

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Seminole County/Rescue Outreach Mission of Sanford, Inc. HUD/CDBG Subrecipient Agreement Program Year 2005-2006

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

AUTHORIZED BY: Dan Matthys  **CONTACT:** Robert Heenan  **EXT.** 7380

Agenda Date: <u>11/15/2005</u> Regular <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Work Session <input type="checkbox"/> Briefing <input type="checkbox"/> Public Hearing – 1:30 <input type="checkbox"/> Public Hearing – 7:00 <input type="checkbox"/>

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Seminole County/Rescue Outreach Mission of Sanford, Inc. HUD/CDBG Subrecipient Agreement, Program Year 2005-2006.

(County-wide)

BACKGROUND:

On August 9, 2005, the Board of County Commissioners (Board) approved the submission of the Five-Year 2005-2009 Consolidated Plan and the One-Year 2005-2006 Action Plan (Plans) to the US Department of Housing and Urban Development (HUD). HUD has approved the Plans.

In the 2005-2006 One-Year Action Plan, the Board approved Community Development Block Grant funding in the amount of \$400,000.00 to the Rescue Outreach Mission of Sanford, Inc. for improvements to the men's homeless shelter. The improvements will assist in providing assistance and dormitory services to homeless men. Improvements include a building addition of approximately 1,435 square feet, renovations of approximately 5,693 square feet and required site work. Rescue Outreach Mission of Sanford, Inc. will provide the equivalent of \$200,000.00 in goods and services to leverage the awarded grant funds.

Staff Recommendation:

Staff recommends the Board approve and authorize the Chairman to execute the attached Subrecipient Agreement.

Attachment: Seminole County/Rescue Outreach Mission of Sanford, Inc. HUD/CDBG Subrecipient Agreement, Program Year 2005-2006

Reviewed by:  Co Atty: _____ DFS: _____ Other:  _____ DCM:  _____ CM:  _____ File No. <u>cpdc07</u>

SEMINOLE COUNTY/RESCUE OUTREACH MISSION OF SANFORD, INC.
HUD/CDBG SUBRECIPIENT AGREEMENT
PROGRAM YEAR 2005-2006

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY" and RESCUE OUTREACH MISSION OF SANFORD, INC., a Florida non profit corporation, whose mailing address is P.O. Box 412, Sanford, Florida 32772-0412, hereinafter referred to as "MISSION".

WHEREAS, COUNTY has made application effective October 1, 2005, and entered into a contract with the United States Department of Housing and Urban Development, hereinafter referred to as "HUD," pursuant to Title I, Housing and Community Development Act of 1974, as amended, and implementing regulations set forth in Title 24 Code of Federal Regulations (CFR) Part 570; and

WHEREAS, pursuant to the HUD application, the COUNTY shall undertake certain activities to develop a viable community, including but not limited to, a suitable living environment and improved quality of life, principally for persons of low and moderate income, as described in the CDBG Program application; and

WHEREAS, MISSION shall provide professional construction services for the addition to and renovation of its Men's Shelter located at 1301 W. 13th Street, Sanford, Florida to include approximately 1,435 square feet of new building area and renovation of approximately 5,693 square feet of existing building area and related site work to provide shelter

assistance and dormitory services to homeless men in Seminole County;
and

WHEREAS, COUNTY has determined that such services constitute a
needed public purpose; and

WHEREAS, the COUNTY has allocated an additional FOUR HUNDRED
THOUSAND AND NO/100 DOLLARS (\$400,000.00) of HUD/CDBG funds for MISSION's
shelter addition/renovation in the 2005-2006 Program Year,

NOW, THEREFORE, in consideration of the mutual covenants, promises
and representations contained herein and other good and valuable
consideration, the receipt and sufficiency of which is hereby
acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and form a
material part of the Agreement upon which the parties have relied.

Section 2. Definitions.

(a) "CD Administrator" means the Seminole County Community
Resources Division Manager.

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

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

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

(e) "Low and Moderate Income" means gross household income not to
exceed eighty percent (80%) of the median family income within the
Orlando Metropolitan Statistical Area during the term of this Agreement.

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

(g) "Project" means the construction of an addition of approximately 1,435 square feet and renovation to approximately 5,693 square feet of the existing building and related site work to provide ten (10) extra shelter dormitory beds and shelter assistance for homeless men in Seminole County.

Section 3. Statement of Work.

(a) MISSION, in a manner satisfactory to the COUNTY, shall perform all services described or referred to in Exhibit A, Scope of Services, attached hereto and incorporated herein by reference. Such services shall be performed, except as otherwise specifically stated herein, by persons or instrumentalities solely under the dominion and control of MISSION.

