



Interoffice Memorandum

AGENDA ITEM

April 19, 2021

TO: Mayor Jerry L. Demings
–AND–
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: May 18, 2021 – Consent Item
Amendment Number 1 to Project Administration Subrecipient
Agreement

On December 15, 2020, the Board approved a Project Administration Subrecipient Agreement with Catholic Charities of Central Florida, Inc., consistent with Orange County's 2020-2021 Action Plan for housing and community development activities. The agency was awarded \$100,000 in FY 2020-2021 Emergency Solutions Grant (ESG) funds for provision of rapid re-housing services to qualified homeless individuals and families. The agency is on track for expending awarded funds prior to September 30, 2021, the agreement end date.

The proposed amendment awards the agency an additional \$60,000 in FY 2019-2020 ESG funds, for a total of \$160,000 to be expended on rapid re-housing activities. The funds were originally awarded to The Salvation Army in FY 2019-2020 Action Plan. Due to difficulties associated with meeting federal requirements of the grant, The Salvation Army chose not to enter into an agreement with Orange County. If funds remain unallocated, they will expire on September 30, 2021.

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

ACTION REQUESTED: Approval and execution of Amendment No. 1 to Project Administration Subrecipient Agreement (#2020-12-05) Between Orange County, Florida and Catholic Charities of Central Florida, Inc. Regarding the Emergency Solutions Grant Program FY 2020-2021. All Districts

JVW:MG
Attachment

AMENDMENT NO. 1
To
PROJECT ADMINISTRATION SUBRECIPIENT AGREEMENT (#2020-12-05)
Between
ORANGE COUNTY, FLORIDA
And
CATHOLIC CHARITIES OF CENTRAL FLORIDA, INC.
Regarding
THE EMERGENCY SOLUTIONS GRANT PROGRAM
FY 2020-2021

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") and **CATHOLIC CHARITIES 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 1819 N. Semoran Blvd., Orlando, Florida 32807 (the "Agency").

RECITALS

WHEREAS, the County was awarded a HUD grant under CFDA 14.231 (E20-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 County and the Agency entered into the Project Administration Subrecipient Agreement on December 15, 2020 for the specific purpose of providing funds for a rapid re-housing program (the "Agreement"); 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 Agreement on December 15, 2020 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 Agreement as set forth in this Amendment to add additional funds in the amount of \$60,000 from FY 2019-2020 ESG Program Funds and to modify the Budget and Scope of Services set forth in the Agreement.

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. Purpose. The purpose of this Amendment is to amend and modify the terms of the Agreement that was entered into by the parties and approved by the Orange County Board of County Commissioners on December 15, 2020.

Section 4. Amendments. 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. The Agreement is hereby amended as followed:

A. **Exhibit B (“Budget”)** is amended as shown in the **Revised Exhibit B** attached to this Amendment.

B. **Exhibit C (“Scope of Services”)** is amended as shown in the **Revised Exhibit C** attached to this Amendment.

C. **Exhibit Q (“Requirements for Pass-through Entities (Checklist)”)** is amended as shown in the **Revised Exhibit Q** attached to this Amendment.

Section 5. 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 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.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

ORANGE COUNTY, FLORIDA
BY: Orange County Board of County Commissioners

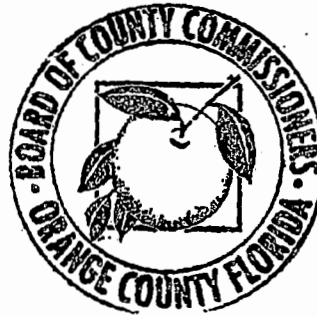
BY: Jerry L. Demings
Jerry L. Demings
for Orange County Mayor

Date: MAY 18 2021

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

BY: Katie Smith
Deputy Clerk

Date: MAY 18 2021



[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[REMAINING SIGNATURES ON THE FOLLOWING PAGES]

BY: CATHOLIC CHARITIES OF CENTRAL FLORIDA, INC.

Signature Gary Tester
Printed Name Gary Tester
Official Capacity President
Date 4-15-2021

Signature David J. Ell
Printed Name David J. Ell
Official Capacity Board Chairman or Authorized Representative
Date 4-15-2021

NOTARY:

STATE OF FL
COUNTY OF Orange ss:

The foregoing instrument was acknowledged before me by means of physical presence, or online notarization, this 15 day of April, 2021, by Gary Tester, in their official capacity as President for the Agency.

- Personally Known; OR
- Produced Identification.

Type of identification produced: _____
[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

NOTARY:

STATE OF FL
COUNTY OF Orange ss:

The foregoing instrument was acknowledged before me by means of physical presence, or online notarization, this 15 day of April, 2021, by DAVID ELL, in their official capacity as the Board Chairman or Authorized Representative for the Agency.

- Personally Known; OR
- Produced Identification.

Type of identification produced: _____
[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

Martha Hernandez
Notary Public
My Commission Expires: 4-4-2024

Martha Hernandez
Notary Public
My Commission Expires: 4-4-2024

Martha Hernandez
(Printed, typed or stamped commissioned name of Notary Public)

Martha Hernandez
(Printed, typed or stamped commissioned name of Notary Public)



**REVISED EXHIBIT B
BUDGET**

**CATHOLIC CHARITIES OF CENTRAL FLORIDA, INC.
EMERGENCY SOLUTIONS GRANT (ESG)
GRANT PERIOD October 1, 2020 – September 30, 2021**

Direct Costs	Total Cost FY 2020-2021	Total Cost FY 2019-2020	Total Project Cost
Direct Services: Personnel Costs – Salaries of service delivery personnel and associated costs (payroll taxes)	\$30,000	<u>\$6,000</u>	<u>\$36,000</u>
Financial Services: Re-Housing Rental Assistance (partial rent payments, arrears)	\$32,327	<u>\$42,000</u>	<u>\$74,327</u>
Re-Housing Stabilization Financial Assistance (costs associated with housing search, deposits, application fees, etc.)	\$37,673	<u>\$12,000</u>	<u>\$49,673</u>
TOTAL BUDGET	\$100,000	<u>\$60,000</u>	<u>\$160,000</u>
<u>TOTAL ESG PROJECT COST</u>	<u>\$160,000</u>		

ACTIVITY: Catholic Charities of Central Florida, Inc. will utilize ESG funds to provide rapid re-housing and housing stabilization services to qualified homeless individuals and families.

PROJECTED OUTPUTS/OUTCOMES: The Agency will provide assistance ~~twenty (20)~~ thirty (30) unduplicated households (approximately ~~50~~ 75 individuals).

MATCHING FUNDS: Match funds in the amount of ~~\$100,000~~ \$160,000 are expected to come from private funds.

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

**REVISED EXHIBIT C
SCOPE OF SERVICES**

**CATHOLIC CHARITIES OF CENTRAL FLORIDA, INC.
EMERGENCY SOLUTIONS GRANT (ESG)
GRANT PERIOD October 1, 2020 – September 30, 2021**

OBJECTIVE(S): To remove barriers to stability by providing stabilization and re-housing services to Orange County families who meet the income guidelines and are homeless.

PLANNED ACTIVITIES: The Agency, through its Family Stability 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. Referrals into the Program will be conducted utilizing the Coordinated Entry System (CES). Eligible participants may be provided with the following, as applicable to program and the participant's needs:

1. **Short- and Medium-Term Rental Assistance** (tenant-based) and **Rental Arrears** (one-time payment);
2. **Housing Relocation and Stabilization Services:**
 - a. Financial Assistance Costs: (rental application fees, security deposits, last month's rent, utility deposits, utility payments, moving costs)
 - b. Services Costs: (housing stability case management, housing search and placement, other services as approved by the County)

ANTICIPATED OUTPUTS/OUTCOMES: The Agency will provide assistance to ~~twenty (20)~~ **thirty (30)** unduplicated households (approximately ~~50~~ **75** individuals) during the period of October 1, 2020 through September 30, 2021.

