

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Two CDBG Subrecipient Agreements & One ESGP Subrecipient Agreement

DEPARTMENT: Planning and Development DIVISION: Community Resources

AUTHORIZED BY: Don Fisher *[Signature]* CONTACT: Robert Heenan *[Signature]* EXT. 7380

Agenda Date	<u>10/28/03</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 the following: one (1) CDBG Subrecipient Agreement with: GoldenRule Housing and Community Development Corporation; one (1) CDBG Subrecipient Agreement with Rescue Outreach Mission of Sanford Inc.; and (1) ESGP Subrecipient Agreement with Rescue Outreach Mission of Sanford, Inc.

BACKGROUND:

On 7/22/03 the Board of County Commissioners (Board) approved the 2003-2004 One-Year Action Plan of the 2000-2005 Consolidated Plan which included CDBG funding to GoldenRule Housing and Community Development Corporation and Rescue Outreach Mission of Sanford, Inc. and ESGP funding to Rescue Outreach Mission of Sanford, Inc.

With funding previously approved by the Board, the following Subrecipient Agreements are ready for execution by the Board:

1. Golden Rule Housing and Community Development Corporation-CDBG funding in the amount of \$12,000 to remove architectural barriers from the first floor restroom;
2. Rescue Outreach Mission of Sanford, Inc.-CDBG funding in the amount of \$25,000 for construction plans, construction cost estimates and bid documents for renovation and enlargement of the men's dormitory facility; and
3. Rescue Outreach Mission of Sanford, Inc.-ESGP funding in the amount of \$32,200 to help defray shelter operating costs.

Reviewed by:	
Co Atty:	<i>KTC</i>
DFS:	
Other:	<i>d</i>
DCM:	<i>SS</i>
CM:	<i>KB</i>
File No. -cpdc03	

Staff recommends and the Board is requested to execute the attached Agreements.

SEMINOLE COUNTY/GOLDENRULE HOUSING
AND COMMUNITY DEVELOPMENT CORPORATION
CDBG SUBRECIPIENT AGREEMENT
PROGRAM YEAR 2003-2004

THIS AGREEMENT, entered into this _____ day of _____, 2003, 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 **GOLDENRULE HOUSING AND COMMUNITY DEVELOPMENT CORPORATION**, a nonprofit Florida corporation, whose mailing address is 417 East 2d Street, Sanford, Florida 32771, hereinafter referred to as "GOLDENRULE".

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 regulations set forth in Title 24 Code of Federal Regulations (CFR) Section 570; and

WHEREAS, GOLDENRULE shall remove architectural barriers from the first floor restroom of the GoldenRule Housing & Community Development Corporation Office located at 417 East 2nd Street in Sanford, Florida (the "Facility") for the benefit of GOLDENRULE'S handicapped and disabled residents.; and

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

WHEREAS, the COUNTY has allocated TWELVE THOUSAND DOLLARS AND NO CENTS (\$12,000.00) of HUD Community Development Block Grant

("CDBG") funds for the community development activities provided by GOLDENRULE; 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) "Affordability Period" means the length of time for which the subject properties must comply with HUD regulations.

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

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

(d) "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.

(e) "Planning Department" means the COUNTY'S Planning and Development Department Director or his designee for the Community Development Office.

(f) "Vendor" shall include, but not be limited to, architects and engineers.

(g) "Very low income" means gross household income not to exceed fifty percent (50%) of the median family income within the Orlando Metropolitan Statistical Area during the term of this Agreement.

Section 3. Statement of Work. GOLDENRULE, 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 GOLDENRULE.

Section 4. Term. This Agreement shall be effective upon its execution by all parties. GOLDENRULE shall complete all services required by this Agreement on or before April 30, 2004. This Agreement shall terminate on May 31, 2004. GOLDENRULE shall complete all services required by this Agreement in accordance with the following schedule:

Prior to October 31, 2003	Meet with County Project Manager to review terms of Agreement;
Prior to December 31, 2003	Deliver completed construction plans and cost estimates to the COUNTY; Advertise for bids;
Prior to January 30, 2004	Receive all bids;
Prior to February 13, 2004	Award contract;
Prior to March 1, 2004	Commence construction;
Prior to April 30, 2004	Complete construction.

Section 5. Payments.

(a) The COUNTY shall reimburse GOLDENRULE for funds paid to the contractors, subcontractors and vendors selected by GOLDENRULE to provide services under this Agreement in accordance with the Project Budget, attached hereto as Exhibit B and incorporated herein by reference.

(b) The COUNTY has allocated TWELVE THOUSAND DOLLARS AND NO CENTS (\$12,000.00) of HUD funds for completion of this Agreement. The COUNTY will pay/reimburse GOLDENRULE for the services rendered under this Agreement up to TWELVE THOUSAND DOLLARS AND NO CENTS (\$12,000.00). In the event that GOLDENRULE does not require the full amount of TWELVE THOUSAND DOLLARS AND NO CENTS (\$12,000.00), as reflected in the bids received and reviewed by both parties to this Agreement, the CD Administrator reserves the right to reallocate such funds to other HUD projects.