(b) The parties recognize and agree that the purpose of this Agreement is to provide HUD/CDBG funding through COUNTY for direct payment to vendors, contractors, and subcontractors on behalf of MISSION for the Project. The parties further recognize that this Agreement is directly related to the implementation of the CDBG Program. Where service expenses are authorized by the COUNTY as set forth in the Project Budget, attached hereto and incorporated herein as Exhibit B, those expenses shall be specifically itemized by the hours or dollars expended or as otherwise required by applicable laws, rules, and regulations. All hours charged by staff, vendors, contractors, and subcontractors and direct expenses shall be specifically and directly related to MISSION's

implementation of the CDBG activity funded under this Agreement and for no other purpose.

Section 4. Term. On behalf of MISSION, the COUNTY shall directly pay all vendors, contractors, and subcontractors for the services described in Exhibit A up to the limits set forth in Section 5. All such services shall be performed by MISSION or persons under its direct control in accordance with applicable requirements of HUD with reimbursement contingent thereupon. MISSION shall perform and complete all Project services described in Exhibit A by no later than December 31, 2006, unless the Agreement is otherwise amended or extended by written agreement of the parties as provided hereunder. This Agreement shall remain in full force and effect from the date of execution through December 31, 2031, during which time the facilities comprising the Project shall only be used for the provision of shelter assistance and dormitory beds for homeless men in Seminole County.

Section 5. Payments.

(a) The COUNTY shall directly pay the contractors, subcontractors, and vendors selected by MISSION to provide services under this Agreement in accordance with the Project Budget, attached hereto as Exhibit B and incorporated herein by reference. Requests for payment must be submitted on the form attached hereto as Exhibit C, along with other required documentation.

(b) The COUNTY has allocated FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$400,000.00) of HUD funds for completion of this Agreement. The COUNTY will directly pay for the services rendered under this Agreement up to FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$400,000.00). In the

event that the Project does not require the full amount of FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$400,000.00), as reflected in the bids received and reviewed by both parties to this Agreement, the CD Administrator reserves the right to reallocate any such remaining, excess, unencumbered, or unused funds to other COUNTY HUD funded projects.

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

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

(e) Upon receipt of the documentation listed above, the COUNTY shall initiate direct payment to the appropriate vendor. 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 MISSION, 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 December 31, 2006, MISSION 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 MISSION not properly invoiced, received by and provided to the COUNTY by said date.

(g) Any goods, capital equipment, or services not identified herein or in Exhibit A 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, capital equipment, or services.

(h) MISSION shall not be funded for any acquisition, purchase, donation, or receipt of any interest in real property or benefits derived from an owner of any real property unless MISSION has first received written authorization from the CD Administrator. Any such activities utilizing funds derived under this Agreement without COUNTY approval is strictly prohibited and may result in termination of this Agreement. Additionally, any such activity undertaken by MISSION shall fully comply with the Uniform Administrative Requirement specified in Section 6(b)(vii) of this Agreement.

(i) MISSION shall be responsible for leveraging the CDBG funds received pursuant to this Agreement. Such leveraging shall be in the form of money and/or services in kind in the combined amount of TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00). MISSION shall provide COUNTY with sufficient documentation that funds and services have been leveraged in an amount at least equal to said amount before awarding of any construction contract(s). MISSION's failure to obtain

such leveraged funding shall relieve the COUNTY of any responsibility for contribution of CDBG funds for Project costs and services and, at the option of the COUNTY, may result in unilateral termination of this Agreement.

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

(a) **Uniform Administrative Requirements:** 24 CFR, section 570.610 imposing uniform administrative requirements and cost principles on recipients and subrecipients, including particularly as contained in 24 CFR Parts 84 "Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations"; 24 CFR 570.610 "Uniform Administrative Requirements and Cost Principles" to include particular compliance with the following Office of Management and Budget Circulars:

(1) A-110 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education);

(2) A-122 (Cost Principles for non-Profit Organizations);
and

(3) A-133 (Audits of State and Local Governments and Non-Profit Organizations) if MISSION receives more than \$500,000 of Federal moneys from all sources.

(b) *Other Federal Program Requirements:* MISSION shall also comply with the remaining regulations in 24 CFR 570, Subpart K (§§ 570.600-570.614, both inclusive). Said regulations shall include the following sections:

(i) 570.600 - Decrees that the Secretary of HUD will apply the provisions of Subpart K as being applicable to all grants made under the CDBG program.

(ii) 570.601 - Requires adherence to Public Law 88-352, ("1964 Civil Rights Law"), Public Law 90-284 ("1968 Civil Rights Act of 1968"), and Executive Order 11063 ("Equal Opportunity in Housing");

(iii) 570.602 - Prohibits discrimination on the basis of race, sex or age for activities under the program;

(iv) 570.603 - Requires adherence to the labor standards embodied in the Davis-Bacon Act and the Contract Work Hours and Safety Standards Act in accordance with section 110 of Title I of The Housing and Community Development Act, i.e., 42 U.S.C. 5301, *et seq.* (the "Act").

(v) 570.604 - Refers grant recipients to section 104(g) of the act and 24 CFR Part 58 for those regulations and procedures aimed at furthering the purposes of the National Environmental Policy Act of 1969. The foregoing notwithstanding, MISSION shall not assume the COUNTY's environmental responsibilities, as described in 24 CFR Sec. 570.604 "Environmental Standards", nor the COUNTY's responsibility to initiate an environmental review process. However, MISSION is not exempt from performing site-specific environmental reviews in accordance with State and local regulations, nor is MISSION released from any environmental

pollution that it may cause or have caused and MISSION shall assume full liability therefore.

(vi) 570.605 - Governs participation in the National Flood Insurance Program pursuant to section 202(a) of the Flood Disaster Protection Act of 1973 and 44 CFR Parts 59 through 79.

(vii) 570.606 - Requires that grant recipients and subrecipients adopt and utilize policies that best assure minimizing displacement of persons, families, businesses, farms and non-profit organizations from areas of grant funded, rehabilitation activities pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601-4655.

(viii) 570.607 - Applies Executive Orders 13279 as well as 11246, the latter being amended by Executive Orders 11375, 11478, 12086 and 12107 prohibiting racial, gender, ethnic or religious discrimination in employment during the performance of Federally assisted construction projects.

(ix) 570.608 - Applies the Lead Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846) and the Residential Lead Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§ 4851-4856), to all grant funded activities.

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

(xi) 570.611 - Establishes the bidding requirements, the code of conduct and conflict of interest provisions applicable for the procurement of goods and services and post award contract administration relative to activities funded under 24 CFR Part 570.

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

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

(xv) 570.614 - Requires that any public buildings and other facilities constructed with CDBG funds be compliant with the Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157) and the Americans with Disabilities Act (42 U.S.C. § 12131 and 47 U.S.C. §§155, 201, 218 and 225).

(c) Compliance With State and Local Laws and Regulations: During the execution and implementation of this Agreement, MISSION shall comply with all applicable State and local laws, regulations and ordinances, including, but not limited to the following:

(1) Chapter 112, Part III, Florida Statutes - "Code of Ethics for Public Officers and Employees". MISSION shall not engage in any actions under this Agreement that would create a conflict of interest for itself or involving any of its employees pursuant to section 112.312(15), Florida Statutes.

(2) Chapter 119, Florida Statutes - Public Records.

(3) Section 220.115, Seminole County Code, prohibiting the illegal use of public monies for unethical purposes involving COUNTY personnel. Violations of said Code provision shall be grounds for unilateral termination of this Agreement by the COUNTY.

(4) MISSION shall comply with the Local Relocation and Anti-displacement Policy (the "Policy"), as adopted by the COUNTY. Should MISSION's performance during this Agreement necessitate, as determined by applicable Federal regulations, compliance with the Uniform Relocation Assistance and Real Property act (the "Act"), MISSION shall immediately notify the COUNTY accordingly. Upon such notification, COUNTY shall implement and administer the Policy and the Act pursuant to this Agreement. The parties agree that, should the aforementioned occur, COUNTY shall use funds budgeted in Exhibit B to pay for relocation and displacement costs required hereunder.

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

Section 8. Management Assistance. The CD Administrator shall be available to MISSION to provide guidance on HUD requirements.

Section 9. Reporting Requirements. MISSION shall fully complete and provide to the CD Administrator a monthly report, attached hereto and incorporated herein as Exhibit D, summarizing the number of active projects under construction, all bid information and construction summaries. MISSION shall provide the monthly reports as part of the financial reimbursement process no later than the fifteenth (15th) day of each month. Failure by MISSION to submit a monthly report (Exhibit D) shall allow the COUNTY to withhold payment on the next Request For Payment submitted by MISSION until the required monthly report is submitted as mandated herein. Further, MISSION shall fully complete and

provide to the CD Administrator, in a timely manner, an "End of Project Report," attached hereto and incorporated herein as Exhibit E. The COUNTY shall have access to and be provided copies and transcripts of any records necessary in the sole determination of the COUNTY or HUD to accomplish this obligation.

Section 10. Maintenance of Records.

(a) MISSION 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 or such longer period as may be required by Federal or State law. 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 MISSION pursuant to this Agreement;

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

(C) Force account construction including the records indicating name, 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) MISSION 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 MISSION ultimately receives more than

FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) from all Federal sources pursuant to the Project and/or 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.

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

Section 12. Subcontracts. All contracts made by MISSION 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 MISSION wishes to subcontract must be approved in writing by the CD Administrator

and may not exceed the financial restraints forth in Section 5 of this Agreement.

Section 13. Indemnification.

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

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

Section 14. Insurance. MISSION 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 15. Non-Assignability. Neither party shall assign the Agreement without the prior written consent of the other in a document of equal dignity herewith.

Section 16. Headings. All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

Section 17. Program Income. In the event that any program income is received by MISSION as a direct result of the investment of any COUNTY funds awarded under this Agreement during or after the term of the Agreement, MISSION shall immediately render such program income to the COUNTY for proper accounting in the CDBG fund.

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

Section 19. Reversion of Assets. Upon expiration of this Agreement, MISSION 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 MISSION and acquired or improved in whole, or in part, after receiving the express approval of the COUNTY, with HUD funds in excess of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) shall be governed by 24 CFR Sections 570.503(7) and 24 CFR 85.31. If such property is sold to another party, the provisions of 24 CFR 570.504(4) and (5) and 24 CFR 570.505(c) shall also apply with respect to income derived therefrom.

Section 20. Suspension and Termination. In accordance with 24 CFR Sections 84.60-62, the COUNTY may immediately suspend or terminate any term or condition hereunder. Notice thereof shall be provided pursuant to the Agreement. The Agreement may also be terminated for reasons of enforcement or convenience in accordance with 24 CFR Sections 85.43 and 85.44, or for cause by the COUNTY.

Section 21. Breach. Any failure to comply with the Scope of Services or other terms of this Agreement, including particularly, the timely performance and completion of the Project by the date specified in Section 4 hereof, shall constitute a breach of this Agreement.

Section 22. Enforcement of Agreement and Remedies. Upon determination that a breach has occurred, the COUNTY reserves all legal and equitable rights to enforce this Agreement and/or recover any monies paid to MISSION 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 MISSION;
- (d) Demand MISSION 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 MISSION's real or personal property. To create such a lien, the COUNTY shall send a letter to MISSION demanding refund of any monies expended to MISSION pursuant to this Agreement. Said letter shall be recorded in the public records of Seminole County and thereafter shall constitute a lien upon MISSION's real and personal property.

Section 23. Certification Regarding Lobbying. MISSION 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, MISSION shall complete and submit a "Disclosure of Lobbying Activities" (standard form SF-LLL) or its equivalent as approved by the Office of Management and Budget.

Section 24. 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 MISSION:

Richard Burke, Executive Director
Rescue Outreach Mission of Sanford, Inc.
P.O. Box 412
Sanford, Florida 32772-0412

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

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. Amendment. This Agreement may be amended from time to time by mutual agreement of the parties by adoption and execution of a written instrument of equal dignity herewith. The foregoing notwithstanding, a change in the parties designated for Notice pursuant to Section 24 hereof may be made by written notice sent via U.S. Mail to the other party and without the need for formal amendment to this Agreement.

Section 27. 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:

Bristol C. Conklin
Secretary

RESCUE OUTREACH MISSION
OF SANFORD, INC.
By: Richard Burke
RICHARD BURKE, Executive Director
Date: Oct. 18, 2005

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by
the Board of County Commissioners
at their _____, 2005
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney
AWS/lpk
10/10/05 10/13/05
MISSION Outreach HUD CDBG

Attachments:

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

EXHIBIT A
SCOPE OF SERVICES
RESCUE OUTREACH MISSION OF SANFORD, INC.
CDBG 2005-2006

MISSION shall provide for professional construction services for the addition to, and renovation of the men's shelter at 1701 W. 13th Street, Sanford, Florida. The addition shall consist of adding approximately 1,435 square feet of new building area. Renovations to the existing building shall consist of approximately 5,693 square feet. Work shall also include required site work. These construction services are being performed to provide homeless shelter assistance and ten (10) extra shelter beds for dormitory use.

Prior to the award of any construction contract, MISSION shall provide COUNTY with documentation to demonstrate that funds and or services have been secured and will be leveraged equivalent to an amount up to TWO HUNDRED THOUSAND AND NO/DOLLARS (\$200,000.00).

MISSION shall comply with the requirements of Section 4 of this Agreement by continuing to use the building for the purposes specified herein until December 31, 2031.

TASK ONE: DOCUMENTS AND BID PROCESS

MISSION shall use construction plans prepared by Heilman Architecture, P.A., dated 10/22/2004 (any proposed modifications will be agreed upon between COUNTY and MISSION), and site work plans prepared by CPH Engineers, Inc., dated 3/28/2005 (any proposed modifications will be agreed upon between COUNTY and MISSION). Where applicable, MISSION shall have construction drawings and site plans reviewed and approved by the reviewing authorities for the City of Sanford, the State of Florida and Seminole County.

MISSION shall apply for and submit copies of all issued building permits and other required permits to the COUNTY.

MISSION shall prepare all documents required for bidding. The document shall be submitted to the COUNTY for review and approval prior to bidding. The COUNTY shall review the documents and incorporate terms and conditions as required by the COUNTY or by Federal requirements.

MISSION shall comply with the requirements of 24 CFR Part 84.44 and OMB Circular A-110 SUBPART C .40-.48 both of which define "Procurement".

TASK TWO: BID RESPONSE REVIEW

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

TASK THREE: CONTRACTOR SELECTION

MISSION shall select, with the COUNTY acting in an advisory capacity, the contractors to be awarded the construction, and site work. MISSION shall prepare and negotiate the contracts with the contractors and monitor the performance to meet certain requirements, such as, but not limited to, appropriate contractor licensing, proper insurance coverage, certificates and permits.

TASK FOUR: PRE-CONSTRUCTION CONFERENCE

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

1. Identifying the project manager;
2. Discussing the plans and specifications;
3. Discussing construction procedures and establishing a construction schedule;
4. Answering any questions prior to construction; and
5. Discussing Federal requirements and regulations (COUNTY staff shall present this information.)

TASK FIVE: PROJECT MONITORING & PROGRESS REPORTS

MISSION shall provide a project manager to monitor the activities. The project manager shall be responsible for responding to all requests by the COUNTY. In accordance with Section 9 of the Agreement, the project manager for MISSION shall provide monthly reports (attached hereto as EXHIBIT D) to the COUNTY by the fifteenth (15th) day of every month.

TASK SIX: PAYMENT

MISSION shall request that the COUNTY make direct payment to contractors, subcontractors and vendors in accordance with Section 5 of the Agreement.

EXHIBIT B

PROJECT BUDGET

RESCUE OUTREACH MISSION OF SANFORD, INC.

CDBG 2005-2006

Activity	Budget
<p>Construction services for the addition to, and renovation of the men's shelter at 1301 W. 13th Street, Sanford, Florida. The addition shall consist of adding approximately 1,435 square feet of new building area. Renovations to the existing building shall consist of approximately 5,693 square feet. Work shall also include required site work.</p> <p>Direct payment shall be made to contractors, subcontractors and vendors.</p> <p>CDBG 2005-2006</p>	<p>\$400,000.00</p>

EXHIBIT C

RESCUE OUTREACH MISSION OF SANFORD, INC.

REQUEST FOR PAYMENT

CDBG 2005-2006

Subrecipient: Rescue Outreach Mission of Sanford, Inc.

Name of Activity: Building Addition and Renovation

Mailing Address: 1701 W. 13th Street

Contact Person: Richard Burke, Executive Director

Payment Request No: _____ Telephone Number: 407-321-8224

Activity	Original Budget Amount	Payment Amount this Request	Paid To Date	Budget Balance
Construction of Building Addition and Renovation	\$	\$	\$	\$
Site Work	\$	\$	\$	\$
TOTAL	\$400,000.00	\$	\$	\$

Attach a copy of all supporting documentation for this Payment Request

Estimated Activity Completion Date: _____

Subrecipient/Interlocal Agreement Required Completion Date:

Submitted By: _____ Title: _____

Signature: _____ Date: _____

EXHIBIT D

RESCUE OUTREACH MISSION OF SANFORD, INC.

MONTHLY REPORT

CDBG 2005-2006

Status Report for Month of _____

Subrecipient: Rescue Outreach Mission of Sanford, Inc.

Mailing Address: 1701 W. 13th Street Sanford, Florida 32771

Contact Person: Richard Burke, Executive Director

Telephone: 407-321-8224

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
Construction of Building Addition and Renovation	\$	\$	\$	\$	\$
Site Work	\$	\$	\$	\$	\$
TOTAL	\$400,000.00	\$	\$	\$	\$

Signed: _____

EXHIBIT E

RESCUE OUTREACH MISSION OF SANFORD, INC.

END OF PROJECT REPORT

CDBG 2005-2006

Subrecipient: Rescue Outreach Mission of Sanford, Inc.

Type of service provided: Building Addition and Renovation to Homeless Shelter

Total number of people sheltered: _____

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: _____