

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Funding Request for Girls & Boys Town of Central Florida

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

AUTHORIZED BY: Dan Matthys **CONTACT:** Buddy Balagia **EXT.** 7379

Agenda Date 05/24/2005 **Regular** **Consent** **Work Session** **Briefing**
Public Hearing – 1:30 **Public Hearing – 7:00**

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a funding agreement in the amount of \$900,000 in CDBG and SHIP funding for Girls & Boys Town of Central Florida and Amendment to the 2000-2005 Consolidated Plan.

District – 2 Morris

BACKGROUND:

Girls & Boys Town of Central Florida (GBT), a branch of the original Father Flanagan's Boys Town, has submitted a request for funding the expansion of their existing campus at 1409 Flanagan's Loop in Oviedo. The current facility houses 68 children, with a proposed expansion to house additional children at one time and more than 2,000 annually. GBT has received substantial partnerships including over 55 acres donated by Mr. Bill Demetree to their campus, and Walt Disney World, which invested over \$700,000 to build a new 16-bed adolescent girl's shelter.

Since its inception in 1986, 14,000 youth and families have been served by GBT. Last year 1,200 children were served, 800 receiving housing assistance at GBT; however, over 700 referrals were turned away due to lack of capacity. Seminole County's expanding population is only expected to exacerbate the problem. GBT also partners with Kid's House, as well as a number of private and public agency partners, to provide a continuum of services for children in need.

GBT is requesting a Seminole County partnership to achieve their master plan. Staff is recommending \$900,000 in funding to construct a new shelter to house 16 boys. Funding for this project is eligible under the CDBG Program, and approximately \$450,000 in undesignated CDBG funds are currently available. The remaining funding is available under the SHIP Program, which allows the use of

Reviewed by: [Signature]
Co Atty: [Signature]
DFS: [Signature]
Other: [Signature]
DCM: [Signature]
CM: [Signature]
File No. - cpdc02

up to 25% of each annual allocation for non-ownership housing.

This proposal is consistent with the 2000-2005 Consolidated Plan, which cites the provision of services and facilities for abused and neglected children as a high need priority.

Staff recommends approval of the partnership with GBT, including the execution of a funding agreement in the amount of \$900,000 in CDBG and SHIP funding, provided for in the attached Agreement and the required Consolidated Plan Amendment. The County-funded financing package is secured by a fifteen (15) year forgivable mortgage and promissory note.

SEMINOLE COUNTY/GIRLS AND BOYS TOWN OF CENTRAL FLORIDA, INC.
CDBG/SHIP SUBRECIPIENT AGREEMENT
PROGRAM YEAR 2004-2005

THIS AGREEMENT, entered into this _____ day of _____, 2005, 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 GIRLS AND BOYS TOWN OF CENTRAL FLORIDA, INC., a non-profit Florida corporation, whose address is 37 Alafaya Woods Boulevard, Oviedo, Florida 32765, hereinafter referred to as "TOWN".

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

WHEREAS, the COUNTY has adopted the Seminole County Local Housing Assistance Plan (LHAP) and participates in the Florida State Housing Initiative Program (SHIP) to make affordable housing available to citizens of Seminole County, Florida of Low Income and to citizens of Seminole County with special housing needs; and

WHEREAS, TOWN shall construct and equip a sixteen (16) bed group home for homeless minor children in Seminole County; and

WHEREAS, the COUNTY has deemed that such affordable housing facilities and services will serve a COUNTY purpose; and

WHEREAS, the COUNTY has allocated NINE HUNDRED THOUSAND AND NO/100 DOLLARS (\$900,000.00) comprised of CDBG funds of FOUR HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$450,000.00) and SHIP funds of FOUR HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$450,000.00) for this affordable housing activity,

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) "Affordable Housing Purposes" means the provision of emergency and transitional housing for homeless minor children.

(b) "Affordability Period" means the length of time for which the subject Property must comply with CDBG and SHIP regulations and be used solely for the Affordable Housing Purposes set forth herein. Because this Agreement involves new construction of affordable transitional housing units, said period shall be for a term of fifteen (15) years commencing on July 1, 2007 or the date a certificate of occupancy is issued for the completed Project, whichever is earlier.

(c) "CD Administrator" means the Community Resources Division Manager or their designee.

(d) "County Approval" means written approval by the Planning and Development Department Director, the Community Resources Division Manager, or their designee.

(e) "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.

(f) "Planning Department" means the COUNTY'S Planning and Development Department Director or his designee.

(g) "Project" means the construction of a sixteen (16) bed group housing facility in the City of Oviedo, Seminole County, Florida, to accomplish the Affordable Housing Purposes.

(h) "Property" means the parcel of real property located within Seminole County which is to be used for the purposes discussed in Section 5 and Exhibit "A" to this Agreement.

(i) "SHIP Program" means State Housing Initiatives Partnership Program.

(j) "SHIP regulations" means Chapter 67-37, Florida Administrative Code (F.A.C.), as amended, and Chapter 420, Florida Statutes, as amended.

