

**FIRST AMENDMENT TO AGREEMENT BETWEEN SEMINOLE COUNTY AND
RESCUE OUTREACH MISSION OF CENTRAL FLORIDA, INC.
FOR AMERICAN RESCUE PLAN ACT FUNDING**

THIS FIRST AMENDMENT is made and entered into this ____ day of _____, 20____, and is to that certain Agreement made and entered into on the 14th day of December, 2021, between **RESCUE OUTREACH MISSION OF CENTRAL FLORIDA, INC.**, whose address is 1701 Historic Goldsboro Boulevard, Sanford, Florida 32771, in this Amendment 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. 1st Street, Sanford, Florida 32771, in this Amendment referred to as “COUNTY”.

W I T N E S S E T H:

WHEREAS, SUBRECIPIENT and COUNTY entered into the above referenced Agreement on December 14, 2021 for COUNTY to provide SUBRECIPIENT funding for eligible expenditures under the ARPA, Treasury regulations, and/or Treasury guidance, as further specified in the Agreement; and

WHEREAS, the parties desire to amend the Agreement and to enable both parties to continue to enjoy the mutual benefits the Agreement provides; and

WHEREAS, Section 26 of the Agreement provides that any amendments will be valid only when expressed in writing and duly signed by the parties.

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained in this Amendment, the parties agree to amend the Agreement as follows:

1. Section 4 of the Agreement is amended to read as follows:

Section 4. American Rescue Plan Act Funding.

(a) SUBRECIPIENT may expend Funds authorized by this Agreement only for allowable costs resulting from obligations incurred during the Expenditure Period.

(b) Upon receipt and approval of reporting documentation and an invoice specified in Section 20, Reports and Invoices, COUNTY will provide Funds to SUBRECIPIENT in an amount not-to-exceed TWO MILLION EIGHT HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$2,850,000.00) under this Agreement. SUBRECIPIENT acknowledges that prior to the execution of this Agreement, COUNTY has provided SUBRECIPIENT Funds, as part of the not-to-exceed amount referenced above, in an amount of FORTY-THREE THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$43,750.00) and as a result, SUBRECIPIENT agrees to comply with all of the terms and conditions specified in this Agreement for use of the Funds. COUNTY will provide SUBRECIPIENT Funds in a maximum of twenty-four (24) installments total. In COUNTY's sole discretion, each installment will be provided by the 15th of the following month during the Expenditure Period. On or about January 1, 2022, COUNTY may, in COUNTY's sole discretion, elect to advance to SUBRECIPIENT an amount not-to-exceed TWO HUNDRED SIX THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$206,250.00) only for the first installment, to be used in accordance with and as part of the amount specified in this Section 4 of the Agreement.

(c) SUBRECIPIENT must submit to COUNTY for approval reporting documentation and an invoice, specified in Section 20, Reports and Invoices, to account for expenditures incurred, if any, during each month of the Expenditure Period, as specifically authorized under this Agreement. If approved by COUNTY, COUNTY will provide SUBRECIPIENT an amount equal to the expenditures incurred for the month during the Expenditure Period, but in no event will

SUBRECIPIENT receive an amount greater than the not-to-exceed amount of TWO MILLION EIGHT HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$2,850,000.00) under this Agreement, even if considered an allowable use of Funds under this Agreement.

(d) SUBRECIPIENT may only use Funds provided by COUNTY under this Agreement, as further specified in Exhibit E – Scope of Services, attached to and incorporated in this Agreement.

(e) As the COUNTY has a great deal of responsibility in the prudent expenditure and accounting of Funds, as authorized and required by the Federal Government, SUBRECIPIENT's board members and officers must be free from convictions of any fraud or financial crimes, such as embezzlement, theft, forgery, bribery, falsification or destruction of records, misuse or misappropriation of funds. COUNTY holds non-profit organizations within Seminole County to a high standard as non-profit organizations have been instrumental in providing services to those most affected in the community as a result of the COVID-19 pandemic.

(f) SUBRECIPIENT must competitively procure goods and services in the manner outlined in Exhibit J – Competitive Procurement Requirements, attached to and incorporated in this Agreement, and in addition, SUBRECIPIENT must procure goods and services from sources that do not have any conflicts of interest with SUBRECIPIENT. Conflicts of interest may arise when SUBRECIPIENT, its board members, employees, officers, directors, volunteers, or agents of the organization have a financial, family, or any other beneficial interest in the vendor selected or considered for an award.

(g) SUBRECEIPIENT must expend Funds during the Expenditure Period and may not use Funds at any point during the Expenditure Period for contingency, "rainy day," or similar reserves.

(h) SUBRECIPIENT acknowledges that certain municipalities within Seminole County may contribute Funds to COUNTY's ARPA programs, including those related to homelessness diversion and in support of other subrecipient and non-profit organizations; however, SUBRECIPIENT is not entitled to any additional Funds beyond those specified in this Agreement, in COUNTY's sole discretion.

(i) The COUNTY's performance and obligation to pay under this Agreement is contingent upon an appropriation by the Federal Government, and is subject to any modification, including withholding all or part of the Funds, in COUNTY's sole discretion. For the avoidance of doubt, there is no guarantee that SUBRECIPIENT may receive all or part of the Funds specified under this Agreement.

(j) If the SUBRECIPIENT receives additional grant funding from any government entity for allowable expenditures specified in this Agreement, then SUBRECIPIENT must notify the COUNTY pursuant to Section 14, Notice, prior to the receipt of such funding.

(k) SUBRECIPIENT may not obtain or incur a duplication of benefits from any other governmental entity, including COUNTY.

2. Section 5 of the Agreement is amended to read as follows:

Section 5. Conditions of Agreement. As conditions under this Agreement, SUBRECIPIENT during the Term must:

(a) use Funds to provide emergency shelter facilities in Seminole County and homelessness diversion services to homeless citizens who have been entered into the HMIS system.

(b) maintain responsible management oversight to include a rotating Board of Directors and Committees that are actively involved in the governance and development of funds for SUBRECIPIENT.

(1) make SUBRECIPIENT's Board of Directors and other meetings accessible to COUNTY.

(2) permit COUNTY to appoint one (1) member to the SUBRECIPIENT's Board of Directors. COUNTY's appointee must be a designated member of the Executive Committee of the SUBRECIPIENT's Board of Directors and must have full voting rights at both the Board of Director and Executive Committee levels.

(A) immediately seat COUNTY's appointee upon notification by COUNTY to SUBRECIPIENT.

(B) maintain COUNTY's appointee as a member of SUBRECIPIENT's Board of Directors.

(C) allow COUNTY to rotate appointees, in COUNTY's sole discretion.

(c) maintain occupancy of at least eighty percent (80%) of the Board of Director seats designated in SUBRECIPIENT's bylaws.

(d) maintain a competent and qualified Executive Director, approved by SUBRECIPIENT's Board of Directors.

(e) make good-faith efforts to ensure that at least eighty-five percent (85%) of the SUBRECIPIENT's occupancy is comprised of residents of Seminole County. If SUBRECIPIENT has demonstrated good-faith efforts to comply with this provision, failure to meet this requirement will not be considered a default under this Agreement.

(1) ensure residents of Seminole County get priority placement within the shelter upon arrival.

(f) keep HMIS data updated in a timely and accurate manner.

(g) intentionally left blank.

(h) provide adequate case management services for residents in the shelter, who are not enrolled in a housing program.

(i) comply with SUBRECIPIENT's bylaws.

(j) keep SUBRECIPIENT's facilities in good repair and meet all Florida Building Codes.

(k) notify COUNTY, in writing, within seven (7) days of any formal grievance and/or complaints filed by residents or employees. This information is to be provided for situational awareness purposes and does not enjoin COUNTY as a party to any grievance or complaint.

(l) maintain financial solvency and viably operate as an emergency homelessness shelter.

(m) prior to receiving any Funds under this Agreement, SUBRECIPIENT must execute corrective mortgage deeds and promissory notes, prepared by COUNTY in a manner that properly serves as security for compliance with this Agreement, for the following properties:

(1) 1703 Historic Goldsboro Blvd., Sanford, FL 32771

(2) 1600 Historic Goldsboro Blvd., Sanford, FL 32771

(3) 1604 W. 13th Pl., Sanford, FL 32771

SUBRECIPIENT acknowledges that on or about April 24, 2013, SUBRECIPIENT has executed mortgage deed, promissory note, and restrictive use covenant documents in favor of COUNTY for the properties located at 1701 Historic Goldsboro Boulevard, Sanford, Florida

32771 and 1625 Historic Goldsboro Boulevard, Sanford, Florida 32771 (both referred to as “Properties”). As such, the Properties are subject to the terms and conditions of the Developer Agreement entered into between COUNTY and SUBRECIPIENT on or about April 2, 2013.

(n) immediately report, in writing, to COUNTY any legal, financial, or organizational matters or major changes in programs or budgets that impact SUBRECIPIENT’s ability to operate or deliver services, and SUBRECIPIENT’s plan to remedy such impacts.

(o) diligently seek new funding sources and furnish COUNTY quarterly reports, as specified in Section 20, Reports and Invoices.

(p) recognize the Seminole County Board of County Commissioners for its contribution of Funds in promotional material and at any events or workshops for which Funds are utilized, as authorized in this Agreement. Any news release or other type of public announcement pertaining to the work performed under this Agreement must recognize COUNTY as a sponsor in the same size letters and font type as the name of any other funding sources.

(q) make good-faith efforts to participate as an active member of the Continuum of Care and follow both U.S. Housing and Urban Development, 24 C.F.R. Section 576, and regional Housing First Best Practices for the management of an emergency shelter.

3. Section 10 of the Agreement is amended to read as follows:

Section 10. Default. If any of the following Events of Default occur during the Term, all obligations on the part of COUNTY to make further payment of Funds will, if COUNTY elects, terminate, and if Funds under this Agreement have been provided to SUBRECIPIENT, COUNTY has the option to recapture Funds in accordance with Section 6, Recapture of Expenses. COUNTY has the option to exercise any of its remedies set forth in Section 11, Remedies. If COUNTY elects to provide financial assistance to SUBRECIPIENT after any Events of Default, COUNTY does so

without waiving the right to exercise such remedies and without becoming liable to provide any further financial assistance. Events of Default, include:

(a) If any warranty or representation made by SUBRECIPIENT in this Agreement or any previous agreement with COUNTY related to ARPA is or becomes false or misleading in any respect;

(b) If any reports required by this Agreement have not been submitted to COUNTY timely or have been submitted with incorrect, incomplete, or insufficient information;

(c) If SUBRECIPIENT fails to maintain financial solvency and viably operate as an emergency homelessness shelter;

(d) Intentionally left blank;

(e) If SUBRECIPIENT's Board of Directors fails to undertake action to address any egregious misconduct by SUBRECIPIENT's employees, consultants, or members of SUBRECIPIENT's Board of Directors; or

(f) If SUBRECIPIENT fails to keep or perform any of the obligations, terms or covenants in this Agreement and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement.

4. Section 14 of the Agreement is amended to read as follows:

Section 14. Notice. Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand-delivered to the persons designated below, or (ii) five (5) business days after deposit in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the party as set forth below, or such other address or to such other person as the Party may have specified by written notice to the other Party delivered according to this Section:

As to COUNTY:

Attention: Financial Grants Administrator
Seminole County Resource Management Department, Grants Program
1101 E. 1st Street
Sanford, Florida 32771

With a Copy to:

Attention: Director, Community Services
Seminole County Community Services Department
520 W. Lake Mary Boulevard, Suite 100
Sanford, Florida 32773

As to SUBRECIPIENT:

Attention: Chairman
Rescue Outreach Mission of Central Florida, Inc.
1701 Historic Goldsboro Boulevard
Sanford, Florida 32771

5. Section 20 of the Agreement is amended to read as follows:

Section 20. Reports and Invoices.



(a) SUBRECIPIENT must provide the COUNTY with monthly reports using Exhibit C – Monthly Progress Report Template and Exhibit G – Monthly Activity Report, both exhibits attached to and incorporated into this Agreement by reference, detailing all information required. In addition, SUBRECIPIENT must provide the COUNTY with the documentation in accordance with Exhibit I – Reporting Timeline, attached to and incorporated into this Agreement.

(1) If all required reports are not sent to COUNTY or are not completed in a manner reasonably Acceptable to COUNTY, COUNTY may withhold further Funds until they are completed or may take other action as stated in this Agreement.

(b) If Funds are spent during the calendar month of the Expenditure Period, SUBRECIPIENT must provide the COUNTY with monthly invoices using Exhibit F – Monthly Request for Payment, attached to and incorporated into this Agreement by reference, detailing all

information required to account for all Funds. SUBRECIPIENT must supplement its monthly invoices with supporting information to validate the Funds spend, including, but not limited to, providing payroll/salary information, timesheets, and work completed during the calendar month of the Expenditure Period. For the avoidance of doubt, SUBRECIPIENT is required to submit to COUNTY documentation specified in this Agreement to account for all Funds expended under this Agreement, as authorized by this Agreement.

(c) SUBRECIPIENT must submit monthly reports and invoices to the COUNTY five (5) business days after to the end of each calendar month during the Expenditure Period. As the COUNTY may advance the first installment, SUBRECIPIENT must submit its last monthly reports to COUNTY five (5) business days after the end of the Expenditure Period. For the avoidance of doubt, SUBRECIPIENT must substantiate to COUNTY the use of all Funds, as authorized in this Agreement. In addition, the documentation specified in Exhibit I must be provided by SUBRECIPIENT in accordance with the dates specified in Exhibit I.

(1) The Annual Accomplishment Data Report referenced in Exhibit I must be provided to COUNTY by SUBRECIPIENT using Exhibit H – Annual Accomplishment Data Report, attached to and incorporated in this Agreement, in accordance with the date specified in Exhibit I.

(d) SUBRECIPIENT must submit all required reporting documentation and invoices specified in this Agreement electronically through COUNTY's designated software provider, unless specified otherwise by COUNTY in writing. COUNTY will provide SUBRECIPIENT written instructions as to how SUBRECIPIENT may submit monthly reports electronically. COUNTY reserves the right to revise any exhibit in order for COUNTY to provide the public with transparency and to comply with requirements set forth by Treasury.

(e) In addition, and when requested by Treasury, Treasury guidance, or COUNTY, SUBRECIPIENT must provide additional funding program updates, information, and reports pertaining to the use of Funds.

6. Exhibit C of the Agreement is deleted and replaced by the Monthly Progress Report Template attached to this First Amendment as Exhibit C.

7. Exhibit E of the Agreement is deleted and replaced by the new Scope of Services attached to this First Amendment as Exhibit E.

8. Exhibit F of the Agreement is deleted and replaced by the Monthly Request for Payment attached to this First Amendment as Exhibit F.

9. Exhibit G of the Agreement is deleted and replaced by the Monthly Activity Report attached to this First Amendment as Exhibit G.

10. Except as modified by this First Amendment, all terms and conditions of the original Agreement remain in full force and effect for the term of the Agreement.

IN WITNESS WHEREOF, the parties have executed this First Amendment for the purposes stated above.

RESCUE OUTREACH MISSION OF
CENTRAL FLORIDA, INC.

Sheri Michaud

Witness

SHERI MICHAUD

Print Name

Stewart Hill

Witness

STEWART HILL

Print Name

By: Larry Meador

LARRY MEADOR, Chairman

Date: 11/11/23

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____
AMY LOCKHART, 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

BP/lpk
12/28/22

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County and ROM v2.docx

Attachments:

- Exhibit C - Monthly Progress Report Template
- Exhibit E - Scope of Services
- Exhibit F - Monthly Request for Payment
- Exhibit G - Monthly Activity Report



Exhibit C - Monthly Progress Report



Project Title: _____ Date: _____

Contact Name: _____

Reporting Period: _____

Telephone: _____

Project Objective:

Plan: A summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.

Plans for Next Month:

Authorized Agent Signature: _____

**** Monthly progress reports must be completed each month or future funding will be withheld****

EXHIBIT E

SCOPE OF SERVICES

Eligible expenses that respond to the public health emergency or its negative economic impacts under the Agreement include the following:

Section I ELIGIBLE SHELTER EXPENSES

Part A Operating Expenses

- Cost of maintenance (including minor or routine repairs)
- Capital Expenditures (defined by Treasury to mean, “expenditures to acquire Capital Assets (as further defined by Treasury) or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to Capital Assets that materially increase their value or useful life.”
 - As Capital Expenditures are highly scrutinized by Treasury, Capital Expenditure requests must be pre-approved by COUNTY in writing to ensure all ARPA and Treasury requirements, including requirements set forth in this Agreement, are met and the necessary documentation is received from SUBRECIPIENT upon request by COUNTY.
 - Capital Expenditures may be used to bring Shelter to minimum health and safety standards, as outlined in Section II – Shelter Operating Standards, below.
- Rent
- Security
- Reasonable Office Equipment
- Insurance
- Utilities
- Food Furnishings Supplies for the operation of the emergency shelter
- Professional Services limited to:
 - Grant Writing
 - Accounting Services
 - Bookkeeping
 - Consulting Services (must be related to the improvement of shelter operations and services)
 - Training (must be related to homelessness)
- Licenses, Permits and Fees
- Books, Due, Publications, and Subscriptions
- Case Management (assessing, arranging, coordinating and monitoring the delivery of individualized services to meet the need of eligible program participants)
- Transportation (costs of program participants travel to and from medical care, employment, child care, or other essential services facilities)
 - Travel on public transportation
 - Mileage allowance for employees
 - Agency Vehicle Expenses, limited to shelter activities
 - Gas
 - Insurance

- Taxes Maintenance

Part B Shelter Personnel Expenses

- Salaries
- Benefits

Section II SHELTER OPERATING STANDARDS

Any emergency shelter that receives assistance for shelter operations must meet the following minimum safety, sanitation, and privacy standards.

- The shelter building must be structurally sound to protect residents from the elements and not pose any threat to health and safety of the residents. Any renovation (including major rehabilitation and conversion) carried out must use Energy Star and WaterSense products and appliances.
- Except where the shelter is intended for day use only, the shelter must provide each program participant in the shelter with an acceptable place to sleep and adequate space and security for themselves and their belongings.
- Each room or space within the shelter must have a natural or mechanical means of ventilation. The interior air must be free of pollutants at a level that might threaten or harm the health of residents.
- The shelter’s water supply must be free of contaminations.
- The shelter must have access to sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.
- The shelter must have any necessary heating/cooling facilities in proper operating condition.
- The shelter must have adequate natural or artificial illumination to permit normal indoor activities. There must be sufficient electrical sources to permit the safe use of electrical appliances in the shelter.
- Food preparation areas, must contain suitable space and equipment to store, prepare and serve food in a safe and sanitary manner.
- The shelter must be maintained in a sanitary condition.
- There must be at least one working smoke detector in each occupied unit of the shelter. The fire alarm system must be designed for hearing-impaired residents. All public areas of the shelter must have at least one working smoke detector. There must also be a second means of exiting the building in the event of fire or emergency.
- Involuntary family separation is prohibited – the age of a child under 18 must not be used as a basis for denying any family’s admission to an emergency shelter.

Section III SYSTEM PERMORMANCE MEASURES

The goals and objectives of ROM under this agreement will be to meet the following system performance measures:

Performance Metrics	Required Outcomes
Exits to Permanent Housing	50%

Average Length of Stay	90 days (not to exceed a total of 6 months)
Increase in Household Income	85%
Returns to Homelessness	85% non-returns to homelessness, 1 yr. from exit

SEMINOLE COUNTY/RESCUE OUTREACH MISSION OF CENTRAL FLORIDA, INC.
 AMERICAN RESCUE PLAN ACT FUNDING
 ARPA SUBRECIPIENT AGREEMENT
 PROGRAM YEAR 2022

MONTHLY REQUEST FOR PAYMENT

Beginning Gross Budget: \$2,850,000.00

Subrecipient: Rescue Outreach Mission of Central Florida, Inc.

Name of Activity/Project: Emergency Shelter Operations and Essential Services

Payment Request Period: _____

	(A) Effective January 1, 2022 Beginning Net Budget Gross Budget Minus Advanced Payments	(B) Prior Quarter Remaining Balance (E)	(C) Previous Total Paid To-Date	(D) Payment Amount This Reimbursement Request	(E) (D = B + C) Funds Paid to Date	(F) (A Minus D) Remaining Balance
Eligible Shelter Expenses	\$2,600,000.00 (\$2,850,000.00 - \$250,000.00)		\$ -	\$ -	\$ -	\$ -
	\$250,000.00 (\$43,750.00 advance + \$206,250.00 advance)					
Total		\$0.00	\$ -	\$ -	\$ -	\$0.00

Attach a copy of all supporting documentation for this Request for Payment

Signature Authority (Print Name and Title): _____

Signature: _____

Date: _____

CS Department Date Received

EXHIBIT G

SEMINOLE COUNTY/RESCUE OUTREACH MISSION OF CENTRAL FLORIDA, INC.

MONTHLY ACTIVITY REPORT

Subrecipient: Rescue Outreach Mission of Central Florida, Inc.

Name of Activity/Project: Emergency Shelter Operations and Essential Services

Monthly Reporting Period: _____

NARRATIVE DESCRIPTION OF ACTIVITY

STATUS/MILESTONES: _____

Emergency Shelter (Activities):

Total number of served (include all household members)	Total number of Seminole County residents served	Total Unduplicated number of Seminole County residents served	Total number of out of County residents sheltered	Total number of unduplicated out of County residents sheltered	Total number of families served
Total number of individuals served	Number of "Big Three" completed	Number of shelter residents receiving Navigation Services	Total number of shelter residents assigned to Case Management	Total number of HH with increase in income	
Total number of shelter residents (HH) exited	Year-to-Date Housed	Total number of residents exited to housing	Total Amount of Revenue Received (not including this agreement's funds)	Total Amount of Public Money, including In Kind Donations Received	
			\$	\$	

Any other special accomplishments:
