

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: First Amendment to CDBG Agreement with Rescue Outreach Mission

DEPARTMENT: Planning & Development DIVISION: Community Resources

AUTHORIZED BY: Don Fisher *[Signature]* CONTACT: Buddy Balagia *[Signature]* EXT. 7379

Agenda Date <u>07/13/2004</u>	Regular <input type="checkbox"/>	Consent <input checked="" type="checkbox"/>	Work Session <input type="checkbox"/>	Briefing <input type="checkbox"/>
	Public Hearing – 1:30 <input type="checkbox"/>		Public Hearing – 7:00 <input type="checkbox"/>	

MOTION/RECOMMENDATION:

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

(District 5, Commissioner McLain)

BACKGROUND:

On October 28, 2003 the Board executed a Subrecipient Agreement with the Rescue Outreach Mission of Sanford, Inc. (Outreach) to fund architectural design and related expenses to expand the existing men's shelter facility, including the addition of 10 beds and changes to enable Outreach to provide the serving of meals to an additional 50 persons beyond current capacity. Design is currently underway; however, some changes to the Agreement are necessary to provide a more workable design schedule and to allow the County to pay vendors directly upon work completion in lieu of passing the dollars through Outreach.

Staff recommends that the Board execute the First Amendment as requested.

Reviewed by: <i>[Signature]</i>
Co Atty: <i>[Signature]</i>
DFS: <i>[Signature]</i>
Other: <i>[Signature]</i>
DCM: <i>[Signature]</i>
CM: <i>[Signature]</i>
File No. <u>cpdc01</u>

SEMINOLE COUNTY/RESCUE OUTREACH MISSION OF SANFORD, INC.
FIRST AMENDMENT TO THE 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".

WHEREAS, COUNTY and OUTREACH heretofore entered into that certain HUD CDBG Subrecipient Agreement Program Year 2003-2004 (the "Agreement") as approved by the Board of County Commissioners of Seminole County at their regular meeting of October 28, 2003, wherein COUNTY committed to the financing of up to TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) for the costs of engineering, site plans, specifications and bid packages relative to OUTREACH'S Men's Shelter facility in Sanford, Florida; and

WHEREAS, both COUNTY and OUTREACH have determined that the Agreement now requires amendments as to the timing of critical performance and payment dates therein, as well as changes to the Scope of Services described in Exhibit "A" to the Agreement, and attendant changes to the Project Budget description in Exhibit "B" to the Agreement; and

WHEREAS, COUNTY and OUTREACH have also determined that it would be more appropriate for COUNTY to pay the Vendors directly upon proper invoicing for services rendered instead of subsequent reimbursement to OUTREACH for funds expended by it; and

WHEREAS, COUNTY and OUTREACH believe that such changes will best accomplish and further the public purpose of the subject matter of the Agreement to the best interests of the citizens of Seminole County,

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

Section 1. Recitals. The above recitals are true and form a material part of this First Amendment and by virtue of incorporation by reference, the Agreement.

Section 2. Definitions. All capitalized words and terms herein shall have the same meanings and definitions as stated in the Agreement and are incorporated herein by reference.

Section 3. Incorporation. This First Amendment, including the revised Exhibits "A" and "B", attached hereto shall become and integral part of the complete, revised Agreement between COUNTY and OUTREACH.

Section 4. Amendments To Term of Agreement. Section 4 of the Agreement is hereby amended to read as follows:

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

~~Prior to~~ By October 31, 2003

Meet with County Project Manager to review terms of Agreement;

~~Prior to~~ By ^{APRIL 30} ~~March 1,~~ 2004

~~Fifty percent (50%) completion of architectural and construction drawings submitted to COUNTY for review;~~

Completion of architectural design phase, preliminary

site plan, surveys, geotechnical services and preliminary cost estimates

~~Prior to May 31, 2004
By June 30, 2004~~

~~One hundred Fifty percent (50%) completion of final architectural and site engineering construction drawings submitted for review.~~

~~Prior to June 30, 2004
By September 30, 2004~~

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

One Hundred Percent (100%) completion of final design architectural and site engineering drawings, specifications, cost estimates and bid documents.

~~Prior to August 16, 2004~~

~~Complete and submit bid package to the COUNTY;"~~

Section 5. Amendments To Provisions Regarding Payments. Section 5 of the Agreement is hereby amended as follows:

(a) Section 5(a) is hereby amended to provide for direct payment by COUNTY to Vendors instead of by reimbursement to OUTREACH for funds advanced by it and shall henceforth read as follows:

"(a) The COUNTY shall reimburse OUTREACH for funds paid to the contractors, subcontractors and vendors 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" to this Agreement."

