

2024-R-

BUDGET AMENDMENT REQUEST

BAR# 24-064

TO: Seminole County Board of County Commissioners

FROM: Department of Resource Management

SUBJECT: Budget Amendment Resolution

Dept / Program: Community Services / Community Development
Fund(s): 11904 Emergency Shelter Grants

RM Recommendation	
A. Evanovich	5/24/2024
Budget Analyst	Date
Budget Director	Date
RM Director	Date

PURPOSE:

To appropriate funding, in the Emergency Shelter Grants Fund, in the amount of \$125,578.00 for the second ESG "RUSH" Grant award for rapid unsheltered survivor housing.

ACTION: Approval and authorization for the Chairman to execute Budget Amendment Resolution.

In accordance with Section 129.06(2), Florida Statutes, it is recommended that the following accounts in the County budget be adjusted by the amounts set forth herein for the purpose described.

Type	Fund	Business Unit	Object Account	Sub-sidiary	Account Type	Subledger	Long Item No	Amount
Revenue	11904	06689112	331550		EMERGENCY SHELTER GRANT			125,578.00
Revenue								
Revenue								
Revenue								

Total Sources 125,578.00

Expenditure	11904	06689112	530496		COUNTY LABOR CHARGE		1049999904	8,790.00
Expenditure	11904	06689112	580833		OTHER GRANTS & AIDS/INDIVIDUAL		8339999901	116,788.00
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								
Expenditure								

Expenditure Sub-Total 125,578.00

Reserve

Reserve

Reserve Sub-Total -

Total Uses 125,578.00

BUDGET AMENDMENT RESOLUTION

This Resolution, 2024-R-_____ approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida _____ as reflected in the minutes of this meeting.

Attest:

By:

Grant Maloy, Clerk to the Board of County Commissioners

Jay Zembower, Chairman

Date: _____

Date: _____

Entered by the Management and Budget Office

Date: _____

Posted by the County Comptroller's Office

Date: _____

Funding Approval/Agreement
 Emergency Solutions Grants Program – RUSH Funding
 42 U.S.C. 11364a(c)(1)
 Assistance Listing Number 14.231

U.S. Department of Housing and Urban Development
 Office of Community Planning and Development

1. Recipient Name and Address SEMINOLE, COUNTY OF 1101 E 1ST ST SANFORD, FL 32771-1468		2. Unique Federal Award Identification Number: E-24-UW-12-0010	
		3. Tax Identification Number: 59-6000856	
		4. Unique Entity Identifier: JPJL F4QH YR13	
5. Previous Obligation (Enter "0" for initial RUSH allocation)		\$0	
6. Amount of Funds Obligated or Deobligated by This Action (+ or -)		\$125,578	
7. Total Amount of Federal Funds Obligated		\$125,578	
8. Total Required Match: \$0			
9. Total Amount of Federal Award (including Required Match): \$125,578			
10. Period of Performance and Budget Period Start Date/Federal Award Date (the date listed in Box 16 of the Agreement for the initial RUSH allocation) (mm/dd/yyyy) 05/02/2024		11. Period of Performance and Budget Period End Date (the date that is 24 months after the date listed in Box 10) (mm/dd/yyyy) 05/01/2026	
12. Type of Agreement (check applicable box) <input checked="" type="checkbox"/> Initial Agreement (Purpose #1 – Initial RUSH allocation) <input type="checkbox"/> Amendment (Purpose #2 – Deobligation of funds) <input type="checkbox"/> Amendment (Purpose #3 – Obligation of additional funds)		13. Special Conditions and Requirements <input type="checkbox"/> Not applicable <input checked="" type="checkbox"/> Attached as Appendix A	

General Terms and Conditions:

- I. This Agreement is made and entered into by and between the U.S. Department of Housing and Urban Development (HUD) and the Recipient identified in Box 1 of this Grant Agreement, pursuant to the authority provided under 42 U.S.C. 11364a(c)(1).
- II. 42 U.S.C. 11364a(c)(1), the Recipient's Consolidated Plan submissions (including applicable amendments), and this Agreement, including any special conditions and requirements attached to this Agreement, constitute part of this Agreement.
- III. Subject to these general terms and conditions, HUD will make the funds as specified above ("RUSH funds") available to the Recipient upon execution of this Agreement by the Recipient and HUD. Pre-award costs may be paid with RUSH funds as provided in Appendix A.
- IV. Except as otherwise provided by this Agreement and applicable HUD waivers and suspensions of Emergency Solutions Grants (ESG) requirements, the Recipient must use RUSH funds in accordance with Section 103 and Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371 et seq.) and the ESG regulations at 24 CFR Part 576 (as now in effect and as may be amended from time to time).
- V. In the event of any conflict between 24 CFR part 576 and applicable Federal statutes, including 42 U.S.C. 11364a and section 100261 of the MAP-21 Act, the Federal statute will control. In the event of any conflict between Title IV of the McKinney-Vento Homeless Assistance Act and 42 U.S.C. 11364a, 42 U.S.C. 11364a will control.
- VI. The Recipient agrees to assume responsibility for environmental review, decision making, and action under 24 CFR Part 58, except where the Recipient is a state and distributes RUSH funds to a unit of general local government, the Recipient must require the unit of general local government to assume that responsibility and must comply with the state's responsibilities under 24 CFR 58.4.


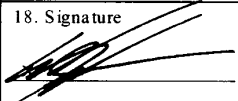
- VII. The Recipient must apply the following minimum criteria for purposes of determining eligibility for services or rental assistance provided with RUSH funds: Each individual or family must (1) be homeless or at-risk of homelessness; (2) have been residing in an area affected by a major disaster declared pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) on or after December 20, 2019 (e.g., an area covered by DR-4673-FL, dated September 29, 2022); and (3) have needs that will not be served or fully met by the TSA Program (42 USC 5170b) and other existing Federal disaster relief programs (including both Federal and non-Federal cost share). An individual or family need not requalify as homeless or at risk of homelessness, if the individual or family was already determined to meet the ESG definition of homeless or at risk of homelessness and was receiving ESG assistance when the major disaster occurred. "Existing Federal disaster relief programs" shall be understood to mean Federal programs that provide assistance for the purpose of disaster relief and are permanently authorized as of the Federal Award Date (box 10).
- VIII. The Recipient must establish and maintain adequate procedures to prevent any duplication of benefits with RUSH funds as required by section 312 of the Stafford Act, as amended (42 U.S.C. 5155).
- IX. The Recipient agrees to comply with the applicable requirements at 2 CFR part 200, as may be amended from time to time. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in 24 CFR part 576, activities carried out after the effective date of the part 200 amendments will be governed by the part 200 requirements as replaced or renumbered by the part 200 amendments.
- X. RUSH funds are not subject to 24 CFR 576.201 or other match requirements. Program income may be treated by the Recipient as an addition to the Recipient's RUSH grant (or the subrecipient's subgrant, if the income is generated by the subrecipient's activities), provided that the program income is used in accordance with the purposes and conditions of that grant or subgrant. Otherwise, program income must be deducted from allowable costs as provided by 2 CFR 200.307(e)(1). The program income definition in 24 CFR 576.2 will apply, except that costs that are incidental to generating program income and not charged to the RUSH grant or subgrant may be deducted from gross income to determine program income, as allowed under 2 CFR 200.307(b).
- XI. The Recipient must complete the "Indirect Cost Rate Schedule" attached as Appendix B and return it to HUD with this Agreement. The Recipient must provide HUD with a revised schedule when any change is made to the rate(s) included in the schedule. The schedule and any revisions HUD receives from the Recipient will be incorporated into and made part of this Agreement, provided that each rate included satisfies the applicable requirements under 2 CFR part 200, including appendices.
- XII. The Recipient must comply with the Award Term in Appendix A to 2 CFR Part 25, "System for Award Management and Universal Identifier Requirements," and the Award Term in Appendix A to 2 CFR Part 170, "Reporting Subaward and Executive Compensation Information." If the Total Amount of Federal Award (Box 9) exceeds \$500,000, the Recipient must also comply with Appendix XII to 2 CFR part 200—Award Term and Condition for Recipient Integrity and Performance Matters.
- XIII. Nothing in this Agreement shall be construed as creating or justifying any claim against the Federal government or the Recipient by any third party.
- XIV. Without the Recipient's execution of an amendment or other consent, HUD may amend this Agreement either to provide additional funds to the Recipient under 42 U.S.C. 11364a(c)(1) or to deobligate funds under this Agreement in accordance with applicable law.



XV. To make a change described in 24 CFR 576.200(b), the Recipient must amend its plan as provided by 24 CFR 576.200(b), except that the Recipient will not be required to comply with any consultation or citizen participation requirements with respect to the amount provided in the initial RUSH allocation, provided that the Recipient publishes its planned changes on the Internet at the appropriate Government web site or through other electronic media.

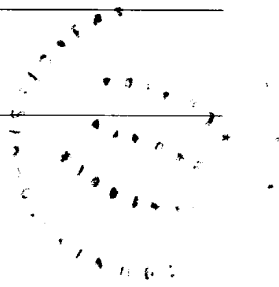
XVI. Waste, Fraud, Abuse, and Whistleblower Protections. Any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form. You must comply with 41 U.S.C. § 4712, which includes informing your employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, grantee, and subgrantee—as well as a personal services contractor—who make a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of:

1. Gross mismanagement of a Federal contract or grant;
2. Waste of Federal funds;
3. Abuse of authority relating to a Federal contract or grant;
4. Substantial and specific danger to public health and safety; or
5. Violations of law, rule, or regulation related to a Federal contract or grant.

14. For the U.S. Department of HUD (Name, Title, and Contact Information of Authorized Official) Larry Hayes CPD Director	15. Signature 	16. Date (mm/dd/yyyy) 05/02/2024
17. For the Recipient (Name and Title of Authorized Official) Jay Zembower Commissioner	18. Signature 	19. Date (mm/dd/yyyy) 05/16/2024

Funding Information (HUD Accounting Use Only):

PAS Code: HGD	Region: 04	Program Code: HAED
Appropriation: 0192	Office: Jacksonville	Allotment: 4
Appro Symbol: 86X0192-14		



Appendix A – Special Conditions and Requirements

1. In accordance with 24 CFR 5.110 and as provided in HUD’s letter notifying Recipient of its first RUSH allocation, the same waivers HUD made available on October 3, 2022, with respect use of ESG funds in response to Hurricane Ian are made available for the same justifications and subject to the same conditions with respect to the RUSH funding allocated to the Recipient. For reference, see: www.hud.gov/sites/dfiles/CPD/documents/Signed-Hurricane-Ian-CPD-Waivers.pdf
2. In accordance with 2 CFR 200.458 and as stated in HUD’s letter notifying Recipient of its initial RUSH allocation, HUD provided prior approval of pre-award costs, subject to the following conditions:
 - i. The pre-award costs must satisfy all allowable criteria under 2 CFR 200.403, except that the pre-award costs may be incurred on any date between and including the date of HUD’s letter notifying Recipient of its initial RUSH allocation and the date immediately preceding the start date of the period of performance/budget period for the grant.
 - ii. The pre-award costs must be necessary for efficient and timely performance of eligible RUSH activities.
 - iii. Before committing to use RUSH funds to reimburse each pre-award cost, the Recipient must either make a written determination that the pre-award cost is for an activity that is exempt from environmental review or categorically excluded and not subject to review under related environmental laws and authorities under 24 CFR part 58, or part 50 if applicable, or verify that the applicable environmental review has been completed and a Request for Release of Funds has been approved in accordance with 24 CFR part 58, if applicable.
 - iv. Although the pre-award costs may consist of costs incurred by the Recipient or its subrecipient(s), the subrecipient must receive the Recipient’s prior written approval before incurring any pre-award costs and that written approval must be consistent with all of HUD’s conditions for prior approval of pre-award costs.
 - v. The documentation supporting each pre-award cost reimbursed with RUSH funds must show compliance with each of these conditions for HUD’s prior approval of pre-award costs.
 - vi. The Recipient must assume the risk of all pre-award costs it incurs or approves before executing its RUSH grant agreement with HUD. HUD will not be required to reimburse pre-award costs if for any reason the Recipient does not receive a RUSH grant, if the grant is less than anticipated and inadequate to cover such costs, or if the pre-award costs do not meet the conditions listed above.



Appendix B -- Indirect Cost Rate Schedule

The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

<u>Recipient Department/Agency</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____