Section 3. Statement of Work (Use of CDBG/SHIP Funds). TOWN, in a manner satisfactory to the COUNTY, shall perform all services described in the Scope of Services, attached hereto as Exhibit "A" 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 TOWN.

Section 4. Term. This Agreement shall be effective upon its execution by all parties. TOWN shall complete all construction services required by this Agreement on or before June 30, 2007. The foregoing notwithstanding, this Agreement shall continue in full force and effect until expiration of the Affordability Period unless otherwise terminated by COUNTY as allowed by law.

Section 5. Disbursement of Funds.

(a) The COUNTY shall directly pay on behalf of TOWN, those contractors, subcontractors and vendors selected by TOWN to provide required construction goods and services funded pursuant to this Agreement in accordance with the Project Budget, attached hereto as Exhibit "B" and incorporated herein by reference.

(b) The COUNTY has allocated NINE HUNDRED THOUSAND AND NO/100 DOLLARS (\$900,000.00) comprised of HUD CDBG HOME funds of FOUR HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$450,000.00) and SHIP funds of FOUR

HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$450,000.00) for completion of this Agreement. The COUNTY will directly pay on behalf of TOWN for the services rendered under this Agreement up to NINE HUNDRED THOUSAND AND NO/100 DOLLARS (\$900,000.00). In the event that TOWN does not require the full amount thereof, as reflected in the bids received and reviewed by both parties to this Agreement, the CD Administrator reserves the right to reallocate such excess funds to other HUD, CDBG and SHIP projects.

(c) In no event shall the COUNTY make payments under this Agreement to any contractors, subcontractors or vendors until all goods and services rendered are invoiced and approved in writing by the Executive Director of TOWN and the CD Administrator.

(d) In order to process payment requests, TOWN shall submit to the COUNTY a completed Request for Payment form, attached hereto as Exhibit "C", along with an original invoice signed by the entity requesting payment and TOWN's Project Manager. Copies of receipts or other acceptable documentation demonstrating incurrence of each expense must be submitted with the invoice.

(e) Upon receipt of the documentation listed above, the COUNTY shall initiate payment on behalf of TOWN. The COUNTY reserves the right to verify, by site inspection when necessary, that all goods, materials, labor and services have been properly delivered, performed and invoiced. Payment shall be made as soon as practicable; provided, however, that if TOWN, its vendors, contractors and subcontractors have performed services in full compliance with all HUD, CDBG, and SHIP 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 July 15, 2007, TOWN shall render a final and complete statement to the COUNTY of all construction related costs for

goods and services not previously invoiced. The COUNTY shall not be obligated to pay any charges, claims or demands of TOWN not properly invoiced by June 30, 2007 and received by the COUNTY by July 15, 2007.

(g) Any goods or services not allotted in the Project Budget, or not undertaken in compliance with this Agreement, will only be paid by the COUNTY if the CD Administrator has issued prior written approval of such goods or services.

Section 6. Compliance With Uniform Administrative Requirements.
TOWN shall comply with 24 C.F.R. Part 84, including particularly the following provisions relating to applicability of Uniform Administrative Requirements:

(a) OMB Circular No. A-122 "Cost Principles for Non-Profit Organizations.

(b) 24 CFR 84 - "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations" specifically the following sections:

(1) 24 CFR 84.2 - "Definitions".

(2) 24 CFR 84.5 - "Subawards".

(3) 24 CFR 84.13, 84.14, and 84.16 - "Debarment and Suspension; Drug Free Work Place" "Special Awards Conditions" and "Resource Conservation and Recovery Act".

(4) 24 CFR 84.21 - "Standards for Financial Management Systems".

(5) 24 CFR 84.22 - "Payment".

(6) 24 CFR 84.26-84.28 - "Non-Federal Audits", "Allowable Costs" and "Period of Availability of Funds".

(7) 24 CFR 84.30 - "Purpose of Property Standards".

(8) 24 CFR 84.31 - "Insurance Coverage".

(9) 24 CFR 84.34-84.37 - "Equipment", "Supplies and Other Expendable Property", "Intangible Property" and "Property Trust Relationship".

(10) 24 CFR 84.40-84.48 - "Purpose of Procurement Standards", "Recipient Responsibilities", "Codes of Conduct", "Competition", "Procurement Procedures", "Cost and Price Analysis", "Procurement Records", "Contract Administration" and "Contract Provisions".

(11) 24 CFR 84.51 - "Monitoring and Reporting Program Performance".

(12) 24 CFR 84.52 and 84.53 - "Financial Reporting" and "Retention and Access Requirements For Records".

(13) 24 CFR 84.60-84.62 - "Purpose of Termination and Enforcement", "Termination", and "Enforcement".

(14) 24 CFR 84.72 - "Subsequent Adjustments and Continuing Responsibilities".

(15) 24 CFR 84.73 - "Collection of Amounts Due".

Section 7. Other Program Requirements.

