

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Funding Agreement between Volunteer Florida Foundation, Inc. and
Seminole County

DEPARTMENT: Community Services **DIVISION:** Administration

AUTHORIZED BY: Phillip C. Stalvey **CONTACT:** Phillip C. Stalvey **EXT.** 3202

Agenda Date <u>4/26/05</u> Regular <input type="checkbox"/> Consent X <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:

Approval by the Board of County Commissioners of the attached Funding Agreement between Volunteer Florida Foundation, Inc. (Hurricane Relief Funds) and Seminole County and the authorization of the Chairman to sign the Budget Amendment Request to receive and expend the additional \$35,000.00.

BACKGROUND:

Right after the 2004 Hurricane season Governor Bush established the Hurricane Relief Fund and authorized the Volunteer Florida Foundation, Inc. to administer the donated funds. Seminole County received an initial \$50,000.00 and then an additional \$35,000.00 and entered into an agreement to expend the funds. A requirement to expend the funds was the formation of a local Unmet Needs Committee which had to agree on all expenditures of the funds. To date \$36,929.98 has been expended through our Community Assistance Division for Emergency Financial Assistance. The attached agreement enables us to receive our final allocation of \$35,000.00 for a grand total of \$120,000.00 received from Volunteer Florida, Inc. Our local Unmet Needs Committee met on February 4, 2005 and approved three additional projects to expend all remaining funds and they are included in the Funding Agreement.

Reviewed by:	_____
Co Atty:	_____
DFS:	_____
Other:	_____
DCM:	<u>[Signature]</u>
CM:	<u>[Signature]</u>
File No.	<u>ccs01</u>

FUNDING AGREEMENT

Between

The Volunteer Florida Foundation, Inc.

And

Seminole County

Agreement 1 - HRF - 01B

This Funding Agreement ("Agreement") is made and entered into in the City of Tallahassee, Leon County, Florida, 32301 as of April 26, 2005, by and between The Volunteer Florida Foundation Inc. ("Foundation"), located at 401 South Monroe Street, Tallahassee, Florida 32301, and Seminole County ("Provider"), located at 1101 East First Street, Sanford, Florida 32771. The Foundation and the Provider are sometimes hereinafter referred to as a "Party" and collectively as the "Parties."

The Foundation is a recognized 501 (c) 3 not-for-profit corporation dedicated to engaging all Florida's citizens in activities that strengthen families and increase literacy, specifically by managing Governor Bush's initiatives.

Whereas, as the 2004 Hurricane season created a swath of devastation across Florida, Governor Jeb Bush established the Hurricane Relief Fund (the "Hurricane Relief Fund") which is administered by the Foundation; and

Whereas, Seminole County is a unit of government dedicated to improving measurably the lives of individuals and families by uniting the resources of donor, volunteers, agencies and the community; and

Whereas, the Foundation desires to distribute from the Hurricane Relief Fund for the purpose of meeting the needs of hurricane victims the sum of at least Thirty Five Thousand Dollars (\$35,000.00) (the "Designated Funds") and

Whereas, the Foundation desires that Seminole County administer the Designated Funds, and Seminole County is willing to undertake the administration of the Designated Funds.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Foundation and Seminole County agree as follows:

1. **Term of Agreement.** The term of this agreement shall begin April 26, 2005 and expire on June 30, 2005 unless extended by the parties

2. **Obligations of Provider.** The Provider shall:

- A. Administer funds in accordance with the Approved Project and guidance provided by the Foundation. A copy of the Approved Plan and deliverables schedule are attached hereto and incorporated herein as Exhibit "A". Provider shall *not* use any of the hurricane relief funds to pay overhead or indirect cost.
- B. Restrict the use of Designated Funds for Seminole County residents and businesses for costs and expenses incurred as a result of the hurricanes of 2004 (Charley, Frances, Ivan, and Jeanne).
- C. To require a "Contractor Release Form" for all work paid for by the Designated Funds.
- D. Establish a separate checking account for the Designated Funds and any additional funds received from the Foundation pursuant to this Agreement which account shall be titled "Seminole County Hurricane Relief Fund" An approved cost accounting system may be substituted for a separate checking account.
- E. To provide a budget and detailed reports to the Foundation regarding the program of work. Formal reports are due in accordance with the deliverable schedule as stated in this contract and are to be submitted to the Foundation as directed. Reports must be completed to the satisfaction of the foundation
- F. Upon request by the Foundation, and within a reasonable time period, allow the Foundation to inspect all records received or created pursuant to this Agreement inclusive but not limited to: supporting documentation of reported outcomes and expenses inclusive of receipts, canceled checks, basis for disbursements and invoices.
- G. To maintain accurate records which must be retained for at least five (5) years following the end of this Agreement, or deliver such records to the Foundation for retention. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the five (5) year period, whichever is later.
- H. To provide oversight for the efficient and effective distribution of the Designated Funds.
- I. In publicizing, advertising, or describing the sponsorship of a program funded wholly or in part by the Foundation, state, in addition to any statement relating to Seminole County, "Sponsored by Seminole County Hurricane Relief Fund and the Volunteer Florida Foundation Inc." If the sponsorship reference is in written material, the words "Volunteer Florida Foundation" shall appear in the same size letter or type as the name of the Seminole County Hurricane Relief Fund. The Volunteer Florida Foundation will provide Usage Guidelines on names and logos which are attached to this document.
- J. Within thirty (30) calendar days following the termination of this Agreement, return any unused portion of the Designated Funds to the Foundation.

3. **Obligations of the Foundation.** The Foundation shall:

- A. Deliver to Seminole upon satisfactory completion of the requirements under Agreement 1-HRF-01 the sum of Thirty Five Thousand (\$35,000.00).
- B. Provide a format for all required reports, and assist Seminole County in completing reports satisfactory to the Foundation.

- C. Provide or assist in obtaining technical assistance and training as needed to distribute the Designated Funds in accordance with the Approved Plan.
- D. Following any site visit or review provide a written report with comments and recommendations regarding the manner in which services are being provided.

PROVIDER AND FOUNDATION MUTUALLY AGREE AS FOLLOWS:

- 4. **Independent Contractor Relationship.** The Parties agree that the Provider will act in the capacity of an independent contractor in performance of this Agreement, and not as an officer, employee, or agent of the Foundation or the State of Florida. Each Party shall be solely responsible for the wrongful acts of its own employees and agents and shall hold the other Party harmless against all claims of whatever nature arising out of such wrongful acts of employees and agents to the extent allowed and required by law. The Foundation shall not assume any liability for the acts, omissions to act or negligence of the Provider, its agents, servants or employees; nor shall the Provider assume any liability for the acts, omissions to act or negligence of the Foundation.

- 5. **Termination of Agreement.** This Agreement may be terminated by either party upon no less than sixty (60) calendar days notice in writing, without cause, unless both parties mutually agree upon a lesser time. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. This Agreement may also be terminated for non-compliance and/or breach of contract by the Provider or the Foundation upon no less than twenty-four (24) hours notice. Waiver of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract. The provisions herein do not limit any right of the Foundation or of Seminole County to remedies at law or to damages. At the time of termination under this paragraph (as compared to expiration on **June 30, 2005**), all unspent funds will be promptly returned to the Foundation.

- 6. **Notices.** Any notice, demand, request or other communication shall be effective only in writing and when it is received by the Agreement Manager at the address provided for herein.

Foundation's Agreement Manager:

Jana Sterling
401 South Monroe Street
Tallahassee, FL 32301
(850) 410-0696
Fax: (850) 921-5146
jana@volunteerflorida.org

Provider's Agreement Manager:

Phil Stalvey, Community Services Director
Seminole County
400 West Airport Boulevard
Sanford, Florida 32773
(407)665-3202
(407)665-3253 Fax
pstalvey@seminolecountyfl.gov

In the event that a different Agreement Manager is designated by either Party after execution of this contract, notice of the name, address and telephone number of the new Agreement Manager shall be delivered in writing to the other Party and said notification shall be attached to originals of this Agreement.

7. **Duty to Notify of Governmental/Regulatory Notices.** Each Party shall promptly notify the other of any and all notices, written or oral, received from any federal, state or local government or other regulatory body related to the administration of the Designated Funds.
8. **Restriction Against Assignment.** No part of this Agreement shall be assigned, subcontracted or delegated by either Party to a third party without the prior written consent of the other Party.
9. **Entire Agreement.** This instrument, including Exhibit "A", constitutes the entire agreement of the Parties relating to the matters set forth herein. There are no provisions, terms, conditions, or obligations other than those contained herein. This Agreement supersedes all previous communication, representation, or agreements, either verbal or written, between the parties. No amendment will be effective unless reduced to writing and signed by the parties.
10. **Choice of Law.** This Agreement is executed and entered into in the State of Florida, County of Leon and will be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida.
11. **Enforceability.** If any term or provision of this Agreement is found to be illegal and unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.
12. **Waiver.** No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power, or remedy of either Party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.
13. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be considered an original for all purposes.

EXHIBIT A
Approved Project

Seminole County

Pursuant to the terms of this agreement and the submitted Approved Plan Seminole County and the Unmet Needs Community have agreed to the following:

Disaster Relief Fund
Unmet Needs Committee Meeting
February 4, 2005
3:00 – 4:00 PM

Attendees : Phillip C. Stalvey, Seminole County Community Services
David Medley, Seminole County Community Assistance
Syl Johnson, Seminole Heart
Emery M. Ivery, Heart of Florida, United Way
John Murphy, Harvest Time International
Angie Romagosa, The Christian Sharing Center

- Mr. Stalvey, Director Community Services Department, Seminole County Government welcomed attendees and made introductions.
- Mr. Stalvey gave an update of what has happen up to this point.
- Participants were given a copy of the account ledger documenting all monies spent to date for Seminole County's Disaster Relief.
 - Total of \$36,929.98
- Mr. Stalvey informed participants that Seminole County will receive a total of \$120,000.00 which after spending the above mentioned \$36,929.98 leaves a remaining total of \$83,070.02.
- Mr. Stalvey suggested three projects that met all criteria for the remaining \$83,070.02:
 - Pace Jackson Cemetery clean-up: \$6,780.00,
 - United Cerebral Palsy Child Development Center: \$45,066.00 for Boundless playground equipment.
 - Replace east windows in Bram Towers: \$31,224.02
- Mr. Stalvey solicited alternate suggestions from the committee or ask for consensus on suggestions provided.
- Mr. Stalvey also advised as instructed by Volunteer Florida to request the entire funding amount of \$300,000.00 for the complete window project. Bram Towers and UCP Child Development Center will be requesting Home Depot grants to fund their entire projects. Other non profits were encouraged to apply and inform Volunteer Florida directly for any unmet need due to the hurricanes.

- Mr. Stalvey received a consensus on offered suggestions and meeting was adjourned.

Submit a written report in the format provided by the Foundation within 30 days of when the grant funds are totally expended, no later than **July 30, 2005**, as required in Section I. Provider Agreements (E).

IN WITNESS THEREOF, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized.

PROVIDER

FOUNDATION

Signed by:

Signed by:

Signature

Signature

Carlton Henley
Name

Name

Chairman
Title

Title

Date

Date



www.FlaHurricaneFund.org

Florida Hurricane Relief Fund Media Guide

The following are public relations protocols that must be used when referring to allocations from the Florida Hurricane Relief Fund and the nonprofit Volunteer Florida Foundation that manages it.

Use of Name

When referring to this fund, always use “the Florida Hurricane Relief Fund, established by Governor Jeb Bush and managed by Volunteer Florida Foundation” on first reference. If the sponsorship reference is in written material, the words “Volunteer Florida Foundation” shall appear in the same size letter or type as the name of the county and/or fiscal agent.

Examples

- “Santa Rosa County is pleased to announce the availability of funds from the Florida Hurricane Relief Fund, established by Governor Jeb Bush and managed by Volunteer Florida Foundation.”
- “Sarasota County United Way, on behalf of Desoto County, is pleased to announce the availability of funds from the Florida Hurricane Relief Fund, established by Governor Jeb Bush and managed by Volunteer Florida Foundation.”

Logo

The logos for the Florida Hurricane Relief Fund and the Volunteer Florida Foundation should be included on all materials, including applications, advertisements, notices, press releases and RFPs. Copies of the Florida Hurricane Relief Fund and Volunteer Florida Foundation logos have been forwarded to you via e-mail. To obtain different formats of the logos, or if you cannot open the e-mailed versions, please contact Allison Triplett at the Volunteer Florida Foundation at allison@volunteerflorida.org or (850) 414-6066. Do not alter the colors or format of the logo.

Usage

The Florida Hurricane Relief Fund and Volunteer Florida Foundation names and logos must appear on all public references to the Fund. Wording may be used in place of logos on contractual documents such as RFPs, local contracts, etc.

Announcement

Once Volunteer Florida Foundation has reviewed and approved the request for funds, the funds recipient should issue an announcement/press release. Contact information for Fonda Anderson, Senior Vice President, Development and Communications, may be listed on the announcements/press releases to answer any questions regarding the Fund.

- Fonda Anderson (727) 821-2056

Background

The Florida Hurricane Relief Fund, established by Governor Jeb Bush, is designed to assist communities in rebuilding and to make relief dollars stretch. This fund will be used for needs unmet by other disaster relief organizations also working to help rebuild lives and communities. Communities are deciding how their allocations from this fund will be spent, and the most heavily impacted communities are receiving the greatest percentage of these funds.

Governance

The Florida Hurricane Relief Fund is guided by a voluntary steering committee. Chairman is former U.S. Senator Connie Mack. Co-chairmen are Joe Lacher, President-Florida, BellSouth Telecommunications and Clarence Otis, CEO-designee of Darden Restaurants, Inc. Also serving this committee are Mike Fields, Senior Vice President of Bank of America; Susan Story, President and CEO of Gulf Power; and Tony Carvajal, President of Carvajal Consulting. Steve Uhlfelder, a Tallahassee-based attorney, has been appointed by Governor Bush as the voluntary CEO of this Fund.

Mission Statement and Goals

- The mission of the Florida Hurricane Relief Fund is to help Floridians with relief and recovery through strengthening families and rebuilding communities.
- The goals of the of the Florida Hurricane Relief Fund are to fill gaps in funding for services that stabilize and strengthen families; rebuild communities; and link neighbors to neighbors in support of relief and recovery.

Contacts

If the media has questions or needs more information regarding the Florida Hurricane Relief Fund, please direct them to Liza McFadden, President of Volunteer Florida Foundation, (850) 410-0696 or Fonda Anderson, Senior Vice President, Development and Communications, at (727) 821-2056.



www.FlaHurricaneFund.org



<roosevelt@volunteerflorida.org>
03/11/2005 02:42 PM

To <PStalvey@seminolecountyfl.gov>,
<jana@volunteerflorida.org>
cc
bcc
Subject RE: Audit review of Phase I

Phillip,

Per our conversation, I am satisfied with your report and supporting documentation submitted to date.

I also understand that there is a residual balance of \$48,070.02. This is the result of initial allocation of \$85,000 less your expenditures of \$36,929.98.

In review of your pending contract, I see that you are working on several projects that will absorb your residual balance and possibly your Jeanne allocation. In the event that your plans to assist with the Bram Tower project falls through, we will not send the Jeanne allocation of \$35,000 until another project can be found and supported.

By this e-mail, I hereby authorize initiation of your Jeanne allocation contract.

Sincerely,

Roosevelt

-----Original Message-----

From: PStalvey@seminolecountyfl.gov [mailto:PStalvey@seminolecountyfl.gov]
Sent: Friday, March 11, 2005 1:00 PM
To: Alexander,Roosevelt; Sterling,Jana
Subject: Fw: Audit review of Phase I

I never heard anything back on my audit? Will I?

Phillip C. Stalvey
Community Services Director
Seminole County Government
400 West Airport Blvd
Sanford, FL 32773

Office 407-665-3202
Fax 407-665-3253
Cell 407-421-7214
Pstalvey@seminolecountyfl.gov
www.seminolecountyfl.gov

----- Forwarded by Phil Stalvey/Seminole on 03/11/2005 01:00 PM -----

Phil
Stalvey/Seminole

02/15/2005 05:20
PM

To
<roosevelt@volunteerflorida.org>
cc

Jana@volunteerflorida.org,
liza@volunteerflorida.org, David
Medley
Subject
Re: Audit review of Phase I
(Document link: Phil Stalvey)

I will overnight your audit request in the next couple of days.

Just so you know the process of what occurred with the money....I originally received \$50,000 then an additional \$35,000.00 (no additional requirements). The audit report I sent you is for the program originally approved by the unmet needs committee and by Volunteer Florida. I have been unable to spend all of the money as indicated in the report by the timelines imposed on me by Volunteer Florida. So we ended the program (Emergency Financial Assistance) originally approved and recently shifted gears from social services to repair of damaged physical property of non profits to spend the money by the required timelines. I am currently in receipt of \$85,000.00 and waiting pending this audit of an additional \$35,000.00 for a total of 120,000.00 and the end of Phase I. I did not receive funds in Phase II.

I will write this up with the information you requested and follow up with a telephone call.

Phillip C. Stalvey
Community Services Director
Seminole County Government
400 West Airport Blvd
Sanford, FL 32773

Office 407-665-3202
Fax 407-665-3253
Cell 407-421-7214
Pstalvey@seminolecountyfl.gov
www.seminolecountyfl.gov

<roosevelt@volunt
eerflorida.org>

02/15/2005 04:12
PM

<Pstalvey@seminolecountyfl.gov>

To
cc

Audit review of Phase I

Subject

Mr. Stavey;

Attached, you will find the audit review for the Phase I allocation of your county. Please review and respond accordingly. For those responses that require additional supporting documentation, you may fax those to me at the number provided below.

Once these issues are resolved, we can move forward with your additional allocation.

Should you have any questions, please feel free to contact me.

Roosevelt Alexander
Volunteer Florida Foundation
Director, Hurricane Relief Fund
Managers of Governor Jeb Bush's Family and Literacy Initiatives

401 S. Monroe Street, Tallahassee, Fl. 32301
ph. (850) 488-0790
fax (850) 921-5146
roosevelt@volunteerflorida.org
(See attached file: Audit Review Seminole.doc)

--***Florida has a very broad Public Records Law. Virtually all written communications to or from State and Local Officials and employees are public records available to the public and media upon request. Seminole County policy does not differentiate between personal and business emails. E-mail sent on the County system will be considered public and will only be withheld from disclosure if deemed confidential pursuant to State Law.***

--***Florida has a very broad Public Records Law. Virtually all written communications to or from State and Local Officials and employees are public records available to the public and media upon request. Seminole County policy does not differentiate between personal and business emails. E-mail sent on the County system will be considered public and will only be withheld from disclosure if deemed confidential pursuant to State Law.***

2005-R-

BUDGET AMENDMENT REQUEST

DFS Recommendation	
B Segal <i>[Signature]</i>	4/8/05
Analyst	Date
<i>[Signature]</i>	4/8/05
Budget Mgr	Date
<i>[Signature]</i>	4/8/05
Director	Date

TO: Seminole County Board of County Commissioners
 FROM: Department of Fiscal Services
 SUBJECT: **Budget Amendment Resolution**
 Department: **Community Services**
 Fund(s): **General Fund**

PURPOSE: Seminole County has been awarded an additional \$35,000.00 in Hurricane Relief Funds from the Volunteer Florida Foundation, Inc.

ACTION: Approval and authorization for the Chairman to execute Budget Amendment Resolution.

In accordance with Section 129.06(2), Florida Statutes, it is recommended that the following accounts in the County budget be adjusted by the amounts set forth herein for the purpose described.

Sources:

Account Number	Project #	Account Title	Amount
00100.337900		Local Grants and Aids	35,000
Total Sources			35,000

Uses:

Account Number	Project #	Account Title	Amount
00100.066900.580830.49		Seminole County Hurricane Relief Fund	35,000
Total Uses			35,000

BUDGET AMENDMENT RESOLUTION

This Resolution, 2005-R-_____ approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida _____ as reflected in the minutes of said meeting.

Attest:

 Maryanne Morse, Clerk to the Board of County Commissioners

By: _____
 Carlton Henley
 Chairman

Date: _____

Date: _____

Entered by County Finance Department

Date: _____