


**UNILATERAL TERMINATION OF AGREEMENT BETWEEN SEMINOLE COUNTY  
AND RESCUE OUTREACH MISSION OF CENTRAL FLORIDA, INC.  
FUNDING AGREEMENT**

**THIS UNILATERAL TERMINATION OF AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between **RESCUE OUTREACH MISSION OF CENTRAL FLORIDA, INC.**, whose address is 1701 Historic Goldsboro Boulevard, Sanford, Florida 32771, in this Unilateral Termination of Agreement referred to as “SUBRECIPIENT,” and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1<sup>st</sup> Street, Sanford, Florida 32771, in this Unilateral Termination of Agreement referred to as “COUNTY.”

**W I T N E S S E T H:**

**WHEREAS**, on July 24, 2021, COUNTY entered into an agreement (the “Agreement”) with SUBRECIPIENT, which identified  sources of funding that may be available to SUBRECIPIENT contingent on SUBRECIPIENT meeting the criteria specified in the Agreement; and

**WHEREAS**, Section 4(a) of the Agreement contemplates each funding allocation requiring the execution of separate funding agreements by SUBRECIPIENT; and

**WHEREAS**, funding allocations contemplated by the Agreement have either been provided to SUBRECIPIENT or are in the process of being provided to SUBRECIPIENT pursuant to separate funding agreements containing terms and conditions required by the U.S. Department of Housing and Urban Development; and

**WHEREAS**, it is in the best interest of the COUNTY to have one agreement clearly specifying all of the terms and conditions required of SUBRECIPIENT to receive funding allocations contemplated by the Agreement; and

**WHEREAS**, Section 3(a) of the Agreement allows COUNTY to terminate the Agreement with or without cause upon not less than thirty (30) days prior written notice delivered to SUBRECIPIENT; and

**WHEREAS**, by way of this Unilateral Termination of Agreement, COUNTY is hereby terminating the Agreement effective thirty (30) days from the date of execution of this Unilateral Termination of Agreement pursuant to the terms of Section 3(a) referenced above; and

**WHEREAS**, COUNTY will provide SUBRECIPIENT a new agreement for execution incorporating many of the terms and conditions from previous agreements referenced herein, as well as additional terms and conditions,



**NOW, THEREFORE**,

1. The foregoing recitals are true and correct and form a material part of this Unilateral Termination of Agreement.
2. The Agreement is hereby terminated effective thirty (30) days from the date of execution of this Unilateral Termination of Agreement pursuant to Section 3(a) of the Agreement.
3. COUNTY does not owe SUBRECIPIENT any payment under the Agreement.

**IN WITNESS WHEREOF**, the parties have made and executed this Unilateral Termination of Agreement for the purposes stated above.

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

ATTEST:

\_\_\_\_\_  
GRANT MALOY  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
BOB DALLARI, Chairman

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

For the use and reliance  
of Seminole County only.

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

Approved as to form and  
legal sufficiency.

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

RM

10/29/21

T:\Users\rmchugh\Community Services\2021\Termination\Unilateral Termination of ROM Original Agreement.docx