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

(d) In order to process payment requests, GOLDENRULE shall submit to the COUNTY an original invoice signed by the entity requesting payment and GOLDENRULE's Project Manager or Executive Director. 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 reimbursement to GOLDENRULE. The COUNTY reserves the right to verify, by site inspection when necessary, that all goods, materials, labor and services have been properly invoiced.

(f) Reimbursement for the costs of preparation of construction design plans, construction specifications and construction cost estimates shall be rendered within thirty (30) days of the delivery of satisfactory copies of the same to the COUNTY. Reimbursement for construction activity costs shall be paid in two increments. The first reimbursement shall be rendered within thirty (30) days of demonstrated fifty percent (50%) completion of the construction activities. The second reimbursement shall be rendered within thirty (30) days of demonstrated completion of one hundred percent (100%) completion of all construction activities. Construction work shall be deemed completed upon provision of final inspection approvals from the City of Sanford, the Project Manager of GOLDENRULE and the Construction Specialist of the COUNTY.

(g) On or before May 31, 2004, GOLDENRULE 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 GOLDENRULE not properly invoiced and received by the COUNTY by May 31, 2004.

(h) Any goods or services not allotted in the Project Budget, or not undertaken in compliance with this Agreement, will

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

(i) GOLDENRULE shall not be reimbursed for any acquisition, purchase, donation or receipt of any interest in real property or benefits by a real property owner of any real property unless GOLDENRULE has first received written authorization from the CD Administrator. The acquisition, purchase, donation or receipt of any interest in real property or benefits by a real property owner of any real property by GOLDENRULE shall automatically terminate this Agreement.

Section 6. Compliance With Federal Regulations.

(a) GOLDENRULE shall comply with all federal, State and local laws and regulations in its performance of this Agreement. It is understood that the following are laws and regulations which will directly govern implementation of this Agreement:

(1) Title 24, Code of Federal Regulations, "Regulations Relating to Housing and Urban Development."

(2) Public Law 90-284, "1968 Civil Rights Act of 1968";

(3) Public Law 90-448, "Housing and Urban Development Act of 1968";

(4) 42 USCA Chapter 51, "Design and Construction of Public Buildings to Accommodate Physically Handicapped";

(5) Office of Management and Budget Circular No. A-110, "Uniform Administrative Requirements For Grants and Agree-

ments With Institutions Of Higher Education, Hospitals and Other Non Profit Organizations";

(6) Office of Management and Budget Circular No. A-122, "Cost Principles For Non-Profit Organizations";

(7) Office of Management and Budget Circular No. A-102, "Grants and Cooperative Agreements with State and Local Governments";

(8) Office of Management and Budget Circular No. A-87, "Cost Principles for State, Local, and Indian Tribal Governments";

(c) GOLDENRULE 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 and environmental review process. However, GOLDENRULE is not exempt from performing a Phase I environmental or site-specific environmental reviews in accordance with State and local regulations. Nor is GOLDENRULE released from any environmental pollution that it may cause or have caused and GOLDENRULE shall assume full liability therefore.

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

Section 8. Management Assistance.

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

(b) In the event that GOLDENRULE does not complete any of the terms of this Agreement within the time frames allotted herein, COUNTY may provide notices to GOLDENRULE on the sixth month and/or the ninth month after the expiration of the subject time frame advising GOLDENRULE 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. Maintenance of Records.

(a) GOLDENRULE 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 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 GOLDENRULE pursuant to this Agreement;

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

(C) Force account construction including the records indicating GOLDENRULE, 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) GOLDENRULE 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. If GOLDENRULE is receiving more than \$300,000.00 from HUD through the COUNTY pursuant to this Agreement, such auditing procedures shall be undertaken in compliance with Management and Budget Circular A-133 and provided to the CD Administrator in a timely manner.

(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. 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.

(d) GOLDENRULE shall complete and provide to the CD Administrator a monthly report on the Subrecipient Report attached hereto as Exhibit C. Such reports shall be due no later than the fifteenth (15th) 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.

(e) GOLDENRULE shall submit to the COUNTY an End of Project Report attached hereto as Exhibit D.

Section 10. 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

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

Section 11. Subcontracts. All contracts made by GOLDENRULE 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 GOLDENRULE 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 12. Indemnification.

(a) GOLDENRULE 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 GOLDENRULE or whomsoever, resulting out of GOLDENRULE's fraud, defalcation, dishonesty, or failure of GOLDENRULE to comply with applicable laws or regulations; any act or omission of GOLDENRULE 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 GOLDENRULE by registered or certified mail addressed to GOLDENRULE at the address provided hereinafter. Upon receiving such notice, GOLDENRULE, 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 GOLDENRULE's defense of any such action, suit or proceeding.

Section 13. Insurance. GOLDENRULE 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 14. Non-Assignability. Neither party shall assign the Agreement without the prior written consent of the other in a document of equal dignity herewith.

Section 15. 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 16. Income.

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

(b) If any income is received by GOLDENRULE as a direct result of the investment of any COUNTY funds awarded under this Agreement after expiration of the term of this Agreement, such income shall be used by GOLDENRULE to provide services to the clients of GOLDENRULE of a nature similar to the uses set forth herein.

