



# LEGAL REQUEST MEMORANDUM (LRM)

NOV 03 2020

RECEIVED

To:  Matthew Minter, County Attorney     Dana E. Olesky, Chief Asst County Attorney     Elizabeth Alt, Sr Asst County Attorney     Russell Ward, Asst County Attorney     William Harris, Asst County Attorney

From: (Name) Martin Cheryl (Dept) Community Services - 1025  
 (Title) Director (Phone) (352) 671-8778  
 Signature [Handwritten Signature] Date Thursday, October 29, 2020

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for:  New Document     Review & Comment     RESUBMIT LRM No. \_\_\_\_\_  
 Approve as to Form     Other

Description of Request

Please review amendment for an increased budget and modification to scope of work for Interfaith Emergency Services Inc. ESG-CV agreement. Draft previously consulted with Elizabeth

Amendment for \$277,524.10 in addition to the initial \$65,000.00 agreement

For more information or discussion, contact:  Same as above  
 (Name) Bennett Nicholas (Title) Community Dev Grant Admin (Phone) (352) 671-8775  
 Last First

COMPLETION IS REQUESTED BY: Wednesday, September 2, 2020 (specific date)

Please allow for a MINIMUM of five (5) working days from receipt of LRM:

Agenda Item?  Yes  No  
 Agenda Deadline Date: Friday, November 6, 2020 Agenda Date: Tuesday, November 17, 2020

LRM No. 2020-924 DO NOT COMPLETE - Office of the County Attorney use ONLY

Outcome: Approved as to form. Date Received: \_\_\_\_\_  
 Attorney Signature: [Handwritten Signature] Date 10-30-2020  
 Staff Signature: [Handwritten Signature] Returned:  Department  Admin  Procurement  
11/2/2020

Marion County Attorney  
 OCT 30 2020  
 RECEIVED

## **FIRST AMENDMENT TO THE AGREEMENT**

In accordance with the agreement entitled "Marion County Standard Professional Services Agreement, Emergency Solutions Grant Program Shelter Operations, COVID-19 Response" dated September 15, 2020, (the "Agreement") this First Amendment to the Agreement (this "Amendment") is made and entered into by and between **Interfaith Emergency Services, Inc.**, whose address is 435 NW 2<sup>nd</sup> Street, Ocala, FL 34475, a not-for-profit corporation organized under the laws of the State of Florida; possessing FEIN **59-2349840**, (hereinafter referred to as "SUBRECIPIENT") and Marion County, a political subdivision of the State of Florida, 601 SE 25th Avenue, Ocala, FL, 34471, (hereinafter referred to as "COUNTY").

### **WITNESSETH**

**WHEREAS**, COUNTY receives Emergency Solutions Grant – Coronavirus Program ("ESG-CV") funds through the Department of Housing and Urban Development ("HUD") as an Entitlement County; and

**WHEREAS**, the Board of County Commissioners approved the 2019-20 Action Plan which certifies COUNTY's compliance with ESG regulations and specifies activities to be funded under those grants and approved receipt of 2019 ESG-CV funds; and

**WHEREAS**, the Marion County Community Services Department ("Department") administers the ESG-CV program on behalf of COUNTY, and

**WHEREAS**, as provided in the ESG rules and regulations, COUNTY is authorized to contract by sub-grant agreement with public entities or private non-profit entities for qualified activities and projects; and

**WHEREAS**, SUB-RECIPIENT has previously qualified to receive such funds for its Emergency Shelter project which was the subject of the Agreement; and

**WHEREAS**, the Emergency Shelter project provided motel rental and professional cleaning and disinfecting along with certain case management services;

**WHEREAS**, as of the date of this Amendment COUNTY has identified an additional need for case management services in the community and COUNTY has received funds allowing it to procure such services; and

**WHEREAS**, SUBRECIPIENT is uniquely positioned to provide these needed case management services as part of its Emergency Shelter project ("Case Management Project"); and

**WHEREAS**, COUNTY seeks to provide the increased amount of funding to SUBRECIPIENT and SUBRECIPIENT seeks to accept said funds to be used in accordance with the terms of the Agreement as modified by this Amendment, and the parties seek to enter this Amendment to reflect this new arrangement.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions contained herein, COUNTY and SUBRECIPIENT hereto agree as follows:

1. **Incorporation of Recitals & Exhibits.** The Parties confirm and agree that the above Recitals are true and correct, and incorporate their terms and provisions herein for all purposes.
2. **Part of the Agreement.** This Amendment shall be deemed to amend and become part of the Agreement.
3. **Funding.** In furtherance of the Agreement, COUNTY agrees to reimburse SUBRECIPIENT for allowable costs, in an amount not to exceed **TWO HUNDRED SEVENTY SEVEN THOUSAND FIVE HUNDRED TWENTY FOUR DOLLARS AND TEN CENTS (\$277,524.10)** ("Total Additional Funds"). This amount is in addition to funds previously provided in the Agreement making the grand total value of the Agreement Three Hundred Seventeen Thousand Five Hundred Twenty Four Dollars and Ten Cents (\$317,524.10) broken down as:

Agreement	\$ 65,000.00
Amendment	+ \$ 277,524.10
	\$ 342,524.10 <b>Grand Total</b>

Any funds remaining at the end of this Agreement will revert to COUNTY.

4. **Terms.** The Total Additional Funds shall be expended in accordance with the terms of the Agreement and the Scope of Work below.
5. **Scope of Work, Agreement Exhibit B, Section "I."**  
***Exhibit B*** of the Agreement, provides the Scope of Work for the Emergency Shelter operations project. Therein Section "I" provides for eligible activities, budget, and certain case management services. Section "I" is deleted in its entirety and replaced with the following which has been amended to reflect the addition of the Case Management Project and the increased funding available for all eligible activities.

I. **SCOPE OF WORK AND BUDGET**

- A. **Eligible Activities:** Four (4) Emergency Solution Grant (ESG) program components are eligible for assistance only to the extent that the assistance is necessary to respond to the need for shelter space for individuals/families and to respond to the COVID-19 pandemic. The activities address needs on the street, inside the shelter, and in hotel/motel temporary housing and are broken down as follows.

1. Street Outreach;
2. Emergency Shelter;

3. Rapid Re-housing; and
  4. Homeless Prevention.
1. **Street Outreach:** Activities designed to meet the immediate needs of unsheltered homeless people by connecting them with emergency shelter, housing, and/or critical health services.
    - a. Engagement and case management staffing and FICA, and
    - b. Necessary phones and hot spot equipment costs.
  2. **Emergency Shelter:** Activities designed to increase the quantity and quality of temporary shelters provided to homeless people, through paying for the operating costs of shelters, and providing essential services.
    - a. Utilities;
    - b. Cleaning services;
    - c. Pest control;
    - d. Supplies/hygiene/ laundry costs;
    - e. Internet and fiber services;
    - f. Maintenance and repairs; and
    - g. Food.
  3. **Rapid-rehousing:** Activities designed to move homeless people quickly to permanent housing through housing relocation and stabilization services and short- and/or medium term rental assistance.
    - a. Case management staffing and FICA;
    - b. Travel reimbursements; and
    - c. Necessary phones and hot spot equipment costs.
  4. **Homeless Prevention:** Activities are designed to prevent an individual or family from moving into an emergency shelter or living in a public or private place not meant for human through housing relocation and stabilization services and short- and/or medium-term rental assistance.
    - a. Case management staffing and FICA
    - b. Travel reimbursements
    - c. Necessary phones and hot spot equipment costs
- B. Budget:**
1. Street Outreach: \$120,996.10
  2. Emergency Shelter: \$40,320.00
  3. Rapid Re-housing: \$94,300.00
  4. Homeless Prevention: \$21,908.00

**C. Limits to Assistance:**

1. Project Participants must be at or below thirty percent (30%) Average Median Income (AMI) (see **Exhibit C** hereto) to qualify for assistance.
2. Eligible Project Participants may only be assisted for a maximum of twelve (12) months.
3. Maximum assistance per household is Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500). This includes case management fees limited as referenced above.

**D. Eligibility Criteria:** To meet COUNTY ESG requirements, assistance is limited to:

- a. Currently open and functioning homeless shelters that are impacted by the COVID-19 pandemic, including but not limited to impacts such as: lack of equipment and supplies and/or decrease in staff;
- b. Shelter must be reporting in HMIS;
- c. Shelter may not charge Project Participants to stay overnight;
- d. Shelter may not separate families; and
- e. Shelter may not impose pre-requisites on a Project Participant to receive shelter.

**E. REQUESTS FOR PAYMENTS:** All ESG-CV funding is on a reimbursement basis. SUB-RECIPIENT shall submit proof of payment with each monthly Reimbursement Request form. Reimbursement requests should include the following:

1. COUNTY Reimbursement Request form;
2. Documentation of payments made for reimbursement; and
3. Any additional back-up documentation as requested, i.e. motel paid invoice; client documentation and agreement; etc.

6. **Exhibit B, Section "V" E-Verify Added.**

Beginning January 1, 2021, Section 448.095, F.S., requires SUBRECIPIENT to be registered and use the E-Verify system to verify the work authorization status of all newly hired employees. In order to compliant, Section V is added to **Exhibit B** of the Agreement, as follows:

**V. E-VERIFY.**

- A. The Parties acknowledge and agree that SUBRECIPIENT's representations in the Agreement, including those in this

Section, are material terms and COUNTY affirmatively relies upon same as part of the consideration in entering into the Agreement.

- B. As a condition for the Agreement, upon which COUNTY relies as a material SUBRECIPIENT to be registered and use the E-Verify system to verify the work authorization status of all newly hired employees. Information provided by SUBRECIPIENT is subject to review for the most current version of the State or Federal policies at the time of the award of the Agreement.
1. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.
  2. SUBRECIPIENT has agreed to perform in accordance with the requirements of this Section and agrees:
    - a. It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.
    - b. COUNTY shall immediately terminate the Agreement if COUNTY has a good faith belief that SUBRECIPIENT has knowingly violated Section 448.09(1), F.S., that is, that SUBRECIPIENT knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
    - c. When SUBRECIPIENT enters into a contract with an employee, a contractor or a subcontractor with regard to performance of the Agreement, SUBRECIPIENT shall obtain from that contracting party ("Contracting Party") an affidavit stating that the Contracting Party does not employ, contract with, or subcontract with an unauthorized alien.
    - d. SUBRECIPIENT shall maintain a copy of such affidavit for the duration of the Agreement and provide it to COUNTY upon request.
    - e. SUBRECIPIENT shall immediately terminate the Contracting Party if SUBRECIPIENT has a good faith belief that the Contracting Party has knowingly violated Section 448.09(1), F.S., as set forth above.
    - f. If COUNTY has a good faith belief that SUBRECIPIENT's Contracting Party has knowingly

violated Section 448.09(1), F.S., but that SUBRECIPIENT has otherwise complied, COUNTY shall promptly order SUBRECIPIENT to terminate the Contracting Party. SUBRECIPIENT agrees that upon such an order, SUBRECIPIENT shall immediately terminate the Contracting Party. SUBRECIPIENT agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate SUBRECIPIENT.

- g. If COUNTY terminates the Agreement with SUBRECIPIENT, SUBRECIPIENT may not be awarded a public contract for a least one (1) year after the date of termination.
- h. SUBRECIPIENT is liable for any additional costs incurred by COUNTY as a result of a termination under this Section.
- i. Any such termination under this Section is not a breach of the Agreement and may not be considered as such.
- j. SUBRECIPIENT shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
- k. To comply with the terms of this Employment Eligibility Verification provision is made an express condition of the Agreement and COUNTY may treat a failure to comply as a material breach of the Agreement.

7. **In Full Force.** All provisions of the Agreement not specifically amended herein shall remain in full force and effect.

[This portion of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties have entered into this Amendment, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

MARION COUNTY, a political subdivision of the State of Florida

\_\_\_\_\_  
David R. Ellspermann  
Clerk of Court  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Jeff Gold  
Chairman  
Date: \_\_\_\_\_

For Use and Reliance of  
Marion County Only,  
Approved as to Form and  
Legal Sufficiency

\_\_\_\_\_  
Elizabeth Alt  
Senior Assistant County Attorney

WITNESS:

INTERFAITH EMERGENCY SERVICES, INC.

Diane Coleman 11/5/20  
Signature Date

Diane Coleman  
Printed Name

By: Karla Grimsley

Printed Name: Karla Grimsley

Its: Chief Executive Officer

Date: 11/5/2020

WITNESS:

Parla Cowan 11/05/20  
Signature Date

Parla Cowan  
Printed Name