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

1. 70% of program participants will stabilize in permanent housing and will be able to regain self-sufficiency through the access of benefits and increasing earned income;
2. 75% of program participants will secure permanent housing within 30 days of Rapid Re-housing assessment completion, unless the family does not approve of the identified units or are denied by landlords; and
3. 100% of program participants will gain insight into issues that are preventing them from stabilizing, and will learn life skills, budgeting, and self-advocacy.

ESG 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.

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 October 1, 2020 and ending September 30, 2021.

LOCATION(S): 1819 North Semoran Blvd., Orlando, FL 32807.

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

Emma Peña, Program Director for Family Stability; Shenika Frett, Family Stability Housing Case Manager.

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 G**), 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 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.

CRITERIA	REVISED EXHIBIT Q REQUIREMENT FOR PASS-THROUGH ENTITIES (CHECKLIST)	SUBRECIPIENT INFORMATION
2 CFR 200.331 (a) (i)	Subrecipient name (which must match registered name in DUNS)	Catholic Charities of Central Florida, Inc.
(a) (ii)	Subrecipient's DUNS number (see 200.32 Data Universal Numbering system (DUNS) number	013577143
(a) (iii)	Federal Award Identification Number (FAIN)	59-1214353
(a) (iv)	Federal Award Date (see §200.39 Federal award date)	October 15, 2020
(a) (v)	Subaward Period of Performance Start and End Date	October 1, 2020 - September 30, 2021
(a) (vi)	Amount of Federal Funds Obligated by this action	\$100,000 <u>\$160,000</u>
(a) (vii)	Total Amount of Federal Funds Obligated to the subrecipient	\$100,000 <u>\$537,675</u>
(a) (viii)	Total Amount of the Federal Award	\$587,025
(a) (ix)	Federal award project description, as required to be responsive to the federal Funding Accountability and Transparency Act (FFATA)	Provision of rapid re-housing services for homeless individuals and families
(a) (x)	Name of Federal awarding agency, pass-through entity, and contact information for awarding official	U.S. Department of Housing and Urban Development; Pass through entity: Orange County; Contact: Mitchell Glasser, 407-836-5190
(a) (xi)	CFDA Number and Name; the pass-through entity must identify dollar amount made available under each Federal award and the CFDA number at time of disbursement	14.231 Emergency Solutions Grant
(a) (xii)	Identification of whether the award is R&D	No
(a) (xiii)	Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs)	No Indirect Costs charged in this Agreement
(a) (2)	All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.	Yes, Exhibit A
(a) (3)	Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports	Yes, Exhibits B, C, D, E, F, G, H, I, J, K, L, M
(a) (4)	An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the	Yes, Article VII, Section 2, Paragraph 2.3 (I) of Agreement

	subrecipient (in compliance with this part), or a de Minimis indirect cost rate as defined in §200.414 Indirect (F&A) costs, paragraph (f) of this part.	
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(a) (5)	A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part	Yes, Article IV, Section 1 of Agreement
(a) (6)	Appropriate terms and conditions concerning closeout of the subaward	Yes, Exhibit A of Agreement

OTHER SUBAWARD/SUB-RECIPIENT FEDERAL AWARD REQUIREMENTS

a)	Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:
(1)	The subrecipient's prior experience with the same or similar subawards;
(2)	The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audits of this part, and the extent to which the same or similar subaward has been audited as a major program;
(3)	Whether the subrecipient has new personnel or new or substantially changed systems; and
(4)	The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).
(b)	Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in §200.207 Specific conditions.
(c)	Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:
(1)	Reviewing financial and performance reports required by the pass-through entity.
(2)	Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
(3)	Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521 Management decision.
(d)	Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:

(1)	Providing Subrecipient's with training and technical assistance on program-related matters; and
(2)	Performing on-site reviews of the subrecipient's program operations;
(3)	Arranging for agreed-upon-procedures engagements as described in §200.425 Audit services.
(d)	Verify that every subrecipient is audited as required by Subpart F—Audits of this part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.
(f)	Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.
(g)	Consider taking enforcement action against noncompliant subrecipients as described in §200.338 Remedies for noncompliance of this part and in program regulations.
[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]	

Name of Reviewer: _____
Signature: *Nancy Sharifi*
Title: *[Signature]*
Manager (or Designee)
Orange County Housing and Community Development