Expires: September 30, 2025

Marion County Community Services Department

FIRST AMENDMENT MARION COUNTY STANDARD PROFESSIONAL SERVICES AGREEMENT EMERGENCY RENTAL ASSISTANCE 2 PROGRAM (ERA2)

THIS FIRST AMENDMENT MARION COUNTY STANDARD PROFESSIONAL SERVICES AGREEMENT (the "Agreement"), made and entered into by and between Marion County, a political subdivision of the State of Florida, (hereinafter called the "COUNTY"), and **NEIGHBORHOOD HOUSING & DEVELOPMENT CORPORATION,** whose corporate address is: 633 N.W. 8th Avenue, Gainesville, FL 32601 corporation organized under the laws of the state of Florida (hereinafter called the SUBRECIPIENT).

WITNESSETH:

WHEREAS, Marion County's long-term Emergency Rental Assistance 2 project goal is to prevent further instances of homelessness and reduce the number of those currently experiencing literal homelessness, by providing financial assistance to those at-risk, or currently experiencing homelessness, principally for persons of low (majority of 50% of Area Median Income, or below) and moderate income (minority of 80% of Area Median Income); and

WHEREAS, on April 15th, 2025 the parties entered into a MARION COUNTY STANDARD PROFESSIONAL SERVICES AGREEMENT (the "Agreement") whereby the COUNTY provides grant funds under the Emergency Rental Assistance 2 (ERA2) Program, furthering the County's Community Outreach goal; and

WHEREAS, the COUNTY and the SUBRECIPIENT desire to **amend** the agreement to reflect an increase in ERA2 funding to cover all associated costs for the implementation of this activity;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and conditions contained herein, and other good and valuable consideration acknowledged by both parties, the parties hereto do covenant and agree as follows:

1. <u>STANDARD TERMS</u>. SUBRECIPIENT and the COUNTY mutually agree to abide by the Standard Terms, Scope of Services, Budget, H.R. 1319-51 Subtitle B, Section 3201 and any applicable cross-cutting federal regulations which are attached to this agreement as set forth in *Exhibit A, Exhibit B*, and *Exhibit C*.

No exceptions are incorporated by reference and made a part of this Agreement.

The Standard Terms are subject to change if and when the National and/or State orders, including notices from the TREASURY.

2. AMENDED FUNDING. The Parties mutually agree to abide by the amended Funding and Scope of Work attached hereto as *Exhibit B* and income qualifications as outlined in *Exhibit C*. COUNTY agrees to reimburse the SUBRECIPIENT for the Project's allowable costs, not to exceed **Two Hundred Fifty Thousand, Dollars and Zero Cents (\$250,000.00)** as detailed in *Exhibit B*. The FAIN No. is **ERAE0104** with the award date of May 11, 2021, respectively, and an ALN (Assistance Listing Number) # of: 21.023. The award is not R&D. No indirect costs are anticipated; however, the indirect cost rate for the Federal award shall be the de minimis rate of 10% of modified total direct costs in accordance with 2 CFR § 200.414. Additionally, the total amount of funds that have been obligated to the SUBRECIPIENT by COUNTY is: \$400,000.00.

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3. <u>ADVANCE PAYMENT.</u> SUBRECIPIENT shall submit "Advance Payment" requests to COUNTY in accordance with the same guidelines and requirements set forth in the original agreement for reimbursements, including the submission of supporting documentation. Should SUBRECIPIENT fail to submit adequate supporting documentation with any advance payment request, as required by COUNTY in a timely manner, COUNTY may disapprove the request.

a. AUTHORIZATION FOR ADVANCE AGREEMENTS AND REALLOCATIONS. County Administrator and Community Services Director are authorized to execute agreements that include advance payments under the ERA2 Program, as necessary, and to reallocate funds between SUBRECIPIENTS currently under contract.

4. INFORMATION REQUIRED BY 2 C.F.R. § 200.332.

- A. The SUBRECIPIENT'S name (must match the name associated with its unique entity identifier): **Neighborhood Housing & Development Corporation (NHDC)**
- B. The SUBRECIPIENT'S unique entity identifier: **DBDALSFXUQS3**
- C. Federal Award Date of the award to the County: May 11, 2021
- D. Subaward Period of Performance Start and End Date: The Subaward period of performance shall begin on: **January 1, 2025, and shall end on September 30, 2025,** unless terminated earlier in accordance with the provisions of this Agreement.
- E. Subaward Budget Period Start and End Date: The Subaward budget period shall begin on: January 1, 2021, and shall end on September 30, 2025.
- F. Amended: Amount of Federal Funds Obligated by this Agreement by the COUNTY to the SUBRECIPIENT increased by: Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00), to be provided as an upfront advancement.
- G. **Amended:** Total Amount of the Federal Award committed to the SUBRECEPIENT by the COUNTY: **Four Hundred Thousand Dollars and Zero Cents (\$400,000.00)**
- H. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act ("FFATA"): Brother's Keeper identifies individuals who are homeless or at risk of homelessness who contact them. They also utilize the Human Management Information System (HMIS) and the Coordinated Entry system, as necessary, that spans Marion County to allow other providers to be aware of their services in order to allow a Case Manager to complete necessary wrap-around services.
- I. Contact information:
 - Name of Federal Awarding Agency and Contact Information: U.S. Department of Housing and Urban Development (HUD), 400 W. Bay Street, Suite 1015, Jacksonville, FL 32202
 - Contact Information for the County: Cheryl Butler, Director, Marion County Community Services, 2710 E. Silver Springs Blvd., Ocala, Florida 34470
 - Contact Information for the SUBRECIPIENT: Andre Parchment, Executive Director, Satellite Office, 101 East Silver Springs Blvd, Suite 302, Ocala, FL 34470
- J. Additional Assistance Listing Number and Title: (awarded this year)

Grant Type:	Year:	Amount:	ALN#:	Notes:
ERA2	2025	\$150,000.00	21.023	Original
ERA2	2025	\$250,000.00	21.023	Amendment (advanced)
TOTAL		\$400,000.00		Total Funds

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K. The amended amount made available under this new Federal award and the Assistance Listings Number at time of disbursement is: Four Hundred Thousand Dollars and Zero Cents (\$400,000.00)

- L. This sub-award is a program grant and not for Research and Development.
- M. Indirect Cost Rate: (de minimis cost rate) maximum of 10% of direct costs if indicated in the budget.
- 4. SERVICES AND PERFORMANCE. The Parties mutually agree to furnish, each to the other, the respective services, information, and items as detailed in *Exhibits A, Exhibit B*, and follow the income qualifications as detailed in *Exhibit C per the original agreement*.
- **5. TERM AMENDED:** Paragraph 5 of the agreement is hereby amended to read as follows:

TERM. Unless otherwise provided herein or by Supplemental Agreement or Amendment, the provisions of this Agreement will remain in full force and effect through **fourteen (14) months** from the date of the completion of the required environmental review, and execution of this Agreement, whichever occurs later. The term of performance under this Agreement for the services shall commence upon execution of this Agreement.

Exhibit B – Scope of Services and Funding

[Remainder of page intentionally left blank. Signature page follows.]

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IN WITNESS WHEREOF, the parties have entered into this First Amendment to Agreement by their duly authorized officers on the date of the last signature below.

ATTEST:	MARION COUNTY, FLORIDA, a Political Subdivision of the State of Florida
Gregory C. Harrell, Clerk Date FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY Matthew Minger, Marion County Attorney	Chairman Bryant Date
WITNESS: Print Name: Deboted Lambaka Address: 2710 E. Slut Spys Blud. Ocala, 41 34470 WITNESS: Print Name: Jessey Wade Address: 2710 9, 51147 5pm Bluf Ocala, 72 34470	NEIGHBORHOOD HOUSING & DEVELOPMENT CORPORATION (NHDC) By:

Marion County Community Services Department

EXHIBIT B

SCOPE OF SERVICES AND BUDGET

SUBRECIPIENT: Neighborhood Housing & Development Corporation (NHDC)

Homeless Prevention and/or Rapid Rehousing

The SUBRECIPIENT will provide Homeless Prevention and/or Rapid Rehousing services to eligible individuals and families in Marion County, focusing on housing stability. With the utilization of ERA 2. project funding will assist with a variety of housing needs, including rental assistance, past-due rent, rental application fees, security deposits, advance payments for last month's rent, utility deposits and payments, moving costs, housing search and placement, case management, mediation, legal services, and credit repair. A key component of the program will be Coordinated Entry (CE), which will help identify and prioritize individuals and families most at risk of homelessness.

This Project qualifies as an ERA 2 Project.

Amended Approved Grant Budget:

ERA 2 funding will be provided up to a maximum of **Four Hundred Thousand Dollars and Zero Cents (\$400,000.00)**. Any additional costs or overages incurred by SUBRECIPIENT over the maximum grant award shall be the responsibility of SUBRECIPIENT.

Administrative Cost:

SUBRECIPIENT may use funds provided to cover both direct and indirect costs. The total of all administrative costs, whether direct or indirect costs, may not exceed 15 percent of the total amount of the total award.

Reporting Schedule:

As soon as services commence, SUBRECIPIENT will be responsible for monthly reporting of demographic data on clients served for a period of up to nine (9) months. COUNTY shall provide the pertinent form to SUBRECIPIENT. SUBRECIPIENT shall submit monthly financial reports indicating positive budget funding to cover this position once this Agreement ends. SUBRECIPIENT shall submit monthly achievement reports on the Outcome Performance Measures.

Monitoring:

Community Services Department will monitor all stages of the Project to ensure compliance with all Federal/TREASURY regulations and COUNTY guidelines.

- 1. Within the first three (3) months after the ending date of the Project, COUNTY will perform monitoring of SUBRECIPIENT to ensure that SUBRECIPIENT is maintaining all records in a satisfactory manner.
- 2. Twelve (12) months after the ending date of the Project, COUNTY will perform a monitoring of SUBRECIPIENT to ensure compliance of client files, financial records, and demographic data reporting.

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EXHIBIT B

Amended Scope of Work and Budget:

Cost Sharing or matching funds are not required to be provided by SUBRECIPIENT.

ERA 2 amended funds budget:

Task	Budgeted Amount	Notes
Homeless Prevention/Rapid Rehousing	\$340,000.00	Rental Assistance
Administrative (15%)	\$60,000.00	
TOTAL	\$400,000.00	

Non-ERA2 funds match:

Task	Budgeted Amount	Notes
Not a requirement		
TOTAL:	N/A	

Outcome Performance Measures Amended

1. To assist a minimum of two (2) person(s) and/or families each month by working with the Coordinated Entry (CE) referral services application on a monthly basis through the HMIS system that determines priority of placements, and protects the client(s) data as per Florida Statute(s).

a. Submit HMIS "Referral Report" with monthly Invoices

2. Work to have recipients placed in stabilized housing for more than one (1) year minimum, and provide case monitoring with wrap-around services as necessary.