

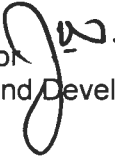


Interoffice Memorandum

AGENDA ITEM

February 24, 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: March 24, 2020 – Consent Item  
Amendment No.1 to Project Administration Agreement (#2018-12-10)  
between Orange County, Florida and Coalition for the Homeless of  
Central Florida, Inc. regarding the Emergency Solutions Grant  
Program – FY 2018-2019

On July 31, 2018, the Board approved Orange County's 2018-2019 Action Plan for housing and community development projects and activities. The Action Plan utilizes some of the Emergency Solutions Grant (ESG) to rapid rehousing and prevention services to homeless populations. Subsequently, several project administration agreements were approved by the Board authorizing funding for the following services:

- February 12, 2019 - Coalition for the Homeless of Central Florida, Inc. to provide rapid rehousing services to qualified homeless households.
- February 26, 2019 - The Salvation Army of Orlando, Florida to provide homeless prevention services to qualified individuals and families.

In December 2019, the Salvation Army of Orlando, Florida notified the County of its intent to terminate the agreement due to challenges associated with meeting certain requirements of the ESG grant. As a result, \$47,065 in ESG funds were unspent.

In order to reallocate the unspent funding, an amendment to the Project Administration Agreement (#2018-12-10) is being entered into between Orange County, Florida and Coalition for the Homeless of Central Florida, Inc., transferring \$47,065 to the Coalition for the Homeless of Central Florida, Inc. for additional rapid re-housing activities, and extending the FY 2018-2019 agreement term from March 31, 2020 to September 30, 2020. This additional funding will provide assistance to an additional five unduplicated households.

Page Two

March 24, 2020 – Consent Item

Amendment No.1 to Project Administration Agreement (#2018-12-10) between Orange County, Florida and Coalition for the Homeless of Central Florida, Inc. regarding the Emergency Solutions Grant Program – FY 2018-2019

The amended agreement has been reviewed by the County Attorney's Office as to form.

**ACTION REQUESTED: Approval and execution of Amendment No. 1 to Project Administration Agreement (#2018-12-10) between Orange County, Florida and Coalition for the Homeless of Central Florida, Inc. regarding the Emergency Solutions Grant Program FY 2018-2019. All Districts**

JWW:MG  
Attachment

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**AMENDMENT NO. 1**  
**To**  
**PROJECT ADMINISTRATION AGREEMENT (#2018-12-10)**  
**Between**  
**ORANGE COUNTY, FLORIDA**  
**And**  
**COALITION FOR THE HOMELESS OF CENTRAL FLORIDA, INC.**  
**Regarding**  
**THE EMERGENCY SOLUTIONS GRANT PROGRAM**  
**FY 2018-2019**

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**THIS FIRST AMENDMENT** (“First 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”) and **COALITION FOR THE HOMELESS OF CENTRAL FLORIDA, INC.**, a qualified not-for-profit corporation organized under the laws of the State of Florida, with its principal office located at 18 North Terry Ave., Orlando, Florida 32801 (the “Agency”). The County and Agency may be referred to individually as “party” or collectively as “parties.” The purpose of this First Amendment is to amend and modify the terms of the Project Administration Agreement that was entered into by the parties and approved by the Orange County Board of County Commissioners on February 12, 2019 for the specific purpose of providing funds for a rapid re-housing program (the “Original Agreement”).

**RECITALS**

**WHEREAS**, the County was awarded a HUD grant under CFDA 14.231 (E18-UC-12-0003) to facilitate the implementation of the Emergency Solutions Grant (hereinafter referred to as “ESG”) Program within Orange County (hereinafter referred to as “ESG Program Funds” or “Program Funds”); and

**WHEREAS**, the County has designated the Orange County Housing and Community Development Division to serve as its authorized designee (“Program Administrator”) in overseeing and managing the delivery of services associated with the Grant; and

**WHEREAS**, the Agency is a private not-for-profit corporation with experience providing rapid re-housing services to the homeless population (collectively hereafter referred to as the “Project”); and

**WHEREAS**, the parties entered into the Original Agreement on February 12, 2019 to ensure the Agency’s compliance with the requirements of the HEARTH Act and HUD regulations, and to secure other covenants and obligations from the Agency regarding the proposed Project and use of Program Funds; and

**WHEREAS**, each of the parties hereby agree to modify the terms of the Original Agreement as set forth in this First Amendment to add additional funds and to extend the term of the Original Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and promises set forth in this First 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 incorporated herein as a material part of this First Amendment.

