

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Amendment to Agreement with Rescue Outreach Mission of Sanford, Inc.

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

**AUTHORIZED BY:** Donald S. Fisher **CONTACT:** Buddy Balagia **EXT.** 7379

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

Approve and authorize the Chairman to execute the First Amendment to the Agreement with the Rescue Outreach Mission of Sanford, Inc.

(District 5 – Commissioner Carey)

**BACKGROUND:**

On October 28, 2003 the Board executed a Subrecipient Agreement with the Rescue Outreach Mission of Sanford, Inc. (Mission) for \$25,000 to fund the development of architectural and site engineering plans to rehabilitate and expand the men's dormitory at the Mission on West 13<sup>th</sup> Street in Sanford (next to the Women and Children's shelter, funded by CDBG funding in the mid-1990's).

Design plans are now complete but, due to fluctuating construction costs, County staff recommended that the Agreement be extended to push the cost estimating closer to the 2005-2006 CDBG grant cycle, during which the Mission will be requesting additional funding to make the actual improvements to the shelter.

The Mission has therefore requested an extension to March 31, 2005 and staff concurs with this request. The Amendment also reinstates the now-expired Agreement to allow for further payment to the Mission and its vendors through March 31, 2005.

Reviewed by: <u>[Signature]</u> Co Atty: _____ DFS: _____ Other: <u>[Signature]</u> DCM: <u>[Signature]</u> CM: <u>[Signature]</u>  File No. -cpdc01
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FIRST AMENDMENT TO SEMINOLE COUNTY/RESCUE OUTREACH MISSION OF SANFORD, INC.  
HUD CDBG SUBRECIPIENT AGREEMENT  
PROGRAM YEAR 2003-2004

THIS FIRST AMENDMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2004 by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," and RESCUE OUTREACH MISSION OF SANFORD, INC., a Florida non-profit corporation, whose mailing address is 1701 West 13th Street, Sanford, Florida 32771, hereinafter referred to as "OUTREACH".

W I T N E S S E T H:

WHEREAS, OUTREACH and COUNTY entered into the above-referenced Agreement on January 23, 2004 to provide for the costs of engineering, site plans, specifications, and bid packages relative to OUTREACH'S Men's Shelter facility in Sanford, Florida; and

WHEREAS, the Agreement expired on September 30, 2004 and must now be reinstated in order to accommodate continued CDBG financing of the Project defined in said Agreement; and

WHEREAS, the parties desire to reinstate and further amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides and to allow a longer time for OUTREACH'S performance of its responsibilities under that instrument; and

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. Exhibits "A" and "B" of the Agreement are deleted and Exhibits "A" and "B" attached hereto are substituted therefore.

2. Section 4 of the Agreement is hereby amended to read:

Section 4. Term. This Agreement shall be effective upon its execution by all parties. OUTREACH shall complete all services required

by this Agreement on or before March 31, 2005. This Agreement shall terminate on March 31, 2005. OUTREACH shall complete all services required by this Agreement in accordance with the following schedule:

- By October 31, 2003: Meet with County Project Manager to review terms of Agreement
  
- By April 30, 2004: Completion of schematic architectural design phase, preliminary site plan, surveys, geotechnical services, and preliminary cost estimates.
  
- By June 30, 2004: Fifty percent (50%) completion of final architectural and site engineering construction drawings.
  
- By November 30, 2004: One hundred percent (100%) completion of final design architectural and site engineering drawings, specifications and bid documents.
  
- By March 31, 2005 Submission of all final cost estimates not previously invoiced. Cost estimates submitted thereafter shall not be eligible for payment or reimbursement by COUNTY.

3. Section 5(a) of the Agreement is hereby amended to read:

(a) The COUNTY shall remit payment directly to the Vendors selected by OUTREACH to provide services under this Agreement in accordance with the Project Budget, attached hereto as Exhibit "B" and incorporated herein by reference and upon submission of appropriate documentation as required by Exhibit "C" of this Agreement.

4. Section 5(b) of the Agreement is hereby amended to read:

(b) The COUNTY has allocated TWENTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$25,000.00) of HUD funds for completion of this Agreement. The COUNTY will pay directly to Vendor(s) for the services rendered under this Agreement up to TWENTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$25,000.00). In the event that the full amount of TWENTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$25,000.00), as reflected in the proposals received and reviewed by both parties to this Agreement are not required

to accomplish the subject of the Agreement, the CD Administrator reserves the right to reallocate such funds to other HUD projects.

5. Section 5(i) of the Agreement is hereby amended to read:

(i) The acquisition of any interest or rights in real property by OUTREACH, whether by purchase, donation, any other method of transfer, conveyance, or by the granting of rights and privileges shall require compliance with the Uniform Relocation and Assistance and Real Property Acquisition Policies Act of 1970, as codified in 43 U.S.C. Sections 4601-4655 and regulations promulgated thereunder including particularly 24 CFR Section 570.606(b)(1). OUTREACH shall not acquire or negotiate the purchase or donation or receive any benefits, rights, privileges, or interest in any real property from another person without first consulting with COUNTY. Failure by OUTREACH to engage in such consultation with COUNTY regarding these issues shall automatically terminate this Agreement.

6. Section 6(c) of the Agreement is hereby amended to read:

(c) OUTREACH shall not assume the COUNTY'S environmental responsibilities, as described in 24 CFR Sec. 570.604 "Environmental Standards", nor the COUNTY'S responsibility to initiate and environmental review process. However, OUTREACH is not exempt from performing a Phase I environmental or site-specific environmental reviews in accordance with State and local regulations, if required by COUNTY. Anything else herein to the contrary notwithstanding, OUTREACH shall not be released or excused from damages caused by environmental pollution arising from its activities under this Agreement and OUTREACH shall assume full liability therefore."

7. The Agreement is hereby reinstated upon adoption of this First Amendment as though no inadvertent expiration on September 30, 2004 had ever occurred. The revisions to the Agreement made by this

First Amendment shall be deemed effective *nunc pro tunc* as of the dated date of the Agreement. The term of this First Amendment shall be the same as that for the Agreement, as hereby amended.

8. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:

RESCUE OUTREACH MISSION OF  
SANFORD, INC.

*Bristol C. Conklin, Secretary*  
BRISTOL CONKLIN, Secretary

By: *Melvin Philpot*  
MELVIN PHILPOT, Chairman

(Corporate Seal)

Date: *Nov. 18, 2004*

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_,  
Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

AC/lpk  
8/4/04  
Revised AWS 11/10/04  
lam rescue outreach mission

Attachments:

- Exhibit "A" - Scope of Services
- Exhibit "B" - Project Budget

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EXHIBIT "A"

SCOPE OF SERVICES

GENERALLY:

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

SPECIFIC OBLIGATIONS:

1. OUTREACH shall prepare all documents required for bidding this project in accordance with legal requirements. The documents shall be submitted to the COUNTY for review and approval prior to commencement of the bidding process.

2. OUTREACH shall advertise for proposals and provide interested architectural firms a specific response period in accordance with legal requirements.

3. Following the close of the invitation and solicitation period, the COUNTY and OUTREACH shall jointly review the proposals received and architect qualifications. OUTREACH shall select, upon COUNTY approval, the architect to be awarded the document preparation. OUTREACH shall prepare and negotiate a contract with the selected architect and make an appropriate contract award.

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

- (a) Identifying the OUTREACH project manager;

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

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

6. OUTREACH shall secure any necessary permits or certificates.

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

8. Architectural plans produced pursuant to this Agreement shall include changes to the existing Men's Shelter facility providing for increased space to accommodate ten (10) additional beds beyond the present capacity of forty eight (48) beds and capacity for the serving of meals to an additional fifty (50) persons per day beyond the present capacity of two hundred forty four (244) meals served per day.

EXHIBIT "B"

PROJECT BUDGET

Activity	Budget
<p>Direct payment to Vendor(s) selected by OUTREACH for development of architectural plans, construction cost estimates, construction specifications and bid packet regarding the enlargement of the Rescue Outreach Mission Men's Shelter facility. Such payments shall be made at the following intervals:</p> <ol style="list-style-type: none"><li>1. Completion of architectural schematic design, preliminary site plan, surveys, geotechnical services and preliminary cost estimates.</li><li>2. Fifty percent (50%) completion of final architectural, site engineering and construction drawings.</li><li>3. One hundred percent (100%) completion of contracted services.</li></ol>	<p>\$25,000.00</p>