(a) TOWN shall comply with all Federal laws and regulations of 24 CFR Part 570, Subparts J and K except that TOWN shall not assume COUNTY responsibilities for environmental review under 24 CFR 570.604.

(b) The specific portions of 24 CFR 570 that TOWN shall be responsible for compliance shall include the following:

(1) 24 CFR 570.502 Applicability of uniform administration requirements, including those in 24 CFR Parts 84 and 85.

(2) 24 CFR 570.503 Agreements with subrecipients.

(3) 24 CFR 570.504 Program income.

(4) 24 CFR 570.505 Use of real property.

(5) 24 CFR 570.506 Records to be maintained.

(6) 24 CFR 570.507 Reports.

(7) 24 CFR 570.508 Public access to program records

(8) 24 CFR 570.601 - Requiring 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").

(9) 24 CFR 570.602 - Prohibiting discrimination on the basis of race, sex or age for activities under the program.

(10) 24 CFR 570.603 - Requiring 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").

(11) 24 CFR 570.605 - Governing 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.

(12) 24 CFR 570.606 - Requiring that grant recipients and subrecipients to adopt and utilize policies best assuring 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.

(13) 24 CFR 570.607 - Applying 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.

(14) 24 CFR 570.608 - Applying 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.

(15) 24 CFR 570.609 - Prohibiting the use of debarred, suspended or ineligible contractors or other subrecipients on grant funded projects.

(16) 24 CFR 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.

(17) 24 CFR 570.612 - Requires adherence to any state imposed standards of intergovernmental review for those infrastructure improvements involving water, sewer and storm water facilities.

(18) 24 CFR 570.613 - Restrictions on eligibility for employment and financial assistance benefits for certain resident, newly legalized aliens.

(19) 24 CFR 570.614 - Requiring 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).

Section 8. Compliance with Local and State Laws. During the execution and implementation of this Agreement, TOWN shall comply with all applicable State and local laws, regulations, and ordinances, including but not limited to the following:

(a) Chapter 112, Florida Statutes - "Public Officers and Employees: General Provisions".

(b) All written procedures and policies issued by the COUNTY regarding implementation of the COUNTY SHIP Program.

(c) Chapter 67-37, Florida Administrative Code.

(d) Chapter 420, Part VII, Florida Statutes "State Housing Initiatives Partnership Program".

(e) 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.

Section 9. 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 the State of Florida and providing funds to TOWN.

Section 10. Management Assistance.

(a) The CD Administrator shall be available to TOWN to provide guidance on HOME and SHIP requirements.

(b) In the event that TOWN does not complete any of the terms of this Agreement within the time frames allotted herein, COUNTY may provide notices to TOWN 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 11. Maintenance of Records and Reports.

(a) TOWN shall maintain all records required by Federal, State and local laws, rules and regulations for a period of no less than five years from the date of the final program 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 TOWN pursuant to this Agreement;

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

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

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

(b) 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. The 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.

(c) TOWN shall complete and provide to the CD Administrator a monthly report on the Subrecipient Report attached hereto as Exhibit "D". Such reports shall be due no later than the fifteenth day of each month, commencing on the date of execution of this Agreement and concluding upon the completion of all services described in Exhibit "A".

(d) TOWN shall submit to the COUNTY the End of Year Reports attached hereto as Exhibits "E" and "F".

Section 12. Liability. Except for any payment specifically set forth and authorized herein, the COUNTY shall not be liable to any person, firm, entity or corporation in connection with the services TOWN has agreed to perform hereunder, or for debts or claims accruing to such parties against TOWN. 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 TOWN as a result of this Agreement, including the contractors, subcontractors and vendors who may from time-to-time be employed by TOWN.

Section 13. Subcontracts. All contracts made by TOWN to perform the activities described in Exhibit "A" shall comply with all applicable laws, rules and regulations set forth in the Agreement. Only subcontracts for work or services as set forth in Exhibit "A" are authorized by this Agreement. Any further work or services which TOWN 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 14. Indemnification.

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

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

Section 15. Insurance. TOWN shall ensure that its insurance coverage or self-insurance program, and the insurance coverage of its contracted agents, conforms to and complies with all applicable Federal, State and local regulations and is adequate and sufficient to insure all activities performed pursuant to the Agreement against property damage or loss, human injury and other casualty.

Section 16. Non-Assignability. Neither party shall assign the Agreement without the prior written consent of the other in a document of equal dignity herewith.

Section 17. 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 18. Program Income.

(a) In the event that any program income is received by TOWN as a direct result of the investment of any COUNTY funds awarded under this Agreement up to June 30, 2007, TOWN shall immediately render such income to the COUNTY.

(b) If any income is received by TOWN as a direct result of the investment of any COUNTY funds awarded under this Agreement after June 30, 2007, or after expiration of the term of this Agreement such income shall be used by TOWN to provide transitional housing services to the clients of TOWN.

Section 20. Non-Expendable Property. Any non-expendable personal property acquired by TOWN 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 21. Reversion of Assets. Upon expiration of this Agreement, TOWN 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 TOWN 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, Section 570.505, and if such property is sold to another party, the provisions of 24 CFR 85.31 shall also apply.

