

**AGREEMENT BETWEEN SEMINOLE COUNTY AND
RESCUE OUTREACH MISSION OF CENTRAL FLORIDA, INC.
FOR AMERICAN RESCUE PLAN ACT FUNDING**

THIS AGREEMENT is dated as of the ____ day of _____ 20____, by and between **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as “**COUNTY**,” and **RESCUE OUTREACH MISSION OF CENTRAL FLORIDA, INC.**, a Florida not for profit corporation, whose address is 1701 Historic Goldsboro Boulevard, Sanford, Florida 32771, in this Agreement referred to as “**SUBRECIPIENT**.”

W I T N E S S E T H:

WHEREAS, Congress passed the American Rescue Plan Act (“ARPA”) and President Biden signed the ARPA into law on March 11, 2021; and

WHEREAS, the ARPA, in part, amends Title VI of the Social Security Act by establishing the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund, together the Fiscal Recovery Funds; and

WHEREAS, the Fiscal Recovery Funds provide three hundred fifty (\$350) billion dollars in emergency funding for eligible state, local, territorial, and Tribal governments; and

WHEREAS, the COUNTY’s total allocation is in the amount of \$91,646,669.00, with COUNTY only having received its’ initial 50% allocation in the amount of \$45,823,334.50; and

WHEREAS, ARPA, Treasury regulations, and/or Treasury guidance allows COUNTY to provide non-profits financial assistance to respond to the public health emergency or its negative economic impacts; and

WHEREAS, SUBRECIPIENT is a non-profit essential and/or a supportive resource in Seminole County, providing assistance to local citizens in reducing homelessness and providing assistance to become self-sufficient; and

WHEREAS, SUBRECIPIENT and the constituencies it serves have encountered negative economic impacts due to the COVID-19 public health emergency; and

WHEREAS, SUBRECIPIENT requests, and COUNTY agrees, to provide funding to SUBRECIPIENT for eligible expenditures under the ARPA, Treasury regulations, and/or Treasury guidance, as further specified herein.

NOW, THEREFORE, for and in consideration of the promises, mutual covenants and agreements contained in this Agreement by and between the Parties and for the mutual benefit of COUNTY and SUBRECIPIENT, the Parties agree as follows:

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

Section 2. Definitions.

(a) “Acceptable to COUNTY” means that the work product was completed in accordance with this Agreement and as reasonably requested by COUNTY.

(b) “ARPA” means the American Rescue Plan Act of 2021; P.L. 117-2.

(c) “Cause” includes, but is not limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and guidance, failure to perform on time, failure to comply with the express terms of this Agreement, or refusal to permit public access to any public record, defined by and subject to disclosure under Chapter 119, Florida, as amended.

(d) “Expenditure Period” means the period beginning on the effective date of this Agreement and ends on December 31, 2024.

(e) “Fund” means the Fiscal Recovery Funds under ARPA.

(f) “Improper Payment” means or includes, any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements.

(g) “Party” means COUNTY or SUBRECIPIENT; “Parties” mean COUNTY and SUBRECIPIENT.

(h) “Treasury” means the United States Department of Treasury.

Section 3. Term. The effective date of this Agreement is the date the last party properly executes this Agreement, as determined by the date set forth immediately below the respective signatures of the Parties, and this Agreement expires on June 30, 2026 (“Term”), unless terminated earlier in accordance with this Agreement. For the avoidance of doubt, SUBRECIPIENT must expend Funds no later than December 31, 2024 (i.e., on or before the end of the Expenditure Period) in accordance with this Agreement.

Section 4. American Rescue Plan Act Funding.

(a) SUBRECIPIENT may expend Funds authorized by this Agreement only for allowable costs resulting from obligations incurred during the Expenditure Period.

(b) Upon receipt and approval of reporting documentation and an invoice specified in Section 20, Reports and Invoices, COUNTY will provide Funds to SUBRECIPIENT in an amount not-to-exceed TWO MILLION EIGHT HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$2,850,000.00) under this Agreement. SUBRECIPIENT acknowledges that prior to the execution of this Agreement, COUNTY has provided SUBRECIPIENT Funds, as part of the not-to-exceed amount referenced above, in an amount of FORTY-THREE THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$43,750.00) and as a result, SUBRECIPIENT agrees to comply with all of the terms and conditions specified in this Agreement for use of the Funds. COUNTY will provide SUBRECIPIENT Funds in a maximum of twelve (12) installments

total. In COUNTY's sole discretion, each installment will be provided at the beginning of each calendar quarter during the Expenditure Period. On or about January 1, 2022, COUNTY may, in COUNTY's sole discretion, elect to advance to SUBRECIPIENT an amount not-to-exceed TWO HUNDRED SIX THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$206,250.00) only for the first installment, to be used in accordance with and as part of the amount specified in this Section 4 of the Agreement.

(c) SUBRECIPIENT must submit to COUNTY for approval reporting documentation and an invoice, specified in Section 20, Reports and Invoices, to account for expenditures incurred, if any, during each calendar quarter of the Expenditure Period, as specifically authorized under this Agreement. If approved by COUNTY, COUNTY will provide SUBRECIPIENT an amount equal to the expenditures incurred for the calendar quarter during the Expenditure Period, but in no event will SUBRECIPIENT receive an amount greater than the not-to-exceed amount of TWO MILLION EIGHT HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$2,850,000.00) under this Agreement, even if considered an allowable use of Funds under this Agreement.

(d) SUBRECIPIENT may only use Funds provided by COUNTY under this Agreement for reasonable operating expenses and salaries and benefits for SUBRECIPIENT's employees during the Expenditure Period, as further specified in Exhibit E – Scope of Services, attached to and incorporated in this Agreement.

(e) As the COUNTY has a great deal of responsibility in the prudent expenditure and accounting of Funds, as authorized and required by the Federal Government, SUBRECIPIENT's board members and officers must be free from convictions of any fraud or financial crimes, such as embezzlement, theft, forgery, bribery, falsification or destruction of records, misuse or misappropriation of funds. COUNTY holds non-profit organizations within Seminole County to a

high standard as non-profit organizations have been instrumental in providing services to those most affected in the community as a result of the COVID-19 pandemic.

(f) SUBRECIPIENT must competitively procure goods and services in the manner outlined in Exhibit J – Competitive Procurement Requirements, attached to and incorporated in this Agreement, and in addition, SUBRECIPIENT must procure goods and services from sources that do not have any conflicts of interest with SUBRECIPIENT. Conflicts of interest may arise when SUBRECIPIENT, its board members, employees, officers, directors, volunteers, or agents of the organization have a financial, family, or any other beneficial interest in the vendor selected or considered for an award.

