

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: First Amendment to the 2003-2004 Emergency Shelter Grant (ESG)
Subrecipient Agreement with Seminole County Victim's Rights Coalition, Inc.

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

AUTHORIZED BY: Donald S. Fisher *DSF* **CONTACT:** Robert F. Heenan *RH* **EXT.** 7380

Agenda Date <u>07/27/2004</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 the Chairman to execute the First Amendment to the 2003-2004 Emergency Shelter Grant (ESG) Subrecipient Agreement with Seminole County Victim's Rights Coalition, Inc.

BACKGROUND:

On September 23, 2003 the Board approved execution of an ESG Program funded Subrecipient Agreement with Seminole County Victim's Rights Coalition, Inc. The ESG funds are being used to help off-set operating expenses of the emergency shelter.

There are budgeted/unencumbered 2003-2004 ESG funds in the amount of \$399.00 available for encumbrance to ESG activities.

Staff believes that Seminole County Victim's Rights Coalition, Inc. has effectively performed the services required by the existing Subrecipient Agreement and Staff recommends that the Board execute the attached First Amendment to the existing Subrecipient Agreement with Seminole County Victim's Rights Coalition, Inc. to include the available \$399.00

Reviewed by: <i>[Signature]</i> Co Atty: <i>[Signature]</i> DFS: _____ Other: <i>CC</i> DCM: <i>[Signature]</i> CM: <i>[Signature]</i> File No. <u>cpdc02</u>

FIRST AMENDMENT TO SEMINOLE COUNTY/
SEMINOLE COUNTY VICTIM'S RIGHTS COALITION, INC.
HUD/ESG 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 SEMINOLE COUNTY VICTIM'S RIGHTS COALITION, INC., a Florida non-profit corporation, whose mailing address is 1100 East First Street, Suite 1, Sanford, Florida 32771, hereinafter referred to as "COALITION".

WHEREAS, COALITION and COUNTY previously entered into that certain Seminole County/Seminole County Victim's Right's Coalition, Inc. HUD/ESG Subrecipient Agreement Program Year 2003-2004 dated September 25, 2003 (the "Agreement") wherein COUNTY provided the sum of THIRTY-TWO THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$32,200.00) for HUD approved Emergency Shelter Grant ("ESG") funds; and

WHEREAS, COALITION and COUNTY believe that it is necessary to increase the maintenance and repair portion of the project budget beyond the amount originally provided for in the Agreement; and

WHEREAS, revisions to the level of COUNTY funding requires a formal amendment to the Agreement and Exhibits B and C thereto;

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. Amendment to Recital.

The fourth recital on page 1 of the Agreement is hereby amended to read as follows:

"WHEREAS, the COUNTY has allocated ~~THIRTY-TWO THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$32,200.00)~~ THIRTY-TWO THOUSAND FIVE HUNDRED NINETY NINE AND NO/100 DOLLARS (\$32,599.00) of Emergency Shelter Grants Program (ESG) HUD funds for such services provided by COALITION; and"

Section 2. Amendment to Section 5(b) of the Agreement.

Section 5(b) of the Agreement is hereby amended to read as follows:

"(b) The COUNTY has allocated ~~THIRTY-TWO THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$32,200.00)~~ THIRTY-TWO THOUSAND FIVE HUNDRED NINETY NINE AND NO/100 DOLLARS (\$32,599.00) of HUD funds for completion of this Agreement. The COUNTY will pay/reimburse COALITION for the services rendered under this Agreement up to ~~THIRTY-TWO THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$32,200.00)~~ THIRTY-TWO THOUSAND FIVE HUNDRED NINETY NINE AND NO/100 DOLLARS (\$32,599.00). In the event that COALITION does not require the full amount of ~~THIRTY-TWO THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$32,200.00)~~ as reflected in the bids received and reviewed by both parties to this Agreement, the CD Administrator reserves the right to reallocate such funds to other HUD projects.

Section 3. Amendments to Agreement Exhibit B "Project Budget".

Exhibit B to the Agreement is hereby superseded and replaced by Exhibit B-1 "Amended Project Budget", attached to this First Amendment. Such substitution is for the purpose of revising the project budget to reflect the funding increase of an additional THREE

HUNDRED NINETY NINE AND NO/100 DOLLARS (\$399.00) for maintenance and repairs described in Exhibit B-1.

Section 4. Amendments to Agreement Exhibit C "Request For Payment".

Exhibit C to the Agreement is hereby superseded and replaced by Exhibit C-1 "Amended Request For Payment", attached to this First Amendment. Such substitution is for the purpose of revising that Exhibit to reflect the increase in funding of an additional THREE HUNDRED NINETY NINE AND NO/100 DOLLARS (\$399.00) for maintenance and repairs as described in Exhibit C-1.

Section 5. Effect of First Amendment On Agreement.

All other terms and provisions of the Agreement and Exhibits A, D, and E thereto which are not expressly amended by this First Amendment shall remain in full force and effect. The amended provisions of this First Amendment together with the Exhibits hereto remaining along with the unchanged provisions of the Agreement and its unchanged Exhibits shall constitute the entire understanding of the parties as to the subject matter of the Agreement.

Section 6. Severability of Invalid Provisions. If any one or more of the covenants or provisions of this First Amendment shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this First Amendment and the Agreement, and shall in no way affect the

validity of the remaining covenants or provisions of this First Amendment and the Agreement.

Section 7. Effective Date of First Amendment. This First Amendment shall become effective on the date of execution by both parties hereto.

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

ATTEST:	SEMINOLE COUNTY VICTIM'S RIGHTS COALITION, INC.
By: <u>Alice Barnes</u>	By: <u>Jeanne Gold</u>
Print Name: <u>Alice Barnes</u>	Print Name: <u>Jeanne Gold</u>
	its: <u>Executive Director</u>
	Date: <u>10-21-04</u>

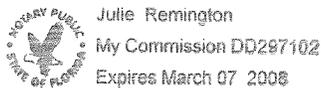
[CORPORATE SEAL]

STATE OF FLORIDA)

COUNTY OF _____)

I HEREBY CERTIFY that, on this 21st day of June, 2004, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Jeanne Gold, as President and Alice Barnes, as WITNESS, of SEMINOLE COUNTY VICTIM'S RIGHTS COALITION, INC., a non-profit 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.

Print Name: Julie Remington
Notary Public in and for the County and State Aforementioned
My commission expires: 8/7/2008



BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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.

Approved as to form and
legal sufficiency.

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

County Attorney

Attachments:

1. Exhibit B-1: Amended Project Budget
2. Exhibit C-1: Amended Request For Payment

EXHIBIT B-1

AMENDED PROJECT BUDGET

Activity	Budget
Reimbursement for the following operating costs:	
Utilities	\$15,400.00
Telephone	\$ 5,300.00
Property Insurance	\$ 9,500.00
Maintenance and Repairs	\$ 2,000.00
	<u>\$ 2,399.00</u>
TOTAL:	\$32,200.00
	<u>\$32,599.00</u>

COALITION may transfer funds between the uses referenced in the chart above, provided that the total expenditures do not exceed ~~\$32,200.00~~ \$32,599.00.

EXHIBIT C-1

AMENDED REQUEST FOR PAYMENT

Subrecipient: SEMINOLE COUNTY VICTIM'S RIGHTS COALITION, INC.

Title of Activity/Project: _____

Vendor Mailing Address: _____

Vendor Contact Person: _____

Vendor Telephone Number: _____

Payment Request No: _____

Operating Expense	Operating Expense Budgeted Amount	Reimbursement request	Source of leverage match funds	Amount of leverage match funds	ESG Funds Paid To Date	Remaining ESG Balance Toward this Operating Expense
Utilities	\$15,400.00					
Telephone	\$ 5,300.00					
Insurance	\$ 9,500.00					
Maintenance /Repairs	\$ 2,000.00 \$ 2,399.00					
TOTAL	\$32,200.00 \$32,599.00					

Attach a copy of all supporting documentation for this Payment Request

Estimated Project/Activity Completion Date: _____

Subrecipient Agreement Required Completion Date: _____

Submitted By: _____ Title: _____

Signature: _____ Date: _____