Section 22. Suspension and Termination. COUNTY may terminate this Agreement in accordance with the provisions of 24 CFR Section 84.61, 85.43 for reasons of enforcement or grant compliance violations.

Section 23. Enforcement of the Agreement. Any failure to comply with the Scope of Services or other terms of this Agreement shall constitute a breach of this Agreement.

Section 24. 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 TOWN pursuant to this Agreement. Specifically and additionally, the COUNTY shall have the following available remedies:

- (a) Immediately terminate the Agreement, with or without notice;
- (b) Reallocate the remaining uncommitted funds toward another HUD program or another SHIP Program from the COUNTY'S trust fund;

(c) Withhold issuance of any further funds, regardless of whether such funds have been encumbered by TOWN;

(d) Demand TOWN immediately repay any monies expended in accordance with the Agreement;

(e) Require specific performance of the Agreement;

(f) Demand payment and/or performance from the surety, if applicable; and/or

(g) Impose a lien upon any and all of TOWN's real or personal property. To create such a lien, the COUNTY shall send a demand letter to TOWN demanding refund of any monies expended to TOWN pursuant to this Agreement. If such demand is not met within thirty (30) days said letter and a formal Claim of Lien shall be recorded in the public records of Seminole County and thereafter shall constitute a lien upon TOWN's real and personal property.

(h) Initiation of a lawsuit to pursue any available legal or equitable remedy.

Section 25. Certification Regarding Lobbying. TOWN 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, TOWN shall complete and submit a "Disclosure of Lobbying Activities" standard form as approved by the Office of Management and Budget.

(c) Pursuant to Section 216.347, Florida Statutes, TOWN hereby agrees that monies received from the COUNTY pursuant to the 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, Room 3301
Sanford, Florida 32771

For TOWN:

Executive Director
Girls and Boys Town of Central Florida, Inc.
37 Alafaya Woods Boulevard
Oviedo, Florida 32765

Either of the parties may change, by written notice and without need for amendment to this Agreement, the address or person for receipt of notice.

Section 27. Conflict of Interest.

(a) TOWN agrees that it shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, or any other local, State or Federal statutes or regulations.

(b) TOWN hereby certifies that no officer, agent or employee of the COUNTY has any material interest, as defined in Section 112.312(15),

Florida Statutes, either directly or indirectly, in the business of TOWN, and that no such person shall have any such interest at any time during the term of the Agreement.

Section 28. 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 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 the Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of the Agreement.

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

ATTEST:

GIRLS AND BOYS TOWN OF CENTRAL
FLORIDA, INC.

ERNIE WILDING, Secretary

By: _____

Print Name/Title: _____

[CORPORATE SEAL]

Date: _____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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
AWS/lpk
5/2/05 5/18/05
boys and girls town sub agt

Attachments:

- Exhibit "A" - Scope of Services
- Exhibit "B" - Project Budget
- Exhibit "C" - Request for Payment
- Exhibit "D" - Monthly Report
- Exhibit "E" - End of Year Report
- Exhibit "F" - SHIP Program End of Year Report
- Exhibit "G" - Mortgage Deed and Promissory Note

EXHIBIT A

SCOPE OF SERVICES

GIRLS AND BOYS TOWN OF CENTRAL FLORIDA, INC.

All capitalized words and terms herein shall have the same meanings ascribed to them in the Agreement to which these Exhibits are attached. TOWN shall provide the following rental housing activity services to address the affordable housing needs of Low Income persons within Seminole County.

SCOPE

I. TOWN shall construct a living facility (group home) containing a minimum of sixteen (16) beds on property located in Oviedo, Seminole County, Florida. This facility shall provide occupancy for Low Income-eligible individuals consisting of homeless minor children.

II. Construction of the sixteen (16) bed emergency housing facility shall be funded from the COUNTY'S CDBG and SHIP funds. Accordingly, TOWN shall further comply with the following SHIP requirements as to maximum rents imposed, if any, and as to income level affordability guidelines for residents.

All emergency shelter housing units shall be occupied by Low Income minors including those referrals from other servicing agencies and emergency housing and care providers. In addition, if TOWN imposes monthly rents on these units, said rents shall not exceed the prevailing Maximum Rents by Number of Bedrooms in Unit for the Low Income level, as established by HUD.

III. The newly constructed group home shall meet the current edition of the Model Energy Code published by the Council of American Building Officials.

IV. In further compliance with conflict of interest laws contained in Chapter 112, Florida Statutes, no TOWN board member, officer or employee or any related family member shall receive or obtain gain or profit in the performance of this Agreement

V. Compliance with this Agreement shall include, but not be limited to, the following:

(a) TOWN shall solicit a minimum of three (3) construction bids and shall accept bids from qualified licensed contractors and/or subcontractors to complete the work according to approved construction plans and specifications and TOWN shall maintain proper documentation of the procurement standards in compliance with 24 CFR 84.40 through 84.48.