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

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

**Section 4. Representations and Warranties.** The parties hereby affirm and declare that all representations and warranties contained in the Original Agreement, and as modified in this First Amendment, remain true and correct as of this First Amendment's execution date.

**Section 5. No Waiver.** Nothing contained in this First 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 Original Agreement.

**Section 6. Severability.** The provisions of this First Amendment are declared by the parties to be severable. However, the material provisions of this First Amendment are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this First Amendment. Therefore, should any material term, provision, covenant or condition of this First 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.

**Section 7. Counterparts.** This First Amendment may be executed in one or more counterpart copies. Each counterpart copy shall constitute the First Amendment and all of the counterpart copies shall constitute one fully executed First Amendment.

**Section 8. Amendment to Article V, Funding and Budget Requirements, Section 2. ("Budget"), on Page 7.** Article V, Funding and Budget Requirements, Section 2. ("Budget"), Page 7 of the Agreement is hereby amended as follows:

Section 2. **Budget.**

- 2.1 The County shall pay the Agency an amount up to and not exceeding ~~Forty Nine Thousand Nine Hundred and Seventy Five Dollars (\$49,975)~~ Ninety-Seven Thousand Nine Dollars (\$97,009) from FY 2018-2019 ESG Program Funds; and Thirty Three Thousand Seventy Six Dollars and Eighty Cents (\$33,076.80) from FY 2017-2018 reallocated funds. Such Funds shall be paid in accordance with the Agency's Budget, a copy of which is attached hereto and incorporated by this reference as **Exhibit B**, and all federal, state and local laws, rules, regulations, and orders.

**Section 9.** **Amendment to Article VII, Program and Financial Management Requirements, Section 1. ("Use of Funds"), on Page 10.** Article VII, Program and Financial Requirements, Section 1. ("Use of Funds"), Page 10 of the Agreement is hereby amended as follows:

Section 1. **Use of Funds.**

- 1.6 The Agency shall complete all Project Services contemplated under this Agreement no later than September 30, 2019 ("Project Deadline") for FY 2017-2018 funds and no later than ~~March 31, 2020~~ September 30, 2020 for FY 2018-2019 funds. Any request to extend the Project Deadline shall be in writing and submitted to the Program Administrator no less than forty-five (45) days prior to the established Project Deadline.

**Section 10.** **Amendment to Article IX, Term, Amendments, and Termination, Section 1. ("Term"), on Page 16.** Article IX, Term, Amendments, and Termination, Section 1. ("Term"), Page 16 of the Agreement is hereby amended as follows:

Section 1. **Term.** The term of this Agreement shall be February 1, 2019 through ~~March 31, 2020~~ September 30, 2020. Unless otherwise approved by the County in writing, all Project services for ESG 2017-2018 funds shall be completed by September 30, 2019 and for ESG 2018-2019 funds by ~~March 31, 2020~~ September 30, 2020.

**Section 11.** **Amendment to Exhibit B, Budget, on Page 45.** Exhibit B, Budget, Page 45 of the Agreement is hereby amended as follows:

**EXHIBIT B  
BUDGET**

**COALITION FOR THE HOMELESS OF CENTRAL FLORIDA, INC.  
EMERGENCY SOLUTIONS GRANT (ESG)  
RAPID RE-HOUSING PROGRAM  
GRANT PERIOD February 1, 2019 – ~~March 31, 2020~~ September 30, 2020**

