AMENDMENT ONE TO ANTITERRORISM AND EMERGENCY ASSISTANCE PROGRAM SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF ORLANDO, FLORIDA AND HEART OF FLORIDA UNITED WAY, INC.

THIS AMENDMENT (hereinafter the "**Amendment**") is made and entered into this ____ day of ____, 2017 by and between the **City of Orlando**, a Florida municipal corporation, with a principal address of 400 South Orange Avenue, Orlando, Florida 32801, (hereinafter referred to as the "City"), and **Heart of Florida United Way, Inc.**, a Florida non-profit corporation, with a principal address of 1940 Traylor Boulevard, Orlando, Florida 32804 (hereinafter referred to as "HFUW" or "Subrecipient").

WITNESSETH:

WHEREAS, as a result of the mass shooting event that occurred within the City of Orlando on June 12, 2016 ("Event"), the State of Florida, Department of Legal Affairs, Office of Attorney General ("OAG") has applied for and received an Antiterrorism and Emergency Assistance Program ("AEAP") grant from the United States Department of Justice; and

WHEREAS, by a grant agreement between the City and the OAG ("OAG Agreement"), the City is a subrecipient of funds received under the AEAP grant awarded to the OAG; and

WHEREAS, by that certain Antiterrorism and Emergency Assistance Program Subrecipient Agreement ("Agreement") between the City and the HFUW entered into on January 3, 2017; the City allocated a subaward of grant funds from the City to the HFUW to enable the HFUW to continue to operate the Orlando United Assistance Center ("OUAC") which provides assistance to those impacted by the Event; and

WHEREAS, the parties now desire to amend the Agreement as more fully set forth below;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the sufficiency and receipt whereof being hereby acknowledged, the City and HFUW agree as follows:

- **Recitals.** The recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.
- **Statement of Work/Program and Project Description**. HFUW will use the Funds (as that term is defined below) to operate and manage the OUAC and perform the activities set forth on the revised and restated **Exhibit "A"** to the Agreement ("OUAC Program"), which is attached to this Amendment as **Appendix I** and incorporated herein by this reference.
- **3** Funding/Sub-Recipient Allocation.

- a. <u>Allocation</u>. Section 1.4(a) of the Agreement is hereby amended to reflect that the City has allocated a subaward to HFUW in the amount of Seven Hundred Eighty Four Thousand Nine Hundred Fifty Nine Dollars (\$784,959) ("Funds") to operate the OUAC Program as set forth in the Agreement. Pursuant to 2 CFR §200.331, the required Subaward information (Exhibit "B" to the Agreement) is hereby revised to reflect the amended allocation. The revised and restated Exhibit "B" to the Agreement is attached to this Amendment as Appendix II and incorporated herein by this reference.
- b. <u>Budget</u>. The Budget attached to the Agreement as **Exhibit** "C" is hereby revised and restated in its entirety as set forth on **Appendix III** to this Amendment, which is attached hereto and incorporated herein by this reference.
- 4. **OAG Agreement.** Pursuant to Section 2.1 of the Agreement, the City is hereby providing HFUW a copy of the OAG Agreement. A copy of the OAG Agreement is attached hereto and incorporated herein by this reference as **Appendix IV**. As provided in the Agreement, HFUW will comply with the terms, conditions and other requirements of the OAG Agreement applicable to subrecepients of the City, including but not limited to the following:
 - a. OAG Disclosure; Independent Contractor. As required by Article 1 of the OAG Agreement, HFUW acknowledges and agrees that the OAG's approval of the Agreement between the City and HFUW does not vest any rights in the HFUW or create any obligation on behalf of the OAG to the HFUW. In addition to the independent parties provisions contained in the Agreement, pursuant to Article 13 of the OAG Agreement, HFUW acknowledges that it is an independent contractor and is not considered or permitted to be an officer, employee, agent, servant, joint venture, or partner of the State of Florida.
 - b. <