(b) TOWN shall execute the construction contract directly with the contractor and subcontractors as appropriate.

(c) TOWN shall inspect, monitor progress and ensure completion of the construction work.

(d) TOWN shall approve and process payments to the contractor and subcontractors through the COUNTY in accordance with Section 5 of this Agreement. TOWN, on behalf of contractors and other applicable vendors, shall verify and document completion of the work being requested for payment.

(e) During Project construction, TOWN shall prepare Monthly Reports in accordance with this Agreement in accordance with Exhibit D attached to the Agreement, and shall submit these reports to the Seminole County Community Development Office no later than fifteen (15) days following the end of the reporting period.

(f) TOWN shall prepare End of Year Reports, attached to the Agreement as Exhibits E & F, which shall be submitted to the COUNTY no later than July 15, 2007.

(g) TOWN shall consult with the COUNTY'S Housing Manager or his/her designee to assure compliance with 24 CFR Part 570 governing the CDBG Program, and Chapter 420, Part VII of the Florida Statutes, entitled "State Housing Initiatives Partnership Program" to ensure compliance with the SHIP Program.

(h) TOWN shall implement and administer all activities in accordance with written policies and procedures as required or developed by the COUNTY, as amended from time to time.

VI. TOWN shall at the appropriate time and at the direction of the COUNTY'S Housing Manager, execute a Mortgage Deed and Promissory Note (attached hereto as Exhibit G), in favor of the COUNTY and in compliance with the SHIP Program regulations. The execution of these documents and their recording with the County Clerk's Office will ensure compliance with Chapter 420, Part VII, section 420.9075 (4) (F), Florida Statutes regarding of the State Housing Initiatives Partnership Program.

VII. The Project constructed under this Agreement shall be completed and fully occupied by June 30, 2007.

EXHIBIT B
PROJECT BUDGET
GIRLS AND BOYS TOWN OF CENTRAL FLORIDA, INC.

<i>Funding Sources</i>	<i>Estimated Budget</i>
COUNTY CDBG Program funding	\$450,000.00
COUNTY SHIP Program funding	\$450,000.00
Total project funding	\$900,000.00

EXHIBIT C

REQUEST FOR PAYMENT

Subrecipient: GIRLS AND BOYS TOWN OF CENTRAL FLORIDA, INC.

Name of Activity/Project: _____

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
\$900,000.00	%	\$	\$
\$900,000.00	%	\$	\$
\$900,000.00	%	\$	\$
\$900,000.00	%	\$	\$
\$900,000.00	%	\$	\$
\$900,000.00	%	\$	\$
\$900,000.00	%	\$	\$
\$900,000.00	%	\$	\$
\$900,000.00	%	\$	\$
\$900,000.00	%	\$	\$
\$900,000.00	%	\$	\$
\$900,000.00	%	\$	\$
\$900,000.00	%	\$	\$
Total Invoices Billed	-----	-----	\$

Attach a copy of all supporting documentation for this Payment Request

Estimated Project/Activity Completion Date: _____

Subrecipient Agreement Required Completion Date: _____

Submitted By: _____ Title: _____

Signature: _____ Date: _____

EXHIBIT D

MONTHLY REPORT

Status Report for Month of _____

Subrecipient: GIRLS AND BOYS TOWN OF CENTRAL FLORIDA, INC.

Mailing Address: _____

Contact Person: _____

Payment Request No: _____

Telephone No.: _____

NARRATIVE DESCRIPTION OF ACTIVITY STATUS/MILESTONES:

BUDGET STATUS

ACTIVITY	ESTIMATED BUDGET	EXPENSES PAID THIS MONTH	TOTAL EXPENSES PAID TO DATE	OUTSTANDING OBLIGATIONS	BUDGET BALANCE
Construction of a 16 bed emergency housing facility	\$900,000.00				
TOTAL	\$900,000.00				

Any other special accomplishments:

Signed: _____

EXHIBIT E
END OF YEAR REPORT

NAME OF ORGANIZATION: **GIRLS AND BOYS TOWN OF CENTRAL FLORIDA, INC.**

Type of service provided: _____

Total number of people served: _____

Total number of groups/sessions performed: _____

No. of Household/ Persons Assisted	Low and Moderate Income	American Indian or Alaska Native	Asian	Black or African American	Native Hawaiian or Other Pacific Islander	White	Hispanic or Latino/	Not Hispanic or Latino	Female Head of House- hold

Any other special accomplishments:

Signed: _____

This document was prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

Please return it to:
Community Development Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

**This Mortgage is given to
Seminole County, Florida and
is exempt from payment of all
intangible personal property taxes
pursuant to §§ 199.032 and
199.183(1), Florida Statutes (2004)**

COMPOSITE EXHIBIT "G"

**SEMINOLE COUNTY SHIP/CDBG PROGRAM
MORTGAGE DEED**

THIS MORTGAGE DEED is made and entered into this ____ day of _____, 2005, by the Girls and Boys Town of Central Florida, Inc., whose address is 37 Alafaya Woods Boulevard, Oviedo, Florida 32765 (the "MORTGAGOR"), in favor of Seminole County, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771 (the "COUNTY").

WITNESSETH:

WHEREAS, MORTGAGOR and COUNTY entered into that certain "SEMINOLE COUNTY/GIRLS AND BOYS TOWN OF CENTRAL FLORIDA, INC. CDBG/SHIP SUBRECIPIENT AGREEMENT" dated _____, 2005 (the "Agreement") for the benefit of MORTGAGOR, whereby MORTGAGOR shall, by virtue of this instrument, obtain mortgage financing for the construction of a sixteen (16) bed emergency housing facility on a certain parcel of real property for the exclusive purpose of providing emergency, transitional housing for Low Income, homeless minor children; and

WHEREAS, the address, legal description and parcel identification number of the subject real property are as follows:

Address: 1409 Flanagan's Loop, Oviedo, Florida 32765

A PORTION OF LOTS 5 AND 6, SWOPE'S THIRD ADDITION TO BLACK HAMMOCK DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 5, SWOPE'S THIRD ADDITION TO BLACK HAMMOCK, AS RECORDED IN PLAT BOOK 3, PAGE 20 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; RUN S 89°43'26"E ALONG THE NORTH LINE OF SAID LOT 5 A DISTANCE OF 1,288.35 FEET TO THE NORTHEAST CORNER OF SAID LOT 5, THENCE

S 00°08'52" E ALONG THE EAST LINE OF SAID LOT 5 A DISTANCE OF 126.63 FEET TO A LINE LYING 250.00 FEET NORTHWESTERLY OF [WHEN MEASURED AT RIGHT ANGLES TO] AND PARALLEL WITH THE EXISTING NORTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD 426[SEMINOLE AVENUE]; THENCE S 58°29'46" W ALONG SAID PARALLEL LINE 441.06 FEET; THENCE CONTINUE ALONG SAID PARALLEL LINE S 59°33'47" W 41.28 FEET; THENCE N 89°43'26" W 877.23 FEET TO THE WEST LINE OF LOT 6, AFORESAID SWOPE'S THIRD ADDITION TO BLACK HAMMOCK; THENCE N 00°01'46" E ALONG SAID WEST LINE OF LOT 6 AND THE WEST LINE OF AFOREMENTIONED LOT 5 A DISTANCE OF 380.00 FEET TO THE POINT OF BEGINNING [LESS THE WEST 10 FEET THEREOF].

CONTAINING THEREIN 10.05 ACRES, MORE OR LESS

Parcel Identification Number: 12-21-31-502-0000-0050

(the "Property"); and

WHEREAS, the MORTGAGOR has agreed to use the Property only for the purpose of providing transitional housing for Low Income, homeless minor children in need of emergency transitional housing services; and

WHEREAS, MORTGAGOR has executed that certain CDBG/SHIP Deferred Payment Promissory Note (the "Note") of even date herewith in the principal amount of NINE HUNDRED THOUSAND AND NO/100 DOLLARS (\$900,000.00) and secured by this Mortgage Deed; and

WHEREAS, pursuant to the Agreement, the COUNTY, has paid, or will pay, NINE HUNDRED THOUSAND AND NO/100 DOLLARS (\$900,000.00), for the purpose of new construction on the Property;

NOW, THEREFORE, in consideration of the financial assistance from the COUNTY with respect to the affordable housing project on the Property and for other valuable consideration provided herein, MORTGAGOR hereto covenants as follows:

1. MORTGAGOR grants, bargains, sells, promises, conveys, and confirms unto the COUNTY all of the MORTGAGOR's interests in the Property to have and to hold the same, together with the tenements, hereditament, and appurtenances thereto belonging, and the rents, issues, and profits thereof, unto the COUNTY in fee simple.

2. MORTGAGOR covenants with the COUNTY that the MORTGAGOR is indefeasibly seized of said Property in fee simple; that the MORTGAGOR has good right and lawful authority to convey said lands as aforesaid; that the MORTGAGOR will make such further assurances to perfect fee simple title to said lands in the COUNTY as may reasonably be required; that the MORTGAGOR hereby fully warrants the title to said Property and will defend the same against the lawful claims of all persons whomsoever; and that said Property is free and clear of all encumbrances except those of record as the date hereof.

3. MORTGAGOR hereby further covenants to continue in possession of the subject premises and further covenants that if any interest in the subject premises is conveyed, transferred, leased, sub-leased, otherwise devised or assigned to any person or the Property is used for any purpose other than providing emergency, transitional housing

for homeless minors during the term of the Note then the principal shall become immediately due and payable.

4. If the MORTGAGOR shall perform, comply with, and abide by each and every agreement, including the Agreement stipulation, condition, and covenant regarding the Property including this Mortgage, the Note and the Agreement, then this Mortgage and the estate hereby created shall cease, determine and be null and void.

5. MORTGAGOR covenants and agrees to pay promptly when due the principal and interest, if any interest shall be due, and other sums of money provided for in said Note and this Mortgage or either.

6. MORTGAGOR covenants and agrees to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on the Property.

7. MORTGAGOR covenants and agrees to keep the Property in good repair and to permit, commit, or suffer no waste, impairment or deterioration of the Property or any part thereof except for reasonable wear and tear.

8. MORTGAGOR covenants and agrees to keep the buildings now or hereafter existing on the Property fully insured in a sum of not less than market value. Said insurance shall be made through a company or companies acceptable to the COUNTY per the written authorization of the COUNTY. Said insurance policy or policies shall be held by and payable to the COUNTY and in the event any sum of money from such insurance policy or policies becomes payable that the COUNTY shall have the right to receive and apply the same to the indebtedness hereby secured. The COUNTY shall account to the MORTGAGOR for any surplus in such monies.

9. MORTGAGOR covenants and agrees to pay or reimburse all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the COUNTY because of the failure of the MORTGAGOR to promptly and fully comply with any agreements, stipulations, conditions, and covenants regarding the Property.

10. MORTGAGOR covenants and agrees to perform, comply with, and abide by each and every agreement, stipulation, condition, and covenant regarding the Property, including particularly, this Mortgage, the Note and the Agreement.

11. In the event MORTGAGOR fails to pay when due any tax, assessment, insurance premium, or other sum of money payable by virtue of this Mortgage and the Note, or either, the COUNTY may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

12. In the event of a voluntary sale or foreclosure, the COUNTY shall have the right of first refusal to purchase the Property from the OWNER for the amount and on the terms specified in a written, firm contract between the MORTGAGOR and prospective purchaser. COUNTY shall have thirty (30) calendar days after the date it receives a copy

of the contract to exercise its right to purchase hereunder by sending written notice to the MORTGAGOR.

13. If any sum or money herein referred is not promptly paid within thirty (30) days after the same becomes due, or if each and every agreement, stipulation, condition, and covenant of this Mortgage, the Note or the Agreement are not fully performed, complied with, and abided by such occurrence shall be deemed an event of default hereunder and the entire sum mentioned in said Note and this Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter at the option of the COUNTY become and be due and payable and MORTGAGOR's estate may be foreclosed, anything in said instruments or herein to the contrary notwithstanding. Failure by the COUNTY to exercise any of the rights herein provided shall not constitute a waiver of any rights under the Note or this Mortgage accrued or thereafter accruing.

14. MORTGAGOR shall not execute an assumption or in any way convey its obligations under this Mortgage or the Note secured hereunder without the proper written consent of COUNTY.

15. If all or any part of the Property or any interest is sold or transferred during the term of this Mortgage without notice to and consent from the COUNTY and in compliance with this Mortgage, the Note, or the Agreement, the COUNTY may require immediate payment in full of all sums due under the Promissory Note and the MORTGAGOR shall be considered in default under the terms of the Mortgage shall have the right to initiate foreclosure procedures to include obtaining a deficiency judgment against MORTGAGOR.

IN WITNESS WHEREOF, MORTGAGOR has executed on the day and year set forth below.

This document was prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

Please return it to:
Community Development Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

**This Instrument is given to
Seminole County, Florida and
is exempt from payment of all
intangible personal property taxes
pursuant to §§ 199.032 and
199.183(1), Florida Statutes (2004)**

**SEMINOLE COUNTY
CDBG/SHIP PROGRAM
DEFERRED PAYMENT PROMISSORY NOTE**

PRINCIPAL AMOUNT: NINE HUNDRED THOUSAND AND NO/100 DOLLARS
(\$900,000.00)

DATED DATE: _____, 2005

MATURITY DATE: _____, 2020

RATE OF INTEREST: ZERO PERCENT (0.00%) PER ANNUM

OBLIGOR: Girls and Boys Town of Central Florida, Inc.
37 Alafaya Woods Boulevard
Oviedo, Florida 32765

THIS PROMISSORY NOTE is made and entered into this ____ day of _____, 2005, by Girls and Boys Town of Central Florida, Inc., whose mailing address is 37 Alafaya Woods Boulevard, Oviedo, Florida 32765 (the "OBLIGOR"), in favor of Seminole County, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771 (the "COUNTY").

WITNESSETH:

WHEREAS, OBLIGOR and COUNTY entered into that certain "SEMINOLE COUNTY/GIRLS AND BOYS TOWN OF CENTRAL FLORIDA, INC. CDBG/SHIP SUBRECIPIENT AGREEMENT PROGRAM YEAR 2004-2005" dated _____, 2005 (the "Agreement") for the benefit of OBLIGOR, whereby OBLIGOR has agreed to improve that certain parcel of real property located in Seminole County, Florida, the addresses and legal descriptions for which are as follows:

Address: 1409 Flanagan's Loop, Oviedo, Florida 32765

A PORTION OF LOTS 5 AND 6, SWOPE'S THIRD ADDITION TO BLACK HAMMOCK DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 5, SWOPE'S THIRD ADDITION TO BLACK HAMMOCK, AS RECORDED IN PLAT BOOK 3, PAGE 20 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; RUN S 89°43'26"E ALONG THE NORTH LINE OF SAID LOT 5 A DISTANCE OF 1,288.35 FEET TO THE NORTHEAST CORNER OF SAID LOT 5, THENCE S 00°08'52" E ALONG THE EAST LINE OF SAID LOT 5 A DISTANCE OF 126.63 FEET TO A LINE LYING 250.00 FEET NORTHWESTERLY OF [WHEN MEASURED AT RIGHT ANGLES TO] AND PARALLEL WITH THE EXISTING NORTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD 426[SEMINOLE AVENUE]; THENCE S 58°29'46" W ALONG SAID PARALLEL LINE 441.06 FEET; THENCE CONTINUE ALONG SAID PARALLEL LINE S 59°33'47" W 41.28 FEET; THENCE N 89°43'26" W 877.23 FEET TO THE WEST LINE OF LOT 6, AFORESAID SWOPE'S THIRD ADDITION TO BLACK HAMMOCK; THENCE N 00°01'46" E ALONG SAID WEST LINE OF LOT 6 AND THE WEST LINE OF AFOREMENTIONED LOT 5 A DISTANCE OF 380.00 FEET TO THE POINT OF BEGINNING [LESS THE WEST 10 FEET THEREOF].

CONTAINING THEREIN 10.05 ACRES, MORE OR LESS

Parcel Identification Number: 12-21-31-502-0000-0050

(the "Property"); and

WHEREAS, the OBLIGOR has agreed to use the Property only as described in the Agreement and pursuant to the Mortgage Deed of even date herewith and recorded in the Public Records of Seminole County, Florida; and

WHEREAS, pursuant to the Agreement, the COUNTY, has paid, or will pay NINE HUNDRED THOUSAND AND NO/100 DOLLARS (\$900,000.00) for the purpose of construction on the Property of a sixteen (16) bed emergency housing facility for Low Income, homeless minor children:

NOW, THEREFORE, in consideration of the financial assistance from the COUNTY with respect to the acquisition and construction of the Property and for other valuable consideration provided herein, the OBLIGOR hereby covenants as follows:

1. OBLIGOR promises to pay to the order of the COUNTY on _____, 2020 the sum of **NINE HUNDRED THOUSAND AND NO/100 DOLLARS (\$900,000.00)**, in lawful money of the United States, at 1101 East First Street, Sanford, Florida 32771, or at such other place as the County may designate in writing.

2. This Note is given in accordance with the terms of the Mortgage Deed of even date herewith made in favor of COUNTY and pertaining to the above described Property.

3. If the OBLIGOR fails to use the Property in the manner as required by the Agreement, the Mortgage, or any portion of this Note, it shall be an event of default upon which event all sums outstanding and due under this Note shall become immediately due and payable in full. A default hereunder shall be grounds for the initiation of a foreclosure suit and the obtaining of a deficiency judgment against

OBLIGOR.

4. Paragraph 1 above notwithstanding, the unpaid principal amount of this Note shall be forgiven by the COUNTY and reduced to zero on _____, 2020, provided that the OBLIGOR shall have met and fully satisfied all the terms and conditions set forth in the Mortgage Deed, the Agreement and this Note.

5. OBLIGOR waives demand, protest, and notice of maturity, non-payment, or protest, and all requirements necessary to hold it liable as a maker and endorser.

6. OBLIGOR agrees to pay all costs of collections incurred by the COUNTY, including a reasonable attorney's fee, in case the principal of this Note, or any payment on the principal, or any interest thereon is not paid at the respective maturity thereof, or in case it becomes necessary to protect the security hereof, whether suit be brought or not.

7. This Note is secured by the Mortgage Deed given by OBLIGOR to COUNTY of even date herewith and is to be construed and enforced according to the laws of the State of Florida; upon default in payment of the principal when due, the whole sum of principal and remaining unpaid shall, at the option of the COUNTY, become immediately due and payable.

IN WITNESS WHEREOF, the OBLIGOR has duly executed this instrument on the day and year set forth below.

ATTEST:

GIRLS AND BOYS TOWN OF CENTRAL
FLORIDA, INC.

ERNIE WILDING, Secretary

By: _____

Print Name/Title: _____

[CORPORATE SEAL]

Date: _____

STATE OF FLORIDA]
]
COUNTY OF SEMINOLE]

I HEREBY CERTIFY that, on this ___ day of _____, 2005, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____, as _____ and ERNIE WILDING, as Secretary, of the Girls and Boys Town of Central Florida, Inc., a non-profit corporation organized under the laws of the State of Florida, who are personally known to me or who have produced _____ and _____, respectively as identification. They have acknowledged before me that they executed the foregoing instrument as such officers in, and on behalf of, the corporation, and that they also affixed thereto the official seal of the corporation.

Print Name _____
Notary Public in and for the County
and State Aforementioned

NOTARY SEAL

My commission expires: