

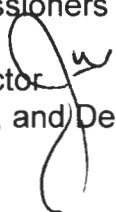


Interoffice Memorandum

**AGENDA ITEM**

August 25, 2020

TO: Mayor Jerry L. Demings  
–AND–  
Board of County Commissioners

FROM: Jon V. Weiss, P.E., Director  
Planning, Environmental, and Development  
Services Department 

**CONTACT PERSON: Mitchell Glasser, Manager  
Housing and Community Development Division  
407-836-5190**

SUBJECT: September 22, 2020 – Consent Item  
Amendment No. 1 to Project Administration Subrecipient  
Agreement - Lighthouse Central Florida, Inc.

On December 3, 2019, Orange County entered into a project administration subrecipient agreement with Lighthouse Central Florida, Inc., a non-profit agency providing vision rehabilitation services to low-income individuals. Lighthouse Central Florida will utilize Community Development Block Grant funds to offer an independent living skills training and vision rehabilitation to low-income seniors who are blind or visually impaired. The COVID-19 pandemic impacted the delivery of services and, as a result, the agency requested to amend the agreement's budget.

The Amendment to Project Administration Subrecipient Agreement revises the Budget and Scope of Work (Exhibit B and Exhibit C). The amendment has been reviewed by the County Attorney's Office as to form. The total amount of the award remains the same at \$50,000.

**ACTION REQUESTED: Approval and execution of Amendment No. 1 to Project Administration Subrecipient Agreement (#2019-6-16) between Orange County, Florida and Lighthouse Central Florida, Inc. regarding the Community Development Block Grant Program FY 2019-2020 [FAIN: B19-UC-12-0003]. All Districts**

JVW:MG  
Attachment

---

**AMENDMENT NO. 1**

*to*

**PROJECT ADMINISTRATION SUBRECIPIENT AGREEMENT (#2019-6-16)**

*between*

**ORANGE COUNTY, FLORIDA**

*and*

**LIGHTHOUSE CENTRAL FLORIDA, INC.**

*regarding*

**THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

**FY 2019-2020**

[FAIN: B19-UC-12-0003]

---

**THIS FIRST AMENDMENT** (“Amendment”) is entered into by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, located at 201 South Rosalind Avenue, Orlando, Florida 32801 (the “County”), on behalf of its Housing and Community Development Division (“Housing”), and **LIGHTHOUSE CENTRAL FLORIDA, INC.**, a not-for-profit corporation organized under the laws of the State of Florida, with its principal office located at 215 East New Hampshire Street, Orlando, Florida 32804 (the “Agency”). The County and Agency may be referred to individually as “party” or collectively as “parties.” The purpose of this Amendment is to amend and modify the terms of the Project Administration Subrecipient Agreement that was entered into by the parties and approved by the Orange County Board of County Commissioners on December 3, 2019 (the “Agreement”).

**RECITALS**

**WHEREAS**, the County and the Agency entered into the Agreement on December 3, 2019 for the specific purpose of providing funds for the independent living skills training and vision rehabilitation to low-income seniors who are blind or visually impaired (the “Services”); and

**WHEREAS**, the Agency provides such Services at their facility located in Orange County, Florida (the “Project”); and

**WHEREAS**, the Agency has requested a revision to the Agreement’s budget and scope of services to add additional budget lines and change the number of program participants; and

**WHEREAS**, the Agency submitted a budget amendment request to add additional budget lines, as well as to revise the number of program participants to be served by the Agency and an explanation for such request to the County in writing, consistent with Article IX, Section 2 of the Agreement; and

**WHEREAS**, the parties desire to amend the Agreement and revise the Budget and Scope of Services, which were attached to the Agreement as Exhibits “B” and “C” respectively, to reflect

changes requested by the Agency and necessary to carry out the Services; and

**WHEREAS**, each of the parties hereby agree to modify the terms of the Agreement as setforth in this Amendment.

**NOW THEREFORE**, in consideration of the mutual covenants and promises set forth in this Amendment, and for other good and valuable consideration, the sufficiency and receipt of which the parties hereby acknowledge, the County and Agency agree as follows:

**Section 1. Recitals.** The above recitals are true and correct and are incorporated herein as a material part of this Amendment.

**Section 2. Definitions.** Any capitalized terms not otherwise defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

**Section 3. Form of Modifications.** Throughout this Amendment, additions to the original language of the Agreement are shown with underlines and deletions are shown with ~~strikethrough~~. Sections of the Agreement not modified in this Amendment shall remain unchanged.

**Section 4. Amendment to Budget, Exhibit B, Budget.** Exhibit B, Budget, is hereby amended as shown on the attached revised **Exhibit B**.

**Section 5. Amendment to Scope of Services.** Exhibit C, Scope of Services, is hereby amended as shown on the attached revised **Exhibit C**.

**Section 6. General Terms.**

A. **Representations and Warranties.** The parties hereby affirm and declare that all representations and warranties contained in the Agreement, and as modified in this Amendment, remain true and correct as of this Amendment's execution date.

B. **No Waiver.** Nothing contained in this Amendment waives any covenant or other default or any event that would become a default with the passage of time or the giving of notice under the Agreement.

C. **Severability.** The provisions of this First Amendment are declared by the parties to be severable. However, the material provisions of this Amendment are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Amendment. Therefore, should any material term, provision, covenant or condition of this Amendment be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from the holding.

D. **Counterparts.** This Amendment may be executed in one or more counterpart copies. Each

counterpart copy shall constitute an agreement and all of the counterpart copies shall constitute one fully executed agreement.

E. **Effective Date, Conflicts, and Full Force.** This Amendment is hereby made a part of the Agreement and shall take effect upon execution by all parties (the “Effective Date”). All provisions in the Agreement, any attachments to the Agreement, or any previous amendments that are in conflict with this Amendment are hereby changed to conform to this Amendment. Except as expressly modified in this Amendment, the Agreement remains intact, unchanged, and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized officials on the dates set forth below.

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

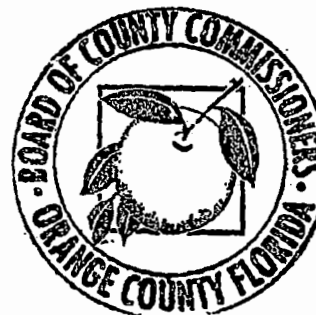
By: *Jerry L. Demings*  
Jerry L. Demings  
for Orange County Mayor

Date: SEP 22 2020

ATTEST: Phil Diamond, CPA, Orange County Comptroller  
As Clerk of the Board of County Commissioners

BY: *Katie Smith*  
Deputy Clerk

Date: SEP 22 2020



[ REMAINING SIGNATURES ON THE FOLLOWING PAGES ]

LIGHTHOUSE CENTRAL FLORIDA, INC.

BY: [Signature]  
Kyle Johnson  
President/CEO

Date: 8/25/2020

ATTEST:  
BY: [Signature]  
Printed Name: Paul Prewitt  
Title: Lighthouse Board Chair

STATE OF FLORIDA  
COUNTY OF ORANGE

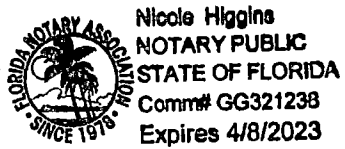
The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 25 day of August 2020, by Kyle Johnson, President/CEO of Lighthouse Central Florida, Inc., a Florida not-profit corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_, as identification.



[Signature]  
Signature of Notary Public  
Nicole Higgins  
Name Printed or Stamped:

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 25 day of August 2020 by Paul Prewitt of Lighthouse Central Florida, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_, as identification.



[Signature]  
Signature of Notary Public  
Nicole Higgins  
Name Printed or Stamped:

**EXHIBIT B  
BUDGET**

**LIGHTHOUSE CENTRAL FLORIDA, INC.  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
GRANT PERIOD October 1, 2019 – September 30, 2020**

<b>Direct Costs</b>	<b>Total Cost</b>
Personnel Costs – Salaries for service delivery personnel and associated costs (payroll taxes)	\$50,000 <u>\$40,314.93</u>
<u>Educational Materials &amp; Program Supplies</u>	<u>\$1,685.07</u>
<u>Insurance</u>	<u>\$2,000.00</u>
<u>Communications</u>	<u>\$3,200.00</u>
<u>Program Software (Licenses)</u>	<u>\$2,800.00</u>
<b>TOTAL BUDGET</b>	<b>\$50,000</b>

**ACTIVITY:** The Agency will utilize CDBG funds to provide vision rehabilitation and independent living skills training to low-income seniors who are blind or visually impaired.

**PROJECTED OUTPUTS/OUTCOMES:** The Agency will provide assistance to ~~seventy (70)~~ thirty (30) unduplicated program participants.

**EXHIBIT C  
SCOPE OF SERVICES**

**LIGHTHOUSE CENTRAL FLORIDA, INC.  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
GRANT PERIOD October 1, 2019 – September 30, 2020**

**OBJECTIVE(S):** To provide residents with sight impairment the skills they need to achieve their full potential to live independently and maintain or improve their quality of life.

**PLANNED ACTIVITIES:** The Agency’s exiting Vision Rehabilitation for Older Blind Program will provide seniors who are blind or visually impaired with independent living skills to allow them to “age in place,” maintaining their home and independence. The staff members will help program participants feel comfortable in their everyday activities to help reduce the need for aid services or assisted living. Activities will include orientation and mobility training, use of accessible technologies, daily living skills, and techniques for utilization of remaining low vision.

**ANTICIPATED OUTPUTS/OUTCOMES:** The Agency will provide assistance to seventy (70) thirty (30) unduplicated program participants during the period starting October 1, 2019 through September 30, 2020.

It is anticipated that the planned activity will result in the following outcomes:

1. Program participants will be able to demonstrate and apply compensatory skills (such as self-advocacy, maintaining well-being, managing the home, and navigating safely to avoid common hazards);
2. Program participants will increase their confidence and ability to interact with family, friends, and the community; and
3. Program participants will maintain the skills for self-care and remain independent in their home, relieving the need for dependence on family or others for support and delaying the need for moving to assisted living.

CDBG Program Funds may not be used to pay for the same costs or Clients funded during the same period by any other County funding and/or other federal sources.

**AGENCY RESPONSIBILITIES:** The agency shall confirm eligibility (Orange County residency, verification of income, or, if applicable, limited clientele eligibility) of each client seeking services that are provided under this Agreement. Evidence of eligibility for the client shall be provided to Orange County upon request. Files for each client shall be kept separately and shall be properly labeled to indicate the funding source.

**TIMELINE:** Projected activities are expected to be carried out during the period starting October 1, 2019 and ending September 30, 2020.

**KEY RESPONSIBLE PERSONNEL:** Ginger Oreskovich, Rehabilitation Manager; Judy Matthews, Certified Vision Rehabilitation Instructor; Brenda Cintron, Independent Living Instructor; Chris Sacca, Vision Rehabilitation Instructor; Craig Marquis, Braille Instructor; Maria



Saavedra; Client Services Coordinator; Ramon Dukes, Vocational Services Instructor; Sharon McDonalds, Employment Services Supervisor; Casey Matthews, Access Technology Specialist; Jeffrey Colon, Access Technology Instructor; and Mike Walsh, VP, Chief Program Officer.

The agency is responsible for making sure that the assigned key personnel are sufficiently trained to perform their duties and responsibilities, as assigned, and knowledgeable about the program requirements. The County shall be notified in a timely manner of key personnel changes. Such notifications shall be submitted in writing.

**RECORDKEEPING:** The agency shall adequately track, manage, and account for grant funds. The agency shall be responsible for maintaining a recordkeeping system which organizes and summarizes transactions in a form that provides the basis to maintain adequate documentation to support all costs charged to this funding source. Additionally, the agency shall incorporate a timekeeping system that identifies employees' time and effort by funding source and maintains documentation of cost allocation.

**BILLING AND PAYMENTS:** The agency shall submit all invoices and/or requests for reimbursement with the required supporting documentation on or before the last business day of each month. Invoices/requests for reimbursement shall contain the following, as applicable: cover letter, invoice (see **Exhibit D**), monthly expenditure report form, programmatic report (see **Exhibit F**), salary support documents and time allocation records, utilities, operational and other expenses, payments to vendors, and other support documents and information.

The agency is responsible for providing a copy of its updated insurance certificate(s) to Orange County and keeping its DUNS number and registration on [www.sam.gov](http://www.sam.gov) current. The agency shall also provide a copy of its new annual audit to Orange County once available.

**POLICIES AND PROCEDURES:** The agency is responsible for reviewing its policies and procedures to ensure that they meet HUD and Office of Management and Budget (OMB) requirements for federal awards. In particular, the agency's policies and procedures shall specify the system of internal controls the agency has in place to meet the requirements of the grant.

**PROGRAM INCOME:** When agency receives fees or donations from clients assisted under the program, these funds shall be listed on the monthly expenditures report form submitted with a request for reimbursement. Additionally, a list of client names and amounts paid or donated should be attached."