Section 17. Non-Expendable Property. Any non-expendable personal property acquired by GOLDENRULE 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 18. Reversion of Assets. Upon expiration of this Agreement, GOLDENRULE 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 GOLDENRULE and acquired or improved in whole, or in part, with HUD funds in excess of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) shall be governed by 24 CFR Sections 570.505 and 570.503.

Section 19. 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 20. Breach. Any failure to comply with the Scope of Services or other terms of this Agreement shall constitute a breach of this Agreement.

Section 21. 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 GOLDENRULE 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 toward the COUNTY'S trust fund;

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

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

Section 22. Certification Regarding Lobbying. GOLDENRULE 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, GOLDENRULE 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, GOLDENRULE 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 23. 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 GOLDENRULE:

Executive Director
417 East 2nd Street
Sanford, Florida 32771

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

Section 24. Conflict of Interest.

(a) GOLDENRULE agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to the Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, Title 24 or the Code of

Federal Regulations, Part 84 or 85 or any other local, State or federal regulations.

(b) GOLDENRULE 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 GOLDENRULE, and that no such person shall have any such interest at any time during the term of the Agreement.

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

Section 26. 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:

GOLDENRULE HOUSING & COMMUNITY
DEVELOPMENT CORPORATION

By: Rex Julia Jones
Print Name: Rex Julia Jones
Its: Vice President

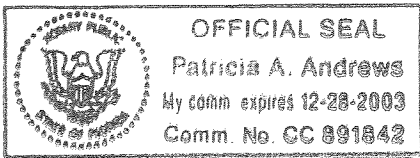
By: Rhonda B. Flagler
Print Name: Rhonda B. Flagler
Its: Secretary

CORPORATE SEAL

Date: September 11, 2003

STATE OF Florida)
COUNTY OF Seminole)

I HEREBY CERTIFY that, on this 11 day of Sept, 2003, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Rhonda Flagler, as Secretary and Julia Jones, as Vice President, of GOLDENRULE HOUSING AND COMMUNITY DEVELOPMENT CORPORATION, a nonprofit corporation organized under the laws of the State of Florida, who are personally known to me or who have produced _____ as identification. They have acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.



Patricia A. Andrews
Print Name: PATRICIA A. Andrews
Notary Public in and for the County
and State Aforementioned
My commission expires: 12/23/03

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution by
the Board of County Commis-
sioners at their _____,
20____, regular meeting.

County Attorney

9/4/03

Attachments:

1. Exhibit A - Scope of Services
2. Exhibit B - Project Budget
3. Exhibit C - Subrecipient Report
4. Exhibit D - End of Project Report
5. Exhibit E - End of Year Report

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EXHIBIT A

SCOPE OF SERVICES

GENERALLY:

GOLDENRULE shall renovate the first floor restroom at the Facility by removal of architectural barriers and other construction work to render the restroom handicap accessible. Such work shall include the preparation of construction design specifications and construction cost estimates, as well as the actual construction work. GOLDENRULE shall use the bidding process to select a vendor to prepare the design specifications and cost estimates. GOLDENRULE shall also use the bidding process to select a contractor to implement the design specifications.

SPECIFIC OBLIGATIONS:

1. GOLDENRULE shall prepare all documents required for bidding in accordance with legal requirements. The selected vendor for the preparation of construction design specifications and cost estimates shall be ineligible to bid for the construction contract. The documents shall be submitted to the COUNTY for review and approval prior to commencement of the bidding process.

2. GOLDENRULE shall advertise for bids and provide bidding vendors and contractors a specific response period in accordance with legal requirements.

3. Following the close of the bidding periods, the COUNTY and GOLDENRULE shall jointly review the bids received and the bidder qualifications. GOLDENRULE shall select, upon COUNTY approval, the vendor to be awarded the contract for design and

cost estimate preparation; and the contractor to be awarded the contract for construction work. GOLDENRULE shall prepare and negotiate a contract with the selected vendor and contractor and make the appropriate bids and contract awards. Said vendor and contractor must be licensed and insured in accordance with State and local regulations.

4. GOLDENRULE and the COUNTY shall hold a pre-construction conference with the vendor, contractor, subcontractors, private utilities representatives, city representatives and other appropriate persons for the purpose of:

- (a) Identifying the GOLDENRULE project manager;
- (b) Identifying the contractor's project manager;
- (c) Identifying the field monitors;
- (d) Discussing the plans and specifications;
- (e) Discussing construction procedures and scheduling;
- (f) Answering any questions prior to construction; and
- (g) Discussing Federal requirements and regulations.

5. GOLDENRULE shall monitor and inspect all construction activities to ensure compliance with this Agreement.

6. GOLDENRULE shall secure any necessary permits or certificates.

7. The GOLDENRULE project manager shall be the liaison to the COUNTY and responsible for responding to all requests by the COUNTY.

EXHIBIT B
PROJECT BUDGET

Activity	Budget
Reimbursement for construction activities to render the first floor restroom of the Facility handicap accessible:	\$12,000.00

EXHIBIT C

REQUEST FOR PAYMENT

Subrecipient: GOLDENRULE HOUSING & COMMUNITY DEVELOPMENT CORP.

