control system in effect to insure adequate safeguards to prevent loss, damage or theft of the equipment. Any loss, damage, or theft of equipment shall be investigated, fully documented and reported to the appropriate insurance company.

There shall be no disposition or disposal of any equipment without prior authorization by the COUNTY. The County shall assure that disposition or disposal of any equipment acquired with federal funds is disposed of in accordance with 24 CFR 84.34 (g) (4).

The Project Manager shall be responsible for responding to all requests by the COUNTY. The project manager shall provide monthly reports to the COUNTY. Monthly Reports shall be submitted to the COUNTY in accordance with the provisions of Section 9 of the Subrecipient Agreement. BROTHERS shall inform the COUNTY in writing of the identity of its project manager prior to the commencement of the performance of this activity.

EXHIBIT B
 PROJECT BUDGET
 BROTHER'S KEEPERS, INC.

BUDGET CATEGORY	AMOUNT
Passenger Van (See Exhibit B Attachment 1)	\$ 20,680.00
Motor Vehicle Insurance	\$ 2,500.00
2 Computers (See Exhibit B Attachment 2)	\$ 5,458.00
Transportation Services for 520 persons @\$21.85 per person	\$ 11,362.00
TOTAL CDBG 2002-2003	\$ 40,000.00

Brother's Keepers, Inc. may transfer and use the above funds within each activity in a manner which will produce a successful completion of the total project. In no case shall Brother's Keepers, Inc. expend more than the \$40,000 allocated by the County for the above project budgeted categories.

PROPOSAL

NAME BROTHERS KEEPER

DATE: November 17, 2004

ADDRESS:

ATTENTION

2005 FORD 12 PASSENGER VAN
5.4 V-8 ENGINE
AUTOMATIC TRANSMISSION
AM/FM RADIO SINGLE CD
POWER LOCKS AND WINDOWS
SPEED CONTROL
ABS
AIR CONDITION
VINYL FLOORING
VINYL SEATS
TRAILER TOW PKG
5/75 EXTRACARE
TAG

\$ 16,970.00

795.00

485.00

2,230.00

200.00

TOTAL \$ 20,680.00

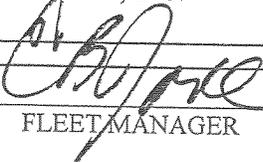
PER FSA CONTRACT

We thank you for the opportunity to make this proposal and will appreciate your acceptance. Acceptance of this proposal will not be binding upon us until this proposal is approved hereonin writing by an official of Don Reid Ford, Inc. Return of one copy of this proposal and your purchase order number constitutes your official acceptance.

PO# _____

Respectfully submitted
DON REID FORD, INC.

ACCEPTED: _____

BY: 
FLEET MANAGER



Nationwide Training Centers
 EDI & Electronic Commerce
 CompUSA PC

* Product Selection & Availability
 * Software & Software Licensing
 * Leasing & Flexible Payment Options

* Technical Assurance Programs
 * Networking & Integrated Services
 * Tech Support & Custom Help Desk

CUSTOMER : BROTHERS KEEPERS
 CONTACT : JOE HURST
 PHONE : (850) 321-8662
 FAX# : () -

Order # 00079085 N

STORE#607

DATE SUBMITTED: 11/08/04

QUOTE NO: 85896

This Quote Valid for 30 Days

PRODUCT AND PRICING INFORMATION

CODE	PRODUCT DESCRIPTION	QUANTITY	PRICE	EXT PRICE
315317	HP A730N P4 530 HT 512 200*	1	899.99	899.99
315730	HP OFFICEJET 7310 AIO*	1	399.99	399.99
305222	PNY 512MB PC3200 DDR OPTIM	1	119.99	119.99
306241	MS OFFICE PRO 2003	1	499.99	499.99
311547	PHOTOCLIPART 150K	1	19.99	19.99
302208	ADOBE ACROBAT PRO 6 FULL	1	469.99	469.99
315691	ADOBE PHOTOSHOP ELEMENTS 3*	1	89.99	89.99
298543	TDK 50PK 48X CDR SPINDLE	1	8.99	8.99
312391	SAND 1GB MINI USB2 FL SH DR	1	109.99	109.99
311196	CUSA EXT USB2XFDD TITANIUM	1	39.99	39.99
316213	ZERO SPAM	1	19.99	19.99
305106	TAP 2YR CI PTR RPLC 6FTUSB	1	54.99	54.99
303730	HP F1703 17IN LCD MONITOR*	1	419.99	419.99
279182	TAP 3YR CPR PLAT 650-899	1	299.99	299.99
295422	TAP 2YR RPL FL SCR400-1299	1	89.99	89.99

-\$290 MIK

Quote Total: \$ 3,543.85

3,253.85

Freight Charges will be added at the time of shipment based on the weight of the products shipped. Sales Tax will be added where

If you have any questions regarding this quote, please contact:
 JOE HURST (ALTAMONTE SPRINGS)
 Phone: (407)261-4004 Fax: (407)261-4098
 COMPUSA OFFERS CLASSROOM AND ONSITE TRAINING FOR INFORMATION PLEASE CALL : (407)261-4010

Exec. Order 11246 and 41 C.F.R. Parts 60-1.4, 60-250, 60-741.5 are incorporated, if applicable.

THANK YOU FOR THE OPPORTUNITY TO DO BUSINESS WITH YOU

EXHIBIT C
REQUEST FOR PAYMENT

Subrecipient Brother's Keepers, Inc.

Name of Activity/Project Health Transportation Services

Mailing Address _____

Contact Person _____

Payment Request No: _____

Telephone No. _____

Subrecipient Agreement Amount	% of Work Completed To Date	To Date Amount Previously Billed	This Invoice Billed
\$40,000	%	\$	\$
\$40,000	%	\$	\$
\$40,000	%	\$	\$
\$40,000	%	\$	\$
\$40,000	%	\$	\$
Total Invoices Billed	-----	-----	\$

Attach a copy of all supporting documentation for this Payment Request

Estimated Project/Activity Completion Date: _____

Subrecipient/Interlocal Agreement Required Completion Date: _____

Submitted By: _____ Title: _____

Signature: _____ Date: _____

EXHIBIT D

SUBRECIPIENT REPORT

Status Report for Month of _____

SUBRECIPIENT INFORMATION

Subrecipient _____ Brother's Keepers, Inc. _____
Mailing Address _____ Contact Person _____
_____ Telephone _____

NARRATIVE DESCRIPTION OF ACTIVITY STATUS/MILESTONES:

III. BUDGET STATUS

ACTIVITY	ESTIMATED BUDGET	EXPENSES PAID THIS MONTH	TOTAL EXPENSES PAID TO DATE	OUTSTANDING OBLIGATIONS	BUDGET BALANCE
TOTAL					

Any other special accomplishments:

Signed: _____

EXHIBIT E

NAME OF ORGANIZATION: Brother's Keepers, Inc.

FISCAL YEAR----2002-2003

END OF YEAR REPORT

Type of service provided: Health Transportation Services

Total number of people served: _____

Total number of groups/sessions performed: _____

TOTAL NUMBER OF HOUSEHOLDS/PERSONS DIRECTLY ASSISTED IN COLUMN "A"								
No. of Household / Persons Assisted	Low and Moderate Income	Very Low Income	White not Hispanic Origin	Black not Hispanic Origin	American Indian / Alaskan Native	Hispanic	Asian / Pacific Islander	Female Headed Household
A	B	C	D	E	F	G	H	I

Any other special accomplishments:

Signed: _____