(b) Section 5(b) of the Agreement is hereby amended to reflect the receipt of proposals from Vendors instead of bids by virtue of the types

of professional services provided by the Vendors. Accordingly, said paragraph is hereby amended to read as follows:

"(b) The COUNTY has allocated TWENTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$25,000.00) of HUD funds for completion of this Agreement. The COUNTY will ~~pay/reimburse~~ OUTREACH 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 ~~OUTREACH does not require~~ the full amount of TWENTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$25,000.00), as reflected in the ~~bids~~ 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.

(c) Section 5(i) of the Agreement is hereby amended to modify the restrictions on acquisition of real property interests by OUTREACH to insure compliance with Federal statutes and regulations relating to minimizing impacts of displacement of persons that may be caused by such activities and to require advance approval by County of any such acquisition. Section 5(i) shall henceforth read as follows:

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

(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 42 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."

Section 6. Amendment of Section 6(c) of the Agreement. Section 6(c) of the Agreement is hereby amended to give the County discretionary authority for requiring OUTREACH to perform a Phase I environmental or site specific environmental review of its project rather than making it an unconditional obligation. Therefore, Section 6(c) shall henceforth read as follows:

"(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. ~~Nor is OUTREACH released from any environmental pollution that it may cause or have caused~~ 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."

Section 7. Amendments to Exhibit A of the Agreement. Exhibit "A" to the Agreement, "Scope of Services" is hereby amended to include a new paragraph 8 requiring that architectural plans provided by a Vendor to OUTREACH regarding the Men's Shelter shall provide for an additional ten (10) beds and facilities to accommodate the serving of meals to an additional fifty (50) persons beyond current capacity. The revised Exhibit "A" is attached to this First Amendment.

Section 8. Amendments to Exhibit B of the Agreement. Exhibit "B" to the Agreement, "Project Budget" is hereby amended to reflect direct payment to Vendors instead of reimbursement to OUTREACH, and establishing the timing of payments according to three (3) phases of the services provided. The revised Exhibit "B" is attached to this First Amendment.

Section 9. Effect On Prior Agreement. All other terms and provisions of the Agreement and Exhibits C, D, and E thereto which were not amended by this First Amendment shall remain in full force and effect. The amended provisions of this First Amendment together with the remaining unchanged provisions of the Agreement shall constitute the entire understanding of the parties as to the subject matter of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed:

ATTEST:

RESCUE OUTREACH MISSION OF SANFORD, INC.

Bristol Conklin

Oscar Redden

By: ~~Scott Nelson~~ Bristol Conklin
Its: Secretary

By: ~~Oscar Redden~~ Richard Burke
Its: Chairman

(corporate seal)

Date: Feb - 2 - 04

STATE OF FLORIDA)

COUNTY OF _____)

I HEREBY CERTIFY that, on this 5th day of February, 2004, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Richard Burke, as Chairman and Bristol C. Conklin, as Secretary, of RESCUE OUTREACH MISSION OF SANFORD, INC., a non-profit Florida corporation organized under the laws of the State of Florida, who are personally known to me or who have produced _____, _____ as identification. They have acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

Quintin Faison

Print Name _____

Notary Public in and for the County and State Aforementioned

My commission expires: Feb. 5, 2005

QUINTIN FAISON
Notary Public, State of Florida
My comm. exp. Feb. 5, 2005
Comm. No. CC 998975

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by
the Board of County Commissioners

Approved as to form and
legal sufficiency.

at their _____, 2004
regular meeting.

County Attorney

01/21/04

Attachments:

1. Revised Exhibit A - Scope of Services
2. Revised Exhibit B - Project Budget

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- (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>Reimbursement <u>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 dormitory Shelter facility. Such payments shall be made at the following intervals:</u></p> <ol style="list-style-type: none"> <li data-bbox="201 638 1131 726">1. <u>Completion of architectural schematic design, preliminary site plan, surveys, geotechnical services and preliminary cost estimates.</u> <li data-bbox="201 753 1131 814">2. <u>Fifty percent (50%) completion of final architectural, site engineering and construction drawings.</u> <li data-bbox="201 858 1131 919">3. <u>One hundred percent (100%) completion of contracted services.</u> 	<p>\$25,000.00</p>