Title of Activity/Project: _____

Vendor Mailing Address: _____

Vendor Contact Person: _____

Vendor Telephone Number: _____

Payment Request No: _____

Subrecipient Agreement Amount	% of Work Completed To Date	To Date Amount Previously Billed	This Invoice Billed
\$12,000.00			
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 GOLDENRULE HOUSING & COMMUNITY DEVELOPMENT CORPORATION
 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
END OF YEAR REPORT

NAME OF ORGANIZATION: GOLDENRULE HOUSING & COMMUNITY DEVELOPMENT
CORPORATION

Fiscal year: _____

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 Headed Household

Any other special accomplishments:

Signed: _____

**SEMINOLE COUNTY/RESCUE OUTREACH MISSION OF SANFORD, INC.
HUD CDBG SUBRECIPIENT AGREEMENT
PROGRAM YEAR 2003-2004**

THIS AGREEMENT, entered into this _____ day of _____, 2003, 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 **RESCUE OUTREACH MISSION OF SANFORD, INC.**, a Florida non-profit corporation, whose mailing address is 1701 West 13th Street, Sanford, Florida 32771, hereinafter referred to as "OUTREACH".

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 regulations set forth in Title 24 Code of Federal Regulations (CFR) Section 570; and

WHEREAS, OUTREACH shall prepare construction plans, construction cost estimates and bid documents for a projected enlargement of the Men's dormitory facility at Rescue Outreach Mission, to include expansion of its bathrooms, kitchen, pantry and laundry room; and

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

WHEREAS, the COUNTY has allocated TWENTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$25,000.00) of HUD Community Development Block Grant ("CDBG") funds for these community development activities provided by OUTREACH; 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) "Affordability Period" means the length of time for which the subject properties must comply with HUD regulations.

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

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

(d) "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.

(e) "Planning Department" means the COUNTY'S Planning and Development Department Director or his designee for the Community Development Office.

(f) "Vendor" shall include, but not be limited to, architects and engineers.

(g) "Very low income" means gross household income not to exceed fifty percent (50%) of the median family income within the

Orlando Metropolitan Statistical Area during the term of this Agreement.

Section 3. Statement of Work. OUTREACH, 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 OUTREACH.

Section 4. Term. This Agreement shall be effective upon its execution by all parties. OUTREACH shall complete all services required by this Agreement on or before September 30, 2004. This Agreement shall terminate on September 30, 2004. OUTREACH shall complete all services required by this Agreement in accordance with the following schedule:

Prior to October 31, 2003	Meet with County Project Manager to review terms of Agreement;
Prior to March 1, 2004	Fifty percent (50%) completion of architectural and construction drawings submitted to COUNTY for review;
Prior to May 31, 2004	One hundred percent (100%) completion of architectural and construction drawings submitted to COUNTY for review;

Prior to June 30, 2004

One hundred percent (100%) cost estimates and construction specifications submitted to the COUNTY;

Prior to August 16, 2004

Complete and submit bid package to the COUNTY;

Section 5. Payments.

(a) The COUNTY shall reimburse OUTREACH for funds paid to the contractors, subcontractors and vendors selected by OUTREACH to provide services under this Agreement in accordance with the Project Budget, attached hereto as Exhibit B and incorporated herein by reference.

(b) The COUNTY has allocated TWENTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$25,000.00) of HUD funds for completion of this Agreement. The COUNTY will pay/reimburse OUTREACH for the services rendered under this Agreement up to TWENTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$25,000.00). In the event that OUTREACH does not require the full amount of TWENTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$25,000.00), as reflected in the bids received and reviewed by both parties to this Agreement, the CD Administrator reserves the right to reallocate such funds to other HUD projects.

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

(d) In order to process payment requests, OUTREACH shall submit to the COUNTY an original invoice signed by the entity

requesting payment and OUTREACH's Administrative Director. 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 reimbursement to the OUTREACH. 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 OUTREACH, its vendors, contractors and subcontractors 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) Reimbursement for vendors employed for the preparation of construction plans, construction cost estimates, construction specifications and bid documents shall be paid in two increments. The first reimbursement for these services shall be rendered within thirty (30) days of demonstration, satisfactory to the COUNTY, that fifty percent (50%) of these documents have been prepared. The second reimbursement for these services shall be rendered within thirty (30) days of submission of all of the above-described completed documents in a form satisfactory to the COUNTY.

(g) On or before September 30, 2004, OUTREACH 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 OUTREACH not properly invoiced and received by the COUNTY by September 30, 2004.

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

(i) OUTREACH shall not be reimbursed for any acquisition, purchase, donation or receipt of any interest in real property or benefits by a real property owner of any real property unless OUTREACH has first received written authorization from the CD Administrator. The acquisition, purchase, donation or receipt of any interest in real property or benefits by a real property owner of any real property by OUTREACH shall automatically terminate this Agreement.

Section 6. Compliance With Federal Regulations.