(g) SUBRECIPIENT must expend Funds during the Expenditure Period and may not use Funds at any point during the Expenditure Period for contingency, “rainy day,” or similar reserves.

(h) SUBRECIPIENT acknowledges that certain municipalities within Seminole County may contribute Funds to COUNTY’s ARPA programs, including those related to homelessness diversion and in support of other subrecipient and non-profit organizations; however, SUBRECIPIENT is not entitled to any additional Funds beyond those specified in this Agreement, in COUNTY’s sole discretion.

(i) The COUNTY’s performance and obligation to pay under this Agreement is contingent upon an appropriation by the Federal Government, and is subject to any modification, including withholding all or part of the Funds, in COUNTY’s sole discretion. For the avoidance of doubt, there is no guarantee that SUBRECIPIENT may receive all or part of the Funds specified under this Agreement.

(j) If the SUBRECIPIENT receives additional grant funding from any government entity for allowable expenditures specified in this Agreement, then SUBRECIPIENT must notify the COUNTY pursuant to Section 14, Notice, prior to the receipt of such funding.

(k) SUBRECIPIENT may not obtain or incur a duplication of benefits from any other governmental entity, including COUNTY.

Section 5. Conditions of Agreement. As conditions under this Agreement, SUBRECIPIENT during the Term must:

(a) use Funds to provide emergency shelter facilities in Seminole County and homelessness diversion services to homeless citizens who have been entered into the HMIS system.

(b) maintain responsible management oversight to include a rotating Board of Directors and Committees that are actively involved in the governance and development of funds for SUBRECIPIENT.

(1) make SUBRECIPIENT's Board of Directors and other meetings accessible to COUNTY.

(2) permit COUNTY to appoint one (1) member to the SUBRECIPIENT's Board of Directors. COUNTY's appointee must be a designated member of the Executive Committee of the SUBRECIPIENT's Board of Directors and must have full voting rights at both the Board of Director and Executive Committee levels.

(A) immediately seat COUNTY's appointee upon notification by COUNTY to SUBRECIPIENT.

(B) maintain COUNTY's appointee as a member of SUBRECIPIENT's Board of Directors.

(C) allow COUNTY to rotate appointees, in COUNTY's sole discretion.

(c) maintain occupancy of at least eighty percent (80%) of the Board of Director seats designated in SUBRECIPIENT's bylaws.

(d) maintain a competent and qualified Executive Director, approved by SUBRECIPIENT's Board of Directors.

(e) make good-faith efforts to ensure that at least eighty-five percent (85%) of the SUBRECIPIENT's occupancy is comprised of residents of Seminole County. If SUBRECIPIENT has demonstrated good-faith efforts to comply with this provision, failure to meet this requirement will not be considered a default under this Agreement.

(1) ensure residents of Seminole County get priority placement within the shelter upon arrival.

(f) keep HMIS data updated in a timely and accurate manner.

(g) maintain an "A" HMIS rating. If HMIS rating drops to a "B" or "C", SUBRECIPIENT has until the next monthly report to cure and return the HMIS rating to an "A" rating, or provide evidence of a system-wide flaw in writing from the HMIS Administrator, documented loss of staff, or other unforeseen circumstance.

(h) provide adequate case management services for residents in the shelter, who are not enrolled in a housing program.

(i) comply with SUBRECIPIENT's bylaws.

(j) keep SUBRECIPIENT's facilities in good repair and meet all Florida Building Codes.

(k) notify COUNTY, in writing, within seven (7) days of any formal grievance and/or complaints filed by residents or employees. This information is to be provided for situational awareness purposes and does not enjoin COUNTY as a party to any grievance or complaint.

(l) maintain financial solvency and viably operate as an emergency homelessness shelter.

(m) prior to receiving any Funds under this Agreement, SUBRECIPIENT must execute corrective mortgage deeds and promissory notes, prepared by COUNTY in a manner that properly serves as security for compliance with this Agreement, for the following properties:

- (1) 1703 Historic Goldsboro Blvd., Sanford, FL 32771
- (2) 1600 Historic Goldsboro Blvd., Sanford, FL 32771
- (3) 1604 W. 13th Pl., Sanford, FL 32771

SUBRECIPIENT acknowledges that on or about April 24, 2013, SUBRECIPIENT has executed mortgage deed, promissory note, and restrictive use covenant documents in favor of COUNTY for the properties located at 1701 Historic Goldsboro Boulevard, Sanford, Florida 32771 and 1625 Historic Goldsboro Boulevard, Sanford, Florida 32771 (both referred to as "Properties"). As such, the Properties are subject to the terms and conditions of the Developer Agreement entered into between COUNTY and SUBRECIPIENT on or about April 2, 2013.

(n) immediately report, in writing, to COUNTY any legal, financial, or organizational matters or major changes in programs or budgets that impact SUBRECIPIENT's ability to operate or deliver services, and SUBRECIPIENT's plan to remedy such impacts.

(o) diligently seek new funding sources and furnish COUNTY quarterly reports, as specified in Section 20, Reports and Invoices.

(p) recognize the Seminole County Board of County Commissioners for its contribution of Funds in promotional material and at any events or workshops for which Funds are utilized, as authorized in this Agreement. Any news release or other type of public announcement pertaining to the work performed under this Agreement must recognize COUNTY as a sponsor in the same size letters and font type as the name of any other funding sources.

(q) make good-faith efforts to participate as an active member of the Continuum of Care and follow both U.S. Housing and Urban Development, 24 C.F.R. Section 576, and regional Housing First Best Practices for the management of an emergency shelter.

Section 6. Recapture of Expenses.

(a) Any balances of unobligated Funds that have been advanced or paid that are not expended as authorized under this Agreement during the Expenditure Period must be refunded to COUNTY within fourteen (14) days of receipt of written notice provided by COUNTY.

(b) Financial assistance will be made only for expenditures that COUNTY provisionally determines are eligible under the ARPA, Treasury regulations, and Treasury guidance. However, COUNTY's provisional determination that an expenditure is eligible does not relieve SUBRECIPIENT of its duty to repay COUNTY in full for any expenditures that are later determined by COUNTY or the Federal Government, in each of its sole discretion, to be ineligible expenditures.

(c) If requested by COUNTY, all refunds, return of Improper Payments, or repayments due to COUNTY under this Agreement are to be made payable to the order of Seminole County and mailed directly to COUNTY pursuant to Section 14, Notice, and this Agreement.

