

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Amendment to Contract 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>7/26/05</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 Contract Amendment to extend the agreement between Volunteer Florida Foundation, Inc. (Hurricane Relief Funds) and Seminole County.

BACKGROUND:

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 has received a total of \$120,000.00 from Volunteer Florida, Inc. and we are currently in the process of funding three community projects previously approved by the board in the attached Funding Agreement. The three approved community projects are the Pace Jackson Cemetery clean-up, the procurement of playground equipment for the United Cerebral Palsy Child Development Center, and the replacement of the east windows on Bram Towers. Our current contract with Volunteer Florida Foundation expired June 30, 2005 and as yet the above mentioned projects have not been completed. The requested amendment will extend the contract date until November 30, 2005 and insure ample time for completion of the funded projects.

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

**Contract Amendment
Between
Volunteer Florida Foundation
And
Seminole County
Agreement 1-HRF-01B**

This Amendment addresses the following changes in the aforementioned contract between Volunteer Florida Foundation (Foundation) and Seminole County (Provider):

Term of Agreement. The term of Agreement is amended to extend the ending date to November 30, 2005 (as compared to the original expiration of June 30, 2005) Final reports are due to the Foundation December 30, 2005.

All other provisions within the Agreement remain in effect.

Provider
Signed by:

Foundation
Signed by:

Signature

Signature

Carlton Henley

Liza McFadden

Chairman
Board of County Commissioners

President

Date

Date

RECEIVED

MAY 05 2005

DIRECTORS OFFICE
COMMUNITY SERVICES

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 or utilize a restricted account for the Designated Funds
- 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:

Of the original allocations from the Hurricane Relief Fund of \$85,000.00, \$36,929.98 has been utilized and reported upon to the Volunteer Florida Foundation. The balance of \$48,070.02 is to be added to the new allocation of \$35,000.00 for a fund balance of \$83,070.02

The Unmet Needs Committee approves the following projects to be funded by these Florida Hurricane Relief Funds.

- 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

Detail of the Un-met Needs Committee to follow:

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

Signed by:

Carlton Henley
Signature

Carlton Henley
Name

Chairman
Title

5-2-05
Date

FOUNDATION

Signed by:

Liza McFadden
Signature

Liza McFadden
Name

President
Title

5/17/05
Date