(a) OUTREACH shall comply with all federal, State and local laws and regulations in its performance of this Agreement. It is understood that the following are laws and regulations which will directly govern implementation of this Agreement:

(1) Title 24, Code of Federal Regulations, "Regulations Relating to Housing and Urban Development."

(2) Public Law 90-284, "1968 Civil Rights Act of 1968";

(3) Public Law 90-448, "Housing and Urban Development Act of 1968";

(4) 42 USCA Chapter 51, "Design and Construction of Public Buildings to Accommodate Physically Handicapped";

(5) Office of Management and Budget Circular No. A-110, "Uniform Administrative Requirements For Grants and Agreements With Institutions Of Higher Education, Hospitals and Other Non Profit Organizations";

(6) Office of Management and Budget Circular No. A-122, "Cost Principles For Non-Profit Organizations";

(7) Office of Management and Budget Circular No. A-102, "Grants and Cooperative Agreements with State and Local Governments";

(8) Office of Management and Budget Circular No. A-87, "Cost Principles for State, Local, and Indian Tribal Governments";

(c) OUTREACH 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 and environmental review process. However, OUTREACH is not exempt from performing a Phase I environmental or site-specific environmental reviews in accordance with State and local regulations. Nor is OUTREACH released from any environmental pollution that it may cause or have caused and OUTREACH shall assume full liability therefore.

Section 7. Project Publicity. Any news release, project sign, or other type of publicity pertaining to the project, described herein shall recognize the Seminole County Board of

County Commissioners as the recipient of funding by HUD and providing funds to OUTREACH.

Section 8. Management Assistance.

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

(b) In the event that OUTREACH does not complete any of the terms of this Agreement within the time frames allotted herein, COUNTY may provide notices to OUTREACH on the sixth month and/or the ninth month after the expiration of the subject time frame advising OUTREACH 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. Maintenance of Records.

(a) OUTREACH 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 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 OUTREACH pursuant to this Agreement;

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

(C) Force account construction including the records indicating OUTREACH, 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) OUTREACH 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. If OUTREACH is receiving more than \$300,000.00 from HUD through the COUNTY pursuant to this Agreement, such auditing procedures shall be undertaken in compliance with Management and Budget Circular A-133 and provided to the CD Administrator in a timely manner.

(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. 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.

(d) OUTREACH shall complete and provide to the CD Administrator a monthly report on the Subrecipient Report attached hereto as Exhibit C. Such reports shall be due no later than the fifteenth (15th) 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.

(e) OUTREACH shall submit to the COUNTY an End of Project Report attached hereto as Exhibit D.

Section 10. 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 OUTREACH has agreed to perform hereunder, or for debts or claims accruing to such parties against OUTREACH. 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 OUTREACH as a result of this Agreement, including the contractors, subcontractors and vendors who may from time-to-time be employed by OUTREACH.

Section 11. Subcontracts. All contracts made by OUTREACH 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 OUTREACH 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 12. Indemnification.

(a) OUTREACH 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 OUTREACH or whomsoever, resulting out of OUTREACH's fraud, defalcation, dishonesty, or failure of OUTREACH to comply with applicable laws or regulations; any act or omission of OUTREACH 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 OUTREACH by registered or certified mail addressed to OUTREACH at the address provided hereinafter. Upon receiving such notice, OUTREACH, 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 OUTREACH's defense of any such action, suit or proceeding.

Section 13. Insurance. OUTREACH 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 14. Non-Assignability. Neither party shall assign the Agreement without the prior written consent of the other in a document of equal dignity herewith.

Section 15. 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 16. Income.

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

(b) If any income is received by OUTREACH as a direct result of the investment of any COUNTY funds awarded under this Agreement after expiration of the term of this Agreement, such income shall be used by OUTREACH to provide services to the clients of OUTREACH of a nature similar to the uses set forth herein.

Section 17. Non-Expendable Property. Any non-expendable personal property acquired by OUTREACH 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 18. Reversion of Assets. Upon expiration of this Agreement, OUTREACH 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 OUTREACH and acquired or improved in whole, or in part, with HUD funds in excess of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) shall be governed by 24 CFR Sections 570.505 and 570.503.

Section 19. 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 20. Breach. Any failure to comply with the Scope of Services or other terms of this Agreement shall constitute a breach of this Agreement.

Section 21. 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 OUTREACH 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 toward the COUNTY'S trust fund;

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

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

Section 22. Certification Regarding Lobbying. OUTREACH 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, OUTREACH 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, OUTREACH 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 23. 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 OUTREACH:

Administrative Director
1701 West 13th Street
Sanford, Florida 32771

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

Section 24. Conflict of Interest.

(a) OUTREACH agrees that it will not engage in any action that would create a conflict of interest in the performance of its

obligations pursuant to the Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, Title 24 or the Code of Federal Regulations, Part 84 or 85 or any other local, State or federal regulations.

(b) OUTREACH 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 OUTREACH, and that no such person shall have any such interest at any time during the term of the Agreement.

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

Section 26. 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:

RESCUE OUTREACH MISSION OF SANFORD, INC.

By: Scott Plakton Nelson
Its: Secretary

By: Oscar Redden
Its: Chairman

Date: _____

STATE OF FLORIDA)

COUNTY OF _____)

I HEREBY CERTIFY that, on this ____ day of _____, 2003, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____, as _____ and _____, as _____, of RESCUE OUTREACH MISSION OF SANFORD, INC., a non-profit Florida corporation organized under the laws of the State of Florida, who are personally known to me or who have produced _____, _____ as identification.

They have acknowledged before me that they executed the foregoing instrument as such officers in the name 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
My commission expires: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution by
the Board of County Commis-
sioners at their _____,
2003, regular meeting.

County Attorney

9/3/03

Attachments:

1. Exhibit A - Scope of Services
2. Exhibit B - Project Budget
3. Exhibit C - Subrecipient Report
4. Exhibit D - End of Project Report
5. Exhibit E - End of Year Report

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EXHIBIT A

SCOPE OF SERVICES

GENERALLY:

OUTREACH shall employ a licensed architectural firm to prepare the architectural plans, cost estimates, construction specifications and bid documents for its proposed expansion of the Men's dormitory at the Rescue Outreach Mission located at 1701 W. 13th Street Sanford, Florida 32771. Such enlargement shall include expansion of the living/sleeping quarters, bathrooms, kitchen, pantry and laundry room.

SPECIFIC OBLIGATIONS:

1. OUTREACH shall prepare all documents required for bidding this project in accordance with legal requirements. The documents shall be submitted to the COUNTY for review and approval prior to commencement of the bidding process.
2. OUTREACH shall advertise for bids and provide bidding architectural firms a specific response period in accordance with legal requirements.
3. Following the close of the bidding period, the COUNTY and OUTREACH shall jointly review the bids received and architect qualifications. OUTREACH shall select, upon COUNTY approval, the architect to be awarded the document preparation. OUTREACH shall prepare and negotiate a contract with the selected architect and make an appropriate bid and contract award.

4. OUTREACH and the COUNTY shall hold a pre-construction conference with the architect and other appropriate persons for the purpose of:

- (a) Identifying the OUTREACH project manager;
- (b) Identifying the architect's project manager;
- (c) Identifying the field monitors;
- (d) Discussing the plans and specifications;
- (e) Discussing construction procedures and scheduling;
- (f) Answering any questions prior to construction; and
- (g) Discussing Federal requirements and regulations.

5. OUTREACH shall monitor and inspect all project activities to ensure compliance with this Agreement.

6. OUTREACH shall secure any necessary permits or certificates.

7. The OUTREACH project manager shall be the liaison to the COUNTY and responsible for responding to all requests by the COUNTY.

EXHIBIT B
PROJECT BUDGET

Activity	Budget
Reimbursement for development of architectural plans, construction costs, construction specifications and bid packet regarding the enlargement of the Rescue Outreach Mission Men's dormitory:	\$25,000.00

EXHIBIT C

REQUEST FOR PAYMENT

Subrecipient: RESCUE OUTREACH MISSION OF SANFORD, INC.

Title of Activity/Project: _____

Vendor Mailing Address: _____

Vendor Contact Person: _____

Vendor Telephone Number: _____

Payment Request No: _____

Subrecipient Agreement Amount	% of Work Completed To Date	To Date Amount Previously Billed	This Invoice Billed
\$25,000.00			
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 RESCUE OUTREACH MISSION OF SANFORD, 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
END OF YEAR REPORT

Outreach Of Organization: RESCUE OUTREACH MISSION OF SANFORD, INC.

Fiscal year: _____

Type of service provided: _____

Total number of people served: _____

Total number of groups/sessions performed: _____

No. of House- hold/ Persons Assisted	Low and Moder- ate Income	Ameri- can Indian or Alaska Native	Asian	Black or African Ameri- can	Native Hawaiian or Other Pacific Islander	White	His- panic or Latino	Not His- panic or Latino	Female Headed House- hold

Any other special accomplishments:

Signed: _____

SEMINOLE COUNTY/RESCUE OUTREACH MISSION OF SANFORD, INC.
HUD ESG SUBRECIPIENT AGREEMENT
PROGRAM YEAR 2003-2004

THIS AGREEMENT, entered into this _____ day of _____, 2003, 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 RESCUE OUTREACH MISSION OF SANFORD, INC., a Florida non-profit corporation, whose mailing address is 1701 West 13th Street, Sanford, Florida 32771, hereinafter referred to as "RESCUE".

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 regulations set forth in Title 24 Code of Federal Regulations (CFR) Section 570; and

WHEREAS, RESCUE shall operate an emergency shelter for homeless citizens; and

WHEREAS, the COUNTY has deemed that such shelter will serve a COUNTY purpose; and

WHEREAS, the COUNTY has allocated THIRTY-TWO THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$32,200.00) of HUD Emergency Shelter Grant ("ESG") funds for this community development activity; and

WHEREAS, RESCUE has agreed to financially leverage certain funds provided by HUD through the COUNTY pursuant to this Agreement,

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) "Affordability Period" means the length of time for which the subject properties must comply with HUD regulations.

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

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

(d) "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.

(e) "Planning Department" means the COUNTY'S Planning and Development Department Director or his designee for the Community Development Office.

(f) "Very low income" means gross household income not to exceed fifty percent (50%) of the median family income within the Orlando Metropolitan Statistical Area during the term of this Agreement.

Section 3. Statement of Work. RESCUE, 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 RESCUE.

Section 4. Term. This Agreement shall be effective upon its execution by all parties. RESCUE shall complete all services required by this Agreement on or before September 30, 2004. This Agreement shall terminate on September 30, 2004. RESCUE shall complete all services required by this Agreement in accordance with the following schedule:

Prior to October 31, 2003	Meet with County Project Manager to review terms of this Agreement;
Prior to January 30, 2004	Expend at least twenty-five percent (25%) of the Agreement funds;
Prior to April 30, 2004	Expend at least fifty percent (50%) of the Agreement funds;
Prior to July 30, 2004	Expend at least seventy-five percent (75%) of the Agreement funds;
Prior to September 30, 2004	Expend one hundred percent (100%) of the Agreement funds.

Section 5. Payments.

(a) The COUNTY shall reimburse RESCUE for funds paid to the contractors, subcontractors and vendors selected by RESCUE to provide services under this Agreement in accordance with the Project Budget, attached hereto as Exhibit B and incorporated herein by reference.

(b) The COUNTY has allocated THIRTY-TWO THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$32,200.00) of HUD funds for completion of this Agreement. The COUNTY will reimburse RESCUE for the services rendered under this Agreement up to THIRTY-TWO THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$32,200.00). In the event that RESCUE does not require the full amount of THIRTY-TWO THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$32,200.00), as reflected in the bids received and reviewed by both parties to this Agreement, the CD Administrator reserves the right to reallocate such funds to other HUD projects.

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

(d) In order to process payment requests, RESCUE shall submit to the COUNTY an original invoice signed by the entity requesting payment and RESCUE'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 reimbursement to RESCUE. 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 RESCUE, its vendors, contractors and subcontractors 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 September 30, 2004, RESCUE 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 RESCUE not properly invoiced and received by the COUNTY by September 30, 2004.

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

(h) RESCUE shall use the funds provided under this Agreement to leverage funds and services for the completion of the services described herein. RESCUE must demonstrate dollar per dollar matching of the HUD funds distributed by the COUNTY which may be in the form of dollars or, if pre-approved in writing by the CD Administrator, professional services or in-kind services.

Prior to final payment by the COUNTY, RESCUE shall provide appropriate documentation to demonstrate that sufficient funds and or services have been leveraged.

(i) RESCUE shall not be reimbursed for any acquisition, purchase, donation or receipt of any interest in real property or benefits by a real property owner of any real property unless RESCUE has first received written authorization from the CD Administrator. The acquisition, purchase, donation or receipt of any interest in real property or benefits by a real property owner of any real property by RESCUE shall automatically terminate this Agreement.

Section 6. Compliance With Federal Regulations.

(a) RESCUE shall comply with all federal, State and local laws and regulations in its performance of this Agreement. It is understood that the following are laws and regulations which will directly govern implementation of this Agreement:

(1) Title 24, Code of Federal Regulations, "Regulations Relating to Housing and Urban Development."

(2) Public Law 90-284, "1968 Civil Rights Act of 1968";

(3) Public Law 90-448, "Housing and Urban Development Act of 1968";

(4) 42 USCA Chapter 51, "Design and Construction of Public Buildings to Accommodate Physically Handicapped";

(5) Office of Management and Budget Circular No. A-110, "Uniform Administrative Requirements For Grants and Agree-

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(7) Office of Management and Budget Circular No. A-102, “Grants and Cooperative Agreements with State and Local Governments”;

(8) Office of Management and Budget Circular No. A-87, “Cost Principles for State, Local, and Indian Tribal Governments”;

(c) RESCUE 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 and environmental review process. However, RESCUE is not exempt from performing a Phase I environmental or site-specific environmental reviews in accordance with State and local regulations. Nor is RESCUE released from any environmental pollution that it may cause or have caused and RESCUE shall assume full liability therefore.

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

Section 8. Management Assistance.

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

(b) In the event that RESCUE does not complete any of the terms of this Agreement within the time frames allotted herein, COUNTY may provide notices to RESCUE on the sixth month and/or the ninth month after the expiration of the subject time frame advising RESCUE 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. Maintenance of Records.

(a) RESCUE 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 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 RESCUE pursuant to this Agreement;

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

(C) Force account construction including the records indicating RESCUE, 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) RESCUE 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. If RESCUE is receiving more than \$300,000.00 from HUD through the COUNTY pursuant to this Agreement, such auditing procedures shall be undertaken in compliance with Management and Budget Circular A-133 and provided to the CD Administrator in a timely manner.

(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. 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.

(d) RESCUE shall complete and provide to the CD Administrator a monthly report on the Subrecipient Report attached hereto as Exhibit C. Such reports shall be due no later than the fifteenth (15th) 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.

(e) RESCUE shall submit to the COUNTY an End of Project Report attached hereto as Exhibit D.

Section 10. 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 RESCUE

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

Section 11. Subcontracts. All contracts made by RESCUE 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 RESCUE 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 12. Indemnification.

(a) RESCUE 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 RESCUE or whomsoever, resulting out of RESCUE'S fraud, defalcation, dishonesty, or failure of RESCUE to comply with applicable laws or regulations; any act or omission of RESCUE 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 RESCUE by registered or certified mail addressed to RESCUE at the address provided hereinafter. Upon receiving such notice, RESCUE, 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 RESCUE'S defense of any such action, suit or proceeding.

Section 13. Insurance. RESCUE 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 14. Non-Assignability. Neither party shall assign the Agreement without the prior written consent of the other in a document of equal dignity herewith.

Section 15. 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 16. Income.

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

(b) If any income is received by RESCUE as a direct result of the investment of any COUNTY funds awarded under this Agreement after expiration of the term of this Agreement, such income shall be used by RESCUE to provide services to the clients of RESCUE of a nature similar to the uses set forth herein.

Section 17. Non-Expendable Property. Any non-expendable personal property acquired by RESCUE 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 18. Reversion of Assets. Upon expiration of this Agreement, RESCUE 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 RESCUE and acquired or improved in whole, or in part, with HUD funds in

excess of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) shall be governed by 24 CFR Sections 570.505 and 570.503.

Section 19. 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 20. Breach. Any failure to comply with the Scope of Services or other terms of this Agreement shall constitute a breach of this Agreement.

Section 21. 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 RESCUE 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 toward the COUNTY'S trust fund;

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

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

Section 22. Certification Regarding Lobbying. RESCUE 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, RESCUE 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, RESCUE 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 23. 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 RESCUE:

Administrative Director
Rescue Outreach Mission
1701 West 13th Street
Sanford, Florida 32771

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

Section 24. Conflict of Interest.

(a) RESCUE agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to the Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, Title 24 or the Code of Federal Regulations, Part 84 or 85 or any other local, State or federal regulations.

(b) RESCUE 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 RESCUE, and that no such person shall have any such interest at any time during the term of the Agreement.

Section 25. Entire Agreement, Effect on Prior Agreement.

This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings and agreements, if any, between the parties relating to the subject matter of this Agreement.

Section 26. 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.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution by
the Board of County Commis-
sioners at their _____,
2003, regular meeting.

County Attorney

9/5/03

Attachments:

1. Exhibit A - Scope of Services
2. Exhibit B - Project Budget
3. Exhibit C - Subrecipient Report
4. Exhibit D - End of Project Report
5. Exhibit E - End of Year Report

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EXHIBIT A

SCOPE OF SERVICES

GENERALLY:

RESCUE shall operate Rescue Outreach Mission, an emergency shelter facility for homeless residents of Seminole County. RESCUE shall provide lodging, food and sanitary facilities to such homeless persons. RESCUE shall use the funds allotted by this Agreement to fund operating costs of the shelter. Such costs may include, and are limited to, the following:

- 1) Electricity,
- 2) Natural gas,
- 3) Water,
- 4) Insurance,
- 5) Telephone service, and
- 6) Salaries of Shelter Aids.

The amount of Agreement funds which may be allotted to each of the above-listed expenses is set forth in Exhibit B.

EXHIBIT B

PROJECT BUDGET

Reimbursement for the following:

OPERATING EXPENSES	ESG FUNDS	MATCHING FUNDS
Florida Power & Light	\$ 8,910.00	\$ 8,910.00
Florida Public Utilities (Gas)	3,000.00	3,000.00
City of Sanford (Water)	6,000.00	6,000.00
Insurance	10,000.00	10,000.00
Telephone	1,000.00	1,000.00
Shelter Aide (Salary)	3,290.00	3,290.00
TOTAL	\$32,200.00	\$32,200.00

RESCUE may transfer funds among the above-listed expenses to cover any over expenditures or under expenditures; except for funds allotted to the salaries of Shelter Aides which may not exceed \$3,290.00.

EXHIBIT C

REQUEST FOR PAYMENT

Subrecipient: RESCUE OUTREACH MISSION OF SANFORD, INC.

Title of Activity/Project: _____

Vendor Mailing Address: _____

Vendor Contact Person: _____

Vendor Telephone Number: _____

Payment Request No: _____

Operating Expense	Operating Expense Budgeted Amount	ESG Reimbursement Amount this Request	Source of Match Toward this Reimbursement Request	Amount of Match Used Toward This Payment	ESG Funds Paid To Date	Remaining ESG Balance Toward this Operating Expense
Florida Power & Light	8,910.00					
Florida Public Utilities	3,000.00					
City of Sanford	6,000.00					
Insurance	10,000.00					
Telephone	1,000.00					
Shelter Aide (Salary)	3,290.00					
TOTAL	32,200.00					

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 RESCUE OUTREACH MISSION OF SANFORD, 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
END OF YEAR REPORT

RESCUE OF ORGANIZATION: RESCUE OUTREACH MISSION OF SANFORD, INC.

Fiscal year: _____

Type of service provided: _____

Total number of people served: _____

Total number of groups/sessions performed: _____

No. of House-hold/ 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 Headed Household

Any other special accomplishments:

Signed: _____