<b>Direct Costs</b>	<b>Total Cost FY 2017-2018</b>	<b>Total Cost FY 2018-2019</b>
<b><i>Direct Services:</i></b>		
Personnel Costs - Case manager(s), <u>Housing Counselor and Supervisor - (no fringe benefits) (salaries &amp; payroll taxes, to include workers compensation, unemployment, Medicare and social security taxes)</u>	\$12,000.00	<del>\$9,000.00</del> <u>\$36,680.00</u>
Travel and Telecommunication	\$1,400.00	<del>\$1,100.00</del> <u>\$1,135.00</u>
<b><i>Financial Services:</i></b>		
Re-Housing Stabilization Financial Assistance <i>(costs associated with housing search, deposits, arrears, application fees, rent assistance, etc.)</i>	\$19,676.80	<del>\$39,875.00</del> <u>\$59,194.00</u>
<b>TOTAL BUDGET</b>	<b>\$33,076.80</b>	<b><del>\$49,975.00</del> <u>\$97,009.00</u></b>
<b>TOTAL ESG PROJECT COST</b>	<b><del>\$83,051.80</del> <u>\$130,085.80</u></b>	

**ACTIVITY:** The Agency will utilize ESG funds to provide rapid re-housing services to homeless individuals and families.

**PROJECTED OUTPUTS/OUTCOMES:** The Agency will provide assistance to a minimum ~~ten (10)~~ **fifteen (15)** unduplicated households.

**MATCHING FUNDS:** The Agency will match funds in the amount of ~~\$83,051.80~~ \$130,085.80.

- ESG funds for FY 2017-2018 in the amount of \$33,076.80 must be matched and utilized prior to September 30, 2019.
- ESG funds for FY 2018-2019 in the amount of ~~\$49,975~~ \$97,009.00 must be matched ~~prior~~ and utilized prior to ~~March 31, 2020~~ September 30, 2020.

**PROGRAM INCOME:** ESG requires that program income be applied to the matching contribution, which represents the non-federal share of the project provided by Coalition for the Homeless of Central Florida, Inc.

**Section 12. Amendment to Exhibit C, Scope of Services, on Page 46.** Exhibit C, Scope of Services, Page 46 of the Agreement is hereby amended as follows:

**EXHIBIT C  
SCOPE OF SERVICES**

**COALITION FOR THE HOMELESS OF CENTRAL FLORIDA, INC.  
EMERGENCY SOLUTIONS GRANT (ESG)  
RAPID RE-HOUSING PROGRAM  
GRANT PERIOD February 1, 2019 – ~~March 31, 2020~~ September 30, 2020**

**OBJECTIVE(S):** To reduce the number of persons entering homeless shelters and divert more households into permanent housing.

**PLANNED ACTIVITIES:** The Agency, through its **Diversion/Rapid Re-housing Program**, will provide qualified homeless individuals/families with services specifically focused on re-housing, combined with services to stabilize the household and maintain stability. Eligible participants may be provided with the following, as applicable to program and the participant's needs:

1. **Rapid Re-Housing Counselor:** services to assist with housing stability in order to eliminate homelessness.
2. **Re-Housing Stabilization Financial Assistance:** *(cost associated with housing search, deposits, application fees, etc.)*

**ANTICIPATED OUTPUTS/OUTCOMES:** The Agency will provide assistance to ~~ten (10)~~ **fifteen (15)** unduplicated households during the period of February 1, 2019 through ~~March 31, 2020~~ September 30, 2020.

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

1. 60% of participants will move into permanent housing (PH) at project exit;
2. 50% of participants will remain in PH for six (6) months;
3. 60% of adult participants will obtain or increase earned income at project exit;
4. 60% of program participants will obtain or maintain cash/non-cash benefits at project exit; and
5. 80% of adult participants who move into PH will continue to receive housing stability case management for three months.

ESG Program Funds may not be used to pay for the same costs 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.

The agency must have policies in place for assessment, prioritization, and reassessment of need for essential services. Additionally, the policies on admission, diversion, referral and discharge procedures, to include standards regarding the length of stay, if any, and safety and shelter needs of special populations, such as victims of domestic violence and individuals and families with the highest barriers to housing who may be likely to be homeless for longer periods, must be clearly described.

