

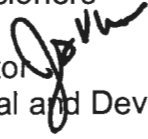


Interoffice Memorandum

AGENDA ITEM

May 26, 2017

TO: Mayor Teresa Jacobs
—AND—
Board of County Commissioners

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

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

SUBJECT: June 20, 2017 – Consent Item
First Amendment to Project Administration Agreement

On November 15, 2016, the Board of County Commissioners approved an Emergency Solutions Grant (ESG) Agreement between Orange County and Homeless Services Network of Central Florida, Inc. (HSN). Orange County partnered with HSN to facilitate maintenance and administration of the Homeless Management Information System (HMIS) and ensure provision of technical assistance and support for data collection and reporting requirements, as mandated by the ESG.

Staff would like to amend the Agreement to modify the budget line items and allow Orange County to reimburse HSN for personnel expenses for HMIS service delivery staff, as shown in the revised Budget.

ACTION REQUESTED: Approval and execution of First Amendment to Project Administration Agreement (#2016-15-06) between Orange County, Florida and Homeless Services Network of Central Florida, Inc. Regarding the Emergency Solutions Grant Program FY 2016-2017 to modify the budget line items in the agreement. All Districts

JVW:MG

Attachments

BCC Mtg. Date: June 20, 2017

FIRST AMENDMENT
To
PROJECT ADMINISTRATION AGREEMENT (#2016-15-06)
Between
ORANGE COUNTY, FLORIDA
And
HOMELESS SERVICES NETWORK OF CENTRAL FLORIDA, INC.
Regarding
THE EMERGENCY SOLUTIONS GRANT PROGRAM
FY 2016-2017

THIS FIRST AMENDMENT TO PROJECT ADMINISTRATION AGREEMENT ("First Amendment") amends and modifies that certain Project Administration Agreement ("Agreement"), dated as of November 15, 2016, made and entered into by and between Orange County, Florida, a charter county and political subdivision of the State of Florida, (hereinafter "County" or "Grantee") and Homeless Services Network of Central Florida, Inc., a qualified not-for-profit corporation registered under the laws of the State of Florida (hereinafter "Agency").

RECITALS

WHEREAS, the County and the Agency have entered into the Agreement relating to the administration and maintenance of the Homeless Services Information System ("HMIS"), a statistical database designed to collect certain demographic information relative to homeless services in the Central Florida area; and

WHEREAS, the parties now desire to amend the Agreement to modify provisions of the Agreement related to payment methods and revise **Exhibit B** ("Budget") of the original agreement; and

WHEREAS, pursuant to Article XV. Section 1. of the Agreement, any changes to the Agreement shall be made in writing and approved by both parties; and

WHEREAS, each of the parties agree to such modification as set forth herein.

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

1. **Recitals; Defined Terms; Form of Amendments.** The recitals set forth above are incorporated herein and made a part of this First Amendment. Any capitalized terms not otherwise defined herein shall have the meanings assigned to such terms in the Agreement. Throughout this First Amendment, additions to the original language of the Agreement are shown with underline and deletions are shown with ~~strike through~~. Section of the Agreement not modified herein shall remain unchanged.

2. **Representations, Warranties and Covenants.** The County, and the Agency each hereby affirm and declare that all representations and warranties contained in the Agreement, and as modified herein, remain true and correct as of the date hereof and that each of them have been and remain in compliance with all covenants set forth in the Agreement.

3. **Amendment to Article V. Section 2. Payment Methods.**

- 2.1 Reimbursement invoices shall be submitted on a ~~monthly~~ quarterly basis. All expenses shall require necessary supporting documentation and provide sufficient detail to verify and validate that the expenses were incurred.
- 2.3 The completed invoice shall include a copy of the approved annual budget, ~~current month~~ requested expenditures, and copies of invoices with documentation evidencing proof of payment.
- 2.4 Specific issues relating to the invoice/payment under this Agreement shall be more specifically described in the ~~Budget (Exhibit B)~~ Exhibit B, "Revised Budget".

4. **Agreement.** Other than as expressly set forth herein, the Agreement shall remain in full force and effect and no modifications are made thereto.

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 Agreement.

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

7. **Applicable Law and Venue.** The Agency shall abide by all federal and State laws, rules and regulations dealing with the Project, whether presently existing or hereafter enacted or promulgated. The Agency shall comply with all ESG Program requirements, HUD regulations, and all federal regulations and policies issued pursuant to these regulations, whether or not they are set forth herein. The Agency shall also comply with all other applicable State and local statutes, ordinances, rules and regulations including, but not limited to, all applicable provisions of the Orange County Code. The Agency agrees to utilize the Funds under this Agreement to supplement rather than supplant funds otherwise available. All claims, controversies, or disputes arising out of this First Amendment shall be settled as required by the provisions of this Agreement or by law in the Ninth Judicial Circuit, Orange County, Florida.

8. **Execution in Counterparts.** This First Amendment may be executed in separate counterparts, all of which taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto 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:

Teresa Jacobs
Orange County Mayor

DATE:

6.20.17

ATTEST:

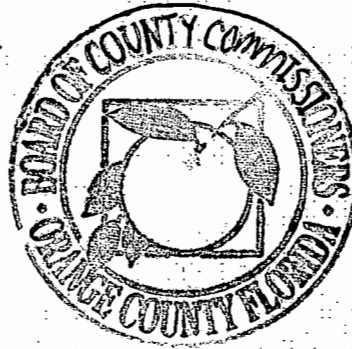
Phil Diamond, CPA, Orange County Comptroller
As Clerk of the Board of County Commissioners

BY:

Katie Smith
Deputy Clerk

DATE:

6.20.17



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[REMAINING SIGNATURES ON THE FOLLOWING PAGES]

BY: HOMELESS SERVICES NETWORK OF CENTRAL FLORIDA, INC.

Martha Are
Martha Are
TITLE: Executive Director

AND
BY: Andrew Thomas
Board Chairman or Authorized Representative
ANDREW THOMAS
(Print or Type Name)

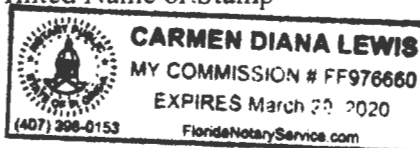
STATE OF Florida
COUNTY OF Orange

Personally appeared before me, the undersigned authority, Martha Are, well known to me and known by me to be the Executive Director of Homeless Services Network of Central Florida, Inc., and acknowledged before me that he/she was duly authorized so to do. He/she is personally known to me or has produced FL IDL as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of May, 2017.

Carmen Diana Lewis
Notary Public
My Commission Expires: 3/29/2020
Carmen Diana Lewis
Printed Name or Stamp

STATE OF FLORIDA
COUNTY OF Seminole



Personally appeared before me, the undersigned authority, Andrew Thomas, well known to me and known by me to be the Board Chairman or Authorized Representative of Homeless Services Network of Central Florida, Inc., and acknowledged before me that he/she was duly authorized so to do. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 18th day of May, 2017.

Nicole S. Osburn
Notary Public
My Commission Expires: 11/24/17
NICOLE S. OSBURN
Printed Name or Stamp

EXHIBIT B
REVISED BUDGET

HOMELESS SERVICES NETWORK OF CENTRAL FLORIDA, INC.
EMERGENCY SOLUTIONS GRANT (ESG)
GRANT PERIOD October 1, 2016 – September 30, 2017

Line Items	Total Cost
Monthly HMIS Reports (12 reports at \$1,000 per report)	\$12,000
HMIS User/Agency Training Sessions (4 sessions at \$750 per session)	\$3,000
<u>Personnel – salaries for service delivery</u> <u>personnel (partial salaries of HMIS</u> <u>support staff) and associated costs</u> <u>(payroll taxes)</u>	<u>\$15,000</u>
TOTAL BUDGET	\$15,000

ACTIVITY: The Agency will utilize ESG funds to maintain and administer the Homeless Management Information System (HMIS) and to provide technical assistance and support for data collection and reporting requirements from the HMIS, as mandated by the ESG.

PROJECTED OUTPUTS/OUTCOMES: The Agency will produce twelve (12) monthly HMIS reports and provide a minimum of four (4) technical assistance sessions to the County ESG funded agencies, in addition to any on-going routine technical support, information sessions, and/or training.

MATCHING FUNDS: Match funds in the amount of \$15,000 are expected to come from various fees.

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