(d) If a check or other draft is returned, SUBRECIPIENT shall pay COUNTY a service fee representing the actual cost incurred, if any, by COUNTY as a result of returned check or draft.

Section 7. COUNTY Responsibilities. COUNTY will reconcile and verify all Funds received by SUBRECIPIENT against all Funds expended by SUBRECIPIENT during the Expenditure Period. In the event reconciliation of Funds identifies any Funds paid as ineligible expenses or in excess of the expenditures incurred by SUBRECIPIENT, SUBRECIPIENT is subject to Section 6, Recapture of Expenses.

Section 8. Indemnification.

(a) SUBRECIPIENT will hold harmless and indemnify COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees and expenses of whatsoever kind, type or nature which COUNTY may sustain, suffer or incur, or be required to pay by reason of the loss of any monies paid to SUBRECIPIENT or whomsoever resulting out of SUBRECIPIENT's fraud, defalcation, dishonesty, or failure of SUBRECIPIENT to comply with applicable laws or regulations; or by reason of, or as a result of any willful or negligent act or omission of SUBRECIPIENT in the performance of this Agreement or any part of this Agreement, or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) Each Party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Agreement of that Party and the officers, employees, and agents of that Party.

(c) The Parties further agree that nothing contained in this Agreement will be construed or interpreted as denying to any Party any remedy or defense available to the Parties under the laws of the State of Florida, nor as a waiver of COUNTY's sovereign immunity and the limitation of damages as provided in Section 768.28, Florida Statutes, as amended.

Section 9. Insurance.

(a) SUBRECIPIENT, at its sole expense, shall maintain the insurance required under this Section at all times throughout the Term and have this insurance approved by COUNTY's Risk Program Manager with the Resource Management Department.

(1) SUBRECIPIENT shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective services.

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by SUBRECIPIENT will relieve SUBRECIPIENT of its full responsibility for liability, damages, and accidents.

(3) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by SUBRECIPIENT in accordance with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of SUBRECIPIENT.

(4) If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, then SUBRECIPIENT shall promptly provide to COUNTY such additional information as COUNTY may reasonably request, and SUBRECIPIENT shall remedy any deficiencies in the policies of insurance within ten (10) days.

(5) COUNTY's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of SUBRECIPIENT or any other party.

(b) General Requirements.

(1) Before commencing work, SUBRECIPIENT shall furnish COUNTY with a current Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit D – Insurance Limits, attached to and incorporated into this Agreement, and including the following as Certificate Holder:

Seminole County, Florida
Seminole County Services Building
1101 East 1st Street
Sanford, Florida 32771

The Certificate of Insurance must evidence and all policies must be endorsed to provide the COUNTY with not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as the insurance is no longer required to be maintained, SUBRECIPIENT shall provide COUNTY with a renewal or replacement Certificate of Insurance before the expiration or replacement of the insurance for which a previous certificate has been provided.

(2) In addition to providing the Certificate of Insurance, upon request of the COUNTY, SUBRECIPIENT shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Agreement within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

(3) Deductible and self-insured retention amounts must be declared to and approved by COUNTY and must be reduced or eliminated upon written request from COUNTY. The risk of loss within the deductible amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by SUBRECIPIENT.

(4) The insurer's cost of defense, including attorney's fees and attorney's fees on appeal, must not be included within the policy limits, but must remain the responsibility of the insurer.

(5) In the event of loss covered by Property Insurance, the proceeds of a claim must be paid to COUNTY and COUNTY shall apportion the proceeds between COUNTY and SUBRECIPIENT as their interests may appear.

(6) Additional Insured: Seminole County, Florida, its commissioners, officials, officers, and employees must be included as Additional Insureds under General Liability, Umbrella Liability, and Business Auto policies.

(7) Coverage: The insurance provided by SUBRECIPIENT pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Seminole County Board of County Commissioners or COUNTY's officials, officers, or employees must be in excess of and not contributing with the insurance provided by SUBRECIPIENT.

(8) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County, Florida and its respective officials, officers, and employees. This Waiver of Subrogation requirement does not apply to any policy that includes a condition that specifically prohibits such an endorsement or voids coverage should the Named Insured enter into such an agreement on a pre-loss basis.

(9) Provision: Commercial General Liability and Umbrella Liability Policies required by this Agreement must be provided on an occurrence rather than a claims-made basis.

(c) Insurance Company Requirements. Insurance companies providing the insurance must meet the following requirements.

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida, or (b) with respect only to the coverage required by this agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes, as amended.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, as amended, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes, as amended, or (C) fails to maintain the Best's Rating and Financial Size Category, then SUBRECIPIENT shall immediately notify COUNTY as soon as SUBRECIPIENT has knowledge of any such circumstance and, upon request of COUNTY, immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as SUBRECIPIENT has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, SUBRECIPIENT will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of SUBRECIPIENT, SUBRECIPIENT, at SUBRECIPIENT's sole expense, shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in Exhibit D. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of work by SUBRECIPIENT and must be maintained in force until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employers' Liability.

(A) SUBRECIPIENT's insurance must cover SUBRECIPIENT and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation and Employers Liability Policy (NCCI Form WC

00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation and Employers Liability Policy, there must be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, and if applicable, the United States Longshoremen's and Harbor Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation and Employers Liability Policy.

(C) The minimum limits to be maintained by SUBRECIPIENT are as specified in Exhibit D.

(D) If SUBRECIPIENT asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation, as amended, SUBRECIPIENT shall provide notification to COUNTY's Risk Manager with the Resource Management Department and shall complete the COUNTY's Workers' Compensation Waiver Request. Approval of exemption is subject to COUNTY's sole discretion. If approved, the named individuals listed in COUNTY'S approved exemption will be the only individuals authorized to perform work under this Agreement.

(E) Any vendor or contractor, including SUBRECIPIENT, using an employee leasing company must complete the COUNTY'S Leased Employee Affidavit.

(2) Commercial General Liability.

(A) SUBRECIPIENT's insurance must cover SUBRECIPIENT for those sources of liability which would be covered by the latest edition of the standard Commercial

General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) The minimum limits to be maintained by SUBRECIPIENT are as specified in Exhibit D.

(C) ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

(3) Business Auto Policy.

(A) SUBRECIPIENT's insurance must cover SUBRECIPIENT for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto. In the event SUBRECIPIENT does not own automobiles, SUBRECIPIENT shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by SUBRECIPIENT are as specified in Exhibit D.

(4) Professional Liability.

(A) If required by Exhibit D, SUBRECIPIENT shall maintain an Errors & Omissions Liability policy providing professional liability coverage for any damages caused by negligent acts, errors, or omissions.

(i) In the event that the professional liability insurance required by this Agreement is written on a claims-made basis, SUBRECIPIENT warrants that any retroactive date under the policy will precede the effective date of this Agreement and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed.

(ii) If such insurance is maintained on a claims-made basis, SUBRECIPIENT shall maintain such insurance for an additional period of three (3) years following termination of the Agreement.

(iii) If SUBRECIPIENT contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this Section), then SUBRECIPIENT shall provide proof of such satisfactory coverage, such to approval of COUNTY.

(B) The minimum limits to be maintained by SUBRECIPIENT are as specified in Exhibit D.

(5) Employee Dishonesty Liability. SUBRECIPIENT shall maintain Commercial Crime Coverage (Employee Dishonesty) protecting the interests of COUNTY subject to this Agreement from fraudulent acts of their employees. Coverage must include ISO Form CR 04 01, Client's Property endorsement, or comparable form. Coverage limits must not be less than the amount specified in Exhibit D. The policy must include as loss payee Seminole County, Florida.

(6) Cyber Liability and Technology Errors and Omissions Insurance.

(A) SUBRECIPIENT shall maintain Cyber Liability, which must include

liability related to: the rendering of or failure to render technology product and services; multimedia liability, including cloud computing and mobile devices; protection of private or confidential information, whether electronic or non-electronic; network security and privacy; system attacks, digital asset loss, denial or loss of service; introduction, implantation, or spread of malicious software code; security breach; unauthorized access and use; disclosure of COUNTY data, whether by SUBRECIPIENT or any subcontractor or cloud service provider used by SUBRECIPIENT; regulatory action expenses; and breach response costs including, but not limited to, notification of affected individuals, customer support, forensics, crisis management consulting, public relations consulting, legal services, and credit monitoring expenses and identity fraud resolution services with at least the minimum limits as specified herein. Coverage must be maintained in effect during the period of the Agreement and for no less than two (2) years after termination or completion of the Agreement.

(B) SUBRECIPIENT's Cyber Liability coverage must be written on a "claims-made" basis covering SUBRECIPIENT, its employees, subcontractors and agents for expenses, claims and losses resulting from wrongful acts committed in the performance of, or failure to perform, all services under this Agreement, including, without limitation, claims, demands, and any other payments related to electronic or physical security, breaches of confidentiality, and invasion of or breaches of privacy.

(C) The minimum limits to be maintained by SUBRECIPIENT are as specified in Exhibit D.

(6) Other Insurance.

(A) SUBRECIPIENT shall carry Other Insurance as may be specified in Exhibit D, such as Builders Risk, Owners and Contractors Protective Liability, Installation Floater, Inland Marine, Garagekeepers Liability, Warehouse Legal Liability, Sexual Abuse

Liability, and Aircraft Liability. Coverage limits must not be less than the amount specified in Exhibit D.

(B) The minimum limits to be maintained by SUBRECIPIENT are as specified in Exhibit D.

(e) The maintenance of the insurance coverage set forth in this Section may not be construed to limit or have the effect of limiting SUBRECIPIENT's liability under the provisions of Section 8, Indemnification, or any other provision of this Agreement.

Section 10. Default. If any of the following Events of Default occur during the Term, all obligations on the part of COUNTY to make further payment of Funds will, if COUNTY elects, terminate, and if Funds under this Agreement have been provided to SUBRECIPIENT, COUNTY has the option to recapture Funds in accordance with Section 6, Recapture of Expenses. COUNTY has the option to exercise any of its remedies set forth in Section 11, Remedies. If COUNTY elects to provide financial assistance to SUBRECIPIENT after any Events of Default, COUNTY does so without waiving the right to exercise such remedies and without becoming liable to provide any further financial assistance. Events of Default, include:

(a) If any warranty or representation made by SUBRECIPIENT in this Agreement or any previous agreement with COUNTY related to ARPA is or becomes false or misleading in any respect;

(b) If any reports required by this Agreement have not been submitted to COUNTY timely or have been submitted with incorrect, incomplete, or insufficient information;

(c) If SUBRECIPIENT fails to maintain financial solvency and viably operate as an emergency homelessness shelter;

(d) If the HMIS data "Report Card" drops to a rating below a "C" any time after the initial ninety (90) days of the effective date of this Agreement, except when there is a written

evidence of a system-wide flaw from the HMIS Administrator, documented loss of staff, or other unforeseen circumstance;

(e) If SUBRECIPIENT's Board of Directors fails to undertake action to address any egregious misconduct by SUBRECIPIENT's employees, consultants, or members of SUBRECIPIENT's Board of Directors; or

(f) If SUBRECIPIENT fails to keep or perform any of the obligations, terms or covenants in this Agreement and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement.

Section 11. Remedies.

(a) If an Event of Default occurs, then COUNTY may exercise any one or more of the following remedies, either concurrently or consecutively:

(1) Provide SUBRECIPIENT thirty (30) days to cure an Event of Default;

(2) Terminate this Agreement in accordance with Section 14, Notice;

(3) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(4) Withhold or suspend allocation of all or any part of the Funds;

(5) Require that SUBRECIPIENT refund to COUNTY any Funds used for ineligible purposes under the laws, rules, regulations, or guidance governing the use of these Funds, including this Agreement;

(b) COUNTY may exercise any corrective or remedial actions, including:

(1) request additional information from the SUBRECIPIENT to determine the reasons for or the extent of non-compliance or lack of performance,

(2) issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

(3) advise the SUBRECIPIENT to suspend, discontinue or refrain from incurring costs for any activities in question, or

(4) require the SUBRECIPIENT to reimburse COUNTY for the amount of costs incurred for any items determined to be ineligible.

(c) The COUNTY may exercise any other rights or remedies which may be available under law. Pursuing any of the above remedies will not prevent COUNTY from pursuing any other remedies in this Agreement or provided at law or in equity. If COUNTY waives any right or remedy in this Agreement or fails to insist on strict performance by SUBRECIPIENT, it will not affect, extend or waive any other right or remedy of COUNTY, or affect the later exercise of the same right or remedy by COUNTY for any other default by SUBRECIPIENT.

Section 12. Termination.

(a) The COUNTY may terminate this Agreement for Cause after thirty (30) days written notice to SUBRECIPIENT.

(b) The COUNTY may terminate this Agreement immediately for convenience when COUNTY determines, in COUNTY's sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of Funds, by providing SUBRECIPIENT with written notice.

(c) The Parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of this Agreement.

(d) In the event this Agreement is terminated, if SUBRECIPIENT incurs new obligations after SUBRECIPIENT has received the notice of termination, COUNTY will not provide Funds to SUBRECIPIENT under this Agreement. For the avoidance of doubt, after notice of termination, SUBRECIPIENT may continue operating using its own source of funds. In the

event this Agreement is terminated as a result of uncured default by SUBRECIPIENT, the COUNTY may, to the extent authorized by law, withhold payments to SUBRECIPIENT for the purpose of set-off in an amount equal to the COUNTY's reasonable best estimate of damages until the exact amount of damages due COUNTY from the SUBRECIPIENT is determined.

Section 13. Employee Status. Persons employed by SUBRECIPIENT in the performance of this Agreement are deemed not to be the employees or agents of COUNTY, nor do these employees have any claims to pensions, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY. Persons employed by COUNTY in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of SUBRECIPIENT, nor do these employees have any claims to pensions, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to SUBRECIPIENT's officers and employees either by operation of law or by SUBRECIPIENT.

Section 14. Notice. Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand-delivered to the persons designated below, or (ii) five (5) business days after deposit in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the party as set forth below, or such other address or to such other person as the Party may have specified by written notice to the other Party delivered according to this Section:

As to COUNTY:

Attention: Director, Community Services
Seminole County Community Services Department
534 W. Lake Mary Boulevard
Sanford, Florida 32773

With a Copy to:

Attention: Financial Grants Administrator
Seminole County Resource Management, Grants Program
1101 E. 1st Street
Sanford, Florida 32771-1468

As to SUBRECIPIENT:

Attention: Chairman
Rescue Outreach Mission of Central Florida, Inc.
1701 Historic Goldsboro Boulevard
Sanford, Florida 32771

Section 15. Parties Bound. This Agreement is binding upon and inures to the benefit of SUBRECIPIENT and COUNTY, and their successors and assigns.

Section 16. Conflict of Interest.

(a) The Parties shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the other Party or that would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes, as amended, relating to ethics in government.

(b) Each Party hereby certifies that no officer, agent, or employee of that Party has any material interest (as defined in § 112.312(15), Florida Statutes), as amended, as over 5% ownership either directly or indirectly, in the business of the other Party to be conducted here, and that no such person will have any such interest at any time during the Term.

(c) Each Party has the continuing duty to report to the other Party any information that indicates a possible violation of this Section.

Section 17. Dispute Resolution.

(a) In the event of a dispute related to performance under this Agreement, the Parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies.

(b) In the event that COUNTY administrative dispute resolution procedures are exhausted, either Party to this Agreement may notify the other Party in writing that it wishes to commence formal dispute resolution with respect to any unresolved problem under this Agreement. The Parties agree to submit the dispute to a Florida Certified Circuit Court Civil Mediator for mediation, within sixty (60) days following the date of this notice. In the event that any dispute cannot be resolved by mediation, the dispute may be filed as a civil action in the Circuit Court of the Eighteenth Judicial Circuit of Florida, in and for Seminole County, Florida, which is the sole venue for any such civil action. The Parties further agree that any such action will be tried before the Court, and the Parties hereby waive the right to jury trial as to such action.

Section 18. Public Records Law.

(a) SUBRECIPIENT acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, as amended, to release public records to members of the public upon request. SUBRECIPIENT acknowledges that the COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, as amended, in the handling of the public records created under this Agreement and that this statute controls over the terms of this Agreement. Upon COUNTY's request, SUBRECIPIENT will provide COUNTY with all requested public records in SUBRECIPIENT's possession, or will allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs provided under Chapter 119, Florida Statutes, as amended.

(b) SUBRECIPIENT specifically acknowledges its obligations to comply with Section 119.071, Florida Statutes, as amended, with regard to public records and must:

(1) keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement;

(2) provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

(4) Upon termination of this Agreement, SUBRECIPIENT will transfer, at no cost to COUNTY, all public records in possession of SUBRECIPIENT, or keep and maintain public records required by COUNTY under this Agreement. If SUBRECIPIENT transfers all public records to COUNTY upon completion of this Agreement, SUBRECIPIENT must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUBRECIPIENT keeps and maintains the public records upon completion of this Agreement, SUBRECIPIENT must meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(c) COUNTY or any of its authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records, including past and current audits, of the SUBRECIPIENT which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to SUBRECIPIENT's personnel for the purpose of interview and discussion related to such documents. For purposes of this Section, the term "SUBRECIPIENT" includes employees to be paid from Funds provided under this Agreement.

(d) IF SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DIRECTOR OF COMMUNITY SERVICES, ALLISON THALL AT: (407) 665-2301, ATHALL@SEMINOLECOUNTYFL.GOV, OR 534 W. LAKE MARY BOULEVARD, SANFORD, FLORIDA 32773.

(e) Failure to comply with this Section will be deemed a material breach of this Agreement, for which COUNTY may terminate this Agreement immediately upon written notice to SUBRECIPIENT.

Section 19. Audits.

(a) In accounting for the receipt and expenditure of Funds under this Agreement, SUBRECIPIENT must follow Generally Accepted Accounting Principles (“GAAP”). As defined by 2 C.F.R. §200.49, GAAP has the meaning specified in accounting standards issued by the Government Accounting Standards Board (“GASB”) and the Financial Accounting Standards Board (“FASB”).

(b) The Treasury Office of Inspector General, the U.S. Government Accountability Office, and/or COUNTY may perform an audit of the records of the SUBRECIPIENT at any time during the Term and after final disbursements have been made, even if the Agreement has expired or terminated. Audits may be performed at a time mutually agreeable to SUBRECIPIENT and COUNTY.

(c) If an audit shows that all or any portion of the Funds disbursed were not spent in accordance with the conditions of and strict compliance with this Agreement, SUBRECIPIENT

will be held liable for reimbursement to COUNTY of all Funds not spent in accordance with this Agreement, within fourteen (14) days after COUNTY has notified the SUBRECIPIENT of such non-compliance.

(d) If SUBRECIPIENT expends \$750,000.00 or more in Federal awards during the SUBRECIPIENT's fiscal year, SUBRECIPIENT must have an audit performed in accordance with 2 CFR Part 200, Subpart F, at SUBRECIPIENT's expense.

(e) SUBRECIPIENT must send copies of reporting packages required under this Section directly to COUNTY in accordance with Section 14, Notice.

(f) Fund payments are federal financial assistance subject to the Single Audit Act and the related provisions of the Uniform Guidance.

Section 20. Reports and Invoices.

(a) SUBRECIPIENT must provide the COUNTY with quarterly reports using Exhibit C – Quarterly Progress Report Template and Exhibit G – Quarterly Activity Report, both exhibits attached to and incorporated into this Agreement by reference, detailing all information required. In addition, SUBRECIPIENT must provide the COUNTY with the documentation in accordance with Exhibit I – Reporting Timeline, attached to and incorporated into this Agreement.

(1) If all required reports are not sent to COUNTY or are not completed in a manner reasonably Acceptable to COUNTY, COUNTY may withhold further Funds until they are completed or may take other action as stated in this Agreement.

(b) If Funds are spent during the calendar quarter of the Expenditure Period, SUBRECIPIENT must provide the COUNTY with quarterly invoices using Exhibit F – Quarterly Request for Payment, attached to and incorporated into this Agreement by reference, detailing all information required to account for all Funds. SUBRECIPIENT must supplement its quarterly invoices with supporting information to validate the Funds spend, including, but not limited to,

providing payroll/salary information, timesheets, and work completed during the calendar quarter of the Expenditure Period. For the avoidance of doubt, SUBRECIPIENT is required to submit to COUNTY documentation specified in this Agreement to account for all Funds expended under this Agreement, as authorized by this Agreement.

(c) SUBRECIPIENT must submit quarterly reports and invoices to the COUNTY five (5) business days prior to the end of each calendar quarter during the Expenditure Period. As the COUNTY may advance the first installment, SUBRECIPIENT must submit its last quarterly reports to COUNTY five (5) business days after the end of the Expenditure Period. For the avoidance of doubt, SUBRECIPIENT must substantiate to COUNTY the use of all Funds, as authorized in this Agreement. The ending dates for each quarter of the year are March 31, June 30, September 30, and December 31. In addition, the documentation specified in Exhibit I must be provided by SUBRECIPIENT in accordance with the dates specified in Exhibit I.

(1) The Annual Accomplishment Data Report referenced in Exhibit I must be provided to COUNTY by SUBRECIPIENT using Exhibit H – Annual Accomplishment Data Report, attached to and incorporated in this Agreement, in accordance with the date specified in Exhibit I.

(d) SUBRECIPIENT must submit all required reporting documentation and invoices specified in this Agreement electronically through COUNTY's designated software provider, unless specified otherwise by COUNTY in writing. COUNTY will provide SUBRECIPIENT written instructions as to how SUBRECIPIENT may submit quarterly reports electronically. COUNTY reserves the right to revise any exhibit in order for COUNTY to provide the public with transparency and to comply with requirements set forth by Treasury.

(e) In addition, and when requested by Treasury, Treasury guidance, or COUNTY, SUBRECIPIENT must provide additional funding program updates, information, and reports pertaining to the use of Funds.

Section 21. Annual Updates to the BCC. SUBRECIPIENT must provide annual updates, no later than September 1 each year during the Term, to the Seminole County Board of County Commissioners at a public meeting, in the form of a state of the organization, to include accomplishments, future forecasts, and financial information. Prior to such presentation, SUBRECIPIENT must provide COUNTY a written report outlining its presentation.

Section 22. Monitoring. In addition to reviews of audits conducted in accordance with Section 19, Audits, monitoring procedures may include, but not be limited to, on-site visits, limited scope audits, or other procedures performed by the Treasury Office of Inspector General, the U.S. Government Accountability Office, and/or COUNTY. The SUBRECIPIENT agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Treasury Office of Inspector General, the U.S. Government Accountability Office, and/or COUNTY. In the event that the Treasury Office of Inspector General, the U.S. Government Accountability Office, and/or COUNTY determines that a limited scope audit of the SUBRECIPIENT is appropriate, the SUBRECIPIENT agrees to comply with any additional instructions provided by the Treasury Office of Inspector General, the U.S. Government Accountability Office, and/or COUNTY to the SUBRECIPIENT regarding such audit. The SUBRECIPIENT further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Treasury Office of Inspector General, the U.S. Government Accountability Office, and/or COUNTY. In addition, the Treasury Office of Inspector General, the U.S. Government Accountability Office, and/or COUNTY will monitor the performance and financial management

by the SUBRECIPIENT throughout the Term to ensure strict compliance with this Agreement, ARPA, Treasury regulations, and Treasury guidance.

Section 23. Equal Opportunity Employment. SUBRECIPIENT and COUNTY shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, sexual orientation, gender identity or national origin. SUBRECIPIENT and COUNTY shall take steps to ensure that applicants are employed, and employees are treated equally during employment, without regard to race, color, religion, sex, age, disability, sexual orientation, gender identity or national origin. Equal treatment includes, but is not limited to, the following: employment; upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 24. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be, if in state court, in a court of competent jurisdiction located in Seminole County, Florida, or, if in federal court, the Florida Middle District, Orlando Division.

Section 25. Compliance with Laws and Regulations. SUBRECIPIENT must abide by all statutes, ordinances, rules, regulations, and executive orders pertaining to or regulating the provision of this Agreement, including, but not limited to, ARPA, regulations adopted by Treasury, guidance adopted by Treasury pertaining to ARPA, and 2 C.F.R. Part 200, entitled “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards,” as any one of the foregoing may be amended. Any violation of statutes, ordinances, rules, regulations, executive orders, or guidance will constitute a material breach of this Agreement and will entitle

COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to SUBRECIPIENT.

Section 26. Entire Agreement.

(a) It is understood and agreed that the entire agreement of the Parties is contained in this Agreement, which supersedes all oral agreements, negotiations, and previous agreements between the Parties relating to the subject matter of this Agreement.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by the Parties, except as otherwise specifically provided in this Agreement.

Section 27. Assignment. This Agreement may not be assigned by either Party without the prior written approval of the other Party.

Section 28. Severability. If any provision of this Agreement or the application of this Agreement to any person or circumstance is held invalid, it is the intent of the Parties that the invalidity will not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared severable.

Section 29. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, constitutes an original, but all counterparts together constitute one and the same instrument.

Section 30. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret, or construe any provision of this Agreement.

Section 31. Exhibits. SUBRECIPIENT shall comply with the terms of Exhibit A, Additional Terms and Conditions, which is attached to and incorporated in this Agreement. Exhibit

A controls over any contrary provision elsewhere in this Agreement. In addition, SUBRECIPIENT must execute Exhibit B, Certification regarding Lobbying, which is attached to and incorporated in this Agreement, concurrently with the execution of this Agreement.

IN WITNESS WHEREOF, the Parties have made and executed this Agreement for the purposes stated above.



Witness

Andria Drazen

Print Name



Witness

Briana Early

Print Name

RESCUE OUTREACH MISSION OF
CENTRAL FLORIDA, INC.

By: 

MICHAEL F. TOWERS, Chairman

Date: 12-1-21

[Signatures and attestations continue on the following page.]

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BOB DALLARI, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by the Board of
County Commissioners at its _____
20____, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

BP/

11/30/21

T:\Users\bpattel\Special Projects\American Rescue Plan\Rescue Outreach Mission\NonProfit ARPA Funding Agreement - Rescue Outreach
Mission 113021.docx

Attachments:

- Exhibit A - Additional Terms and Conditions
- Exhibit B - Certification Regarding Lobbying
- Exhibit C - Quarterly Progress Report Template
- Exhibit D - Insurance Limits
- Exhibit E - Scope of Services
- Exhibit F - Quarterly Request for Payment
- Exhibit G - Quarterly Activity Report
- Exhibit H - Annual Accomplishment Data Report
- Exhibit I - Reporting Timeline
- Exhibit J - Competitive Procurement Requirements

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

AMERICANS WITH DISABILITIES ACT

SUBRECIPIENT agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

LEGAL AUTHORIZATION

SUBRECIPIENT certifies that it has the legal authority to receive the Funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The SUBRECIPIENT also certifies that the undersigned person has the authority to legally execute and bind the SUBRECIPIENT to the terms of this Agreement.

FALSE STATEMENTS

SUBRECIPIENT understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

REDUCING TEXT MESSAGING WHILE DRIVING

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), SUBRECIPIENTS are encouraged to adopt and enforce policies that ban text messaging while driving.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the COUNTY or the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the SUBRECIPIENT's programs, services, and activities.

3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT.

SUBRECIPIENT shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

COOPERATION

SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions.

MAINTENANCE OF COMPLAINT LOG

SUBRECIPIENT shall maintain a complaint log and inform the COUNTY of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the COUNTY if SUBRECIPIENT has received no complaints under Title VI.

EXHIBIT B

CERTIFICATION REGARDING LOBBYING

The undersigned on behalf of SUBRECIPIENT, certifies, to the best of his or her knowledge that

(1) No Federal 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 an officer or employee of an 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.

(2) If any funds other than Federal 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 an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned on behalf of SUBRECIPIENT, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, SUBRECIPIENT understands and agrees that the provisions of 31 U.S.C. Sec. 3801 *et seq.* apply to his certification and disclosure, if any.

NON-PROFIT: Rescue Outreach Mission of Central Florida, Inc.

BY:

NAME AND TITLE: Michael Towars, Chairman

DATE: 12-1-21

Exhibit C
ARPA - Quarterly Progress Report



Project Title: [REDACTED] Date [REDACTED]
Contact Name: [REDACTED]
Reporting Period: [REDACTED]
Telephone: [REDACTED]

Project Objective:

Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.

Plans for Next Quarter:

Authorized Agent Signature: _____

EXHIBIT D

RESCUE OUTREACH MISSION OF CENTRAL FLORIDA

INSURANCE REQUIREMENTS

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

Workers' Compensation:	Statutory	
Employers' Liability:	\$ 1,000,000	Each Accident
	\$ 1,000,000	Disease Aggregate
	\$ 1,000,000	Disease Each Employee

B. Commercial General Liability Insurance:

	\$ 1,000,000	Per Occurrence
	\$ 2,000,000	General Aggregate
	\$ 2,000,000	Products and Completed Operations
	\$ 1,000,000	Personal and Advertising Injury

C. Business Automobile Liability Insurance:

	\$ 1,000,000	Combined Single Limit <u>(Any Auto or Owned, Hired, and Non-Owned Autos)</u>
--	--------------	---

D. Professional Liability: \$ 1,000,000 Per Claim

Directors and officers (D&O) liability insurance

E. Cyber Liability and Technology

Errors and Omissions Insurance:	\$ 1,000,000	Per Occurrence or Claim
	\$ 1,000,000	General Aggregate

F. Other Insurance Requirements: \$ 1,000,000 Commercial Crime Policy (Employee Dishonesty)

	\$ 1,000,000	Sexual Abuse Liability
--	--------------	------------------------

~~End Exhibit D~~

EXHIBIT E

SCOPE OF SERVICES

Eligible expenses that respond to the public health emergency or its negative economic impacts under this Agreement include the following:

Section I. ELIGIBLE SHELTER EXPENSES

Part A Operating Expenses

- Cost of maintenance (including minor or routine repairs)
- Rent
- Security
- Reasonable Office Equipment
- Insurance
- Utilities
- Food
- Furnishings
- Supplies necessary for the operation of the emergency shelter
- Professional Services limited to:
 - Grant Writing
 - Accounting Services
 - Bookkeeping
- Licenses, Permits, and Fees
- Books, Dues, Publications, and Subscriptions
- Case Management (assessing, arranging, coordinating and monitoring the delivery of individualized services to meet the needs of eligible program participants)
- Transportation (costs of program participants travel to and from medical care, employment, child care, or other essential services facilities)
 - Travel on public transportation
 - Mileage allowance for employees
 - Agency Vehicle Expenses, limited to shelter activities:
 - Gas
 - Insurance
 - Taxes
 - Maintenance

Part B Shelter Personnel Expenses

- Salaries
- Benefits

Section II. SHELTER OPERATING STANDARDS

Any emergency shelter that receives assistance for shelter operations must meet the following minimum safety, sanitation, and privacy standards.

- The shelter building must be structurally sound to protect residents from the elements and not pose any threat to health and safety of the residents. Any renovation (including major rehabilitation and conversion) carried out with ESG assistance must use Energy Star and WaterSense products and appliances.
- Except where the shelter is intended for day use only, the shelter must provide each program participant in the shelter with an acceptable place to sleep and adequate space and security for themselves and their belongings.
- Each room or space within the shelter must have a natural or mechanical means of ventilation. The interior air must be free of pollutants at a level that might threaten or harm the health of residents.
- The shelter’s water supply must be free of contamination.
- The shelter must have access to sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.
- The shelter must have any necessary heating/cooling facilities in proper operating condition.
- The shelter must have adequate natural or artificial illumination to permit normal indoor activities. There must be sufficient electrical sources to permit the safe use of electrical appliances in the shelter.
- Food preparation areas, must contain suitable space and equipment to store, prepare and serve food in a safe and sanitary manner.
- The shelter must be maintained in a sanitary condition.
- There must be at least one working smoke detector in each occupied unit of the shelter. The fire alarm system must be designed for hearing-impaired residents. All public areas of the shelter must have at least one working smoke detector. There must also be a second means of exiting the building in the event of fire or emergency.
- Involuntary family separation is prohibited - the age of a child under 18 must not be used as a basis for denying any family’s admission to an emergency shelter

Section III. SYSTEM PERFORMANCE MEASURES

The goals and objectives of ROM under this agreement will be to meet the following system performance measures:

Performance Metrics	Required Outcomes
Exits to Permanent Housing	50%
Average Length of Stay	90 days (not to exceed a total of 6 months)
Increase in Household Income	85%
Returns to Homelessness	85% non-returns to homelessness, 1yr from exit

SEMINOLE COUNTY/RESCUE OUTREACH MISSION OF CENTRAL FLORIDA, INC.
 AMERICAN RESCUE PLAN ACT FUNDING
 ARPA SUBRECIPIENT AGREEMENT
 PROGRAM YEAR 2022

QUARTERLY REQUEST FOR PAYMENT

Beginning Gross Budget: **\$2,850,000.00**

Subrecipient: Rescue Outreach Mission of Central Florida, Inc.

Name of Activity/Project: Emergency Shelter Operations and Essential Services

Payment Request Period: _____

	Effective January 1, 2022 Beginning Net Budget Gross Budget Minus Advanced Payments	(A) Prior Quarter Remaining Balance (E)	(B) Previous Total Paid To-Date	(C) Payment Amount This Reimbursement Request	(D) Funds Paid to Date (D = B + C)	(E) Remaining Balance (A Minus D)
Eligible Shelter Expenses	\$2,600,000.00 (\$2,850,000.00 - \$250,000.00)					
	\$250,000.00 (\$43,750.00 advance + \$206,250.00 advance)					
Total		\$0.00	\$ -	\$ -	\$ -	\$0.00

Attach a copy of all supporting documentation for this Request for Payment

Signature Authority (Print Name and Title): _____

Signature: _____

Date: _____

CS Department Date Received

EXHIBIT F

Rescue Outreach Mission
 ARPA Funding Agreement

Quarterly Reporting Period: _____
 Invoice Detail

Service Categories	Date of Expense	Check# or CC	Vendor	Expense Type	Amount
Total Reimbursement Request \$					-

EXHIBIT G

SEMINOLE COUNTY/RESCUE OUTREACH MISSION OF CENTRAL FLORIDA, INC.

QUARTERLY ACTIVITY REPORT

Subrecipient: Rescue Outreach Mission of Central Florida, Inc.

Name of Activity/Project: Emergency Shelter Operations and Essential Services

Quarterly Reporting Period: _____

NARRATIVE DESCRIPTION OF ACTIVITY

STATUS/MILESTONES: _____

Emergency Shelter (Activities):

Total number of served (include all household members)	Total number of Seminole County residents served	Total Unduplicated number of Seminole County residents served	Total number of out of County residents sheltered	Total number of unduplicated out of County residents sheltered	Total number of families served
Total number of individuals served	Number of "Big Three" completed	Number of shelter residents receiving Navigation Services	Total number of shelter residents assigned to Case Management	Total number of HH with increase in income	
Total number of shelter residents (HH) exited	Year-to-Date Housed	Total number of residents exited to housing	Total Amount of Revenue Received (not including this agreement's funds)	Total Amount of Public Money, including In Kind Donations Received	
			\$	\$	

Any other special accomplishments:

EXHIBIT H

ARPA ACCOMPLISHMENT DATA

Program Name		ARPA FUNDING			
Award Year					
Subrecipient		RESCUE OUTREACH MISSION OF CENTRAL FLORIDA, INC.			
Total Number Served			Income/Benefits		
# of Persons in Households	Total	From Employment	Total		
Adults		From SSI/SSDI			
Children		SNAP			
Don't Know/Refused/Other		Child Support			
Missing Information		Don't Know/Refused/Other			
Total	0	Total	0		
Gender			Shelter Utilization		
Gender	Total		Total	%	
Male		Total Number of Beds Available (Annually)			
Female		Total Number of Beds Utilized (Annually)			
Transgender		Total Number			
Don't Know/Refused/Other					
Missing Information					
Total	0				0
Age			Performance Metrics		
Age	Total		Total	%	
Under 18		Exits to Permanent Housing (80% of HH)			
18-24		Average Length of Stay (90 days, not to exceed 6 mo)			
25 and over		Returns to Homelessness (85% non-returns to homelessness, 1 yr from exit)			
Don't know/refused/Other		Increase Household Income (85% of HH increase income)			
Missing Information					
Total	0				
Subpopulation	Total	Prevention	Rapid Re-housing	Permanent Supportive Housing	Emergency Shelter
Veterans					
Victims of Domestic Violence					
Elderly					
HIV/AIDS					
Chronically Homeless					
Persons with Disabilities					
Severly Mentally Ill					
Chronic Substance Abuse					
Other Disability					
Total (unduplicated if possible)	0	0			0

* Total figure represents unduplicated count of persons served, if possible during Fiscal Year

EXHIBIT I

REPORTING TIMELINE

Report/Activity	Due Date (as specified below):
Prior Year Audit	December 1, 2022, December 1, 2023 & December 1, 2024
Annual Proposed Budget	December 1, 2022, December 1, 2023 & December 1, 2024
Sustainability Plan	December 1, 2022
Annual Accomplishment Data Report	January 15, 2023, January 15, 2024 & January 15, 2025

Exhibit J – Competitive Procurement Requirements

The standards and procedures for purchases outlined in this Exhibit are intended to ensure that goods and services acquired, in whole or in part with ARPA funds, are obtained as efficiently and economically as possible through an open and competitive process, maximizing the value of public funds.

SUBRECIPIENT must obtain a minimum of two (2) written quotes for purchases over FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00); email quotes are acceptable. SUBRECIPIENT may not split purchases to award work to the same vendor resulting in an avoidance of comply with the competitive requirements set forth herein.

For purchases over FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00), SUBRECIPIENT must utilize competitive bids or proposals and requests for bids or proposals must be written in a way not to restrict competition. SUBRECIPIENT must provide a clear and accurate description of the technical requirements for the goods and services to be procured; all requirements which vendors must fulfill; and all other factors to be used in evaluating bids or proposals.

SUBRECIPIENT must keep detailed files, which include, at minimum, the following information:

- Basis for vendor selection
- An explanation for lack of competition when competitive bids or proposals were not obtained
- Basis of award