**TIMELINE:** Projected activities are expected to be carried out during the period starting February 1, 2019 and ending ~~March 31, 2020~~ September 30, 2020.

**KEY RESPONSIBLE PERSONNEL:** The following staff members will be involved in the programs:

Andrea Alexander, Housing Counselor; ~~Annie Long, Accountant;~~ Carmen Horne, Rapid Re-Housing Counselor; ~~Colleen Nyugen, two (2) vacant positions,~~ Housing Counselor; ~~Daune Brittlebank, Vice President of Program Services;~~ ~~Donna Horton Robinson, Senior Director of Case Management;~~ Henry Thomas, Housing Counselor; Joselyn Cobb, Diversion Receptionist; ~~Patricia Holliday, Housing Counselor;~~ ~~Precious Thomas,~~ Diane Matos, Diversion Assistant; Jessica Costa, Housing Counselor; ~~and Stefanie Bonilla, Diversion Program Manager~~ Lilliam Andino, Accounting Manager; Karem Urena, Diversion/Intake Program Manager; Maria Cruz, Director of Case Management Service; and Allison Krall, COO.

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 the month following the month during which Project services were provided. Invoices/requests for reimbursement shall contain the following, as applicable: cover letter, invoice (see **Exhibit D**), monthly expenditure report form, programmatic report (see **Exhibit G**), salary support documents and time allocation records, utilities, operational and other expenses, payments to vendors, and other support documents and information.

To satisfy the ESG matching requirement, the Agency must provide the support documentation indicating the source(s) of match, stating specific amounts (when various matching sources are being used) and showing how the matching funds are being spent.

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.

**Section 10. Effective Date, Conflicts, and Full Force.** This First 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 First Amendment are hereby changed to conform to this First Amendment. Except as expressly modified in this First Amendment, the Agreement remains intact, unchanged, and in full force and effect.

[ SIGNATURES ON FOLLOWING PAGES ]

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

**ORANGE COUNTY, FLORIDA**

By: Board of County Commissioners

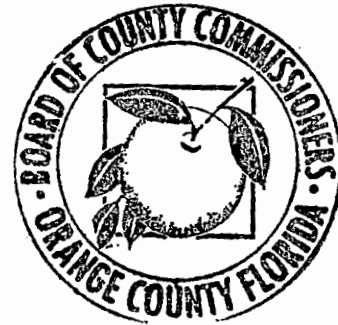
By: *Jerry L. Demings*  
for Jerry L. Demings  
Orange County Mayor

Date: MAR 24 2020

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

BY: *Katie Smith*  
Deputy Clerk

Date: MAR 24 2020



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[REMAINING SIGNATURES ON THE FOLLOWING PAGES]

COALITION FOR THE HOMELESS OF CENTRAL FLORIDA, INC.

BY: [Signature]  
John Hearn  
President/CEO

Date: 2-28-20

ATTEST:

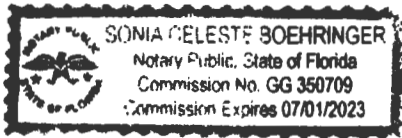
BY: [Signature]

Printed Name: Lillian Andino

Title: Accounting Manager

STATE OF FLORIDA  
COUNTY OF ORANGE

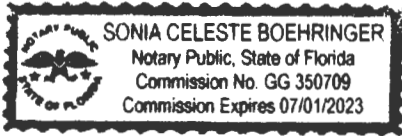
The aforesaid instrument was acknowledged before me on the 28 day of February 2020 by John Hearn, President/CEO of Coalition for the Homeless of Central Florida, Inc., a Florida not-profit corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_, as identification.



[Signature]  
Signature of Notary Public  
Sonia Boehringer  
Name Printed or Stamped:

STATE OF FLORIDA  
COUNTY OF ORANGE

The aforesaid instrument was acknowledged before me on the 28 day of February 2020 by Lillian Andino of Coalition for the Homeless of 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  
Sonia Boehringer  
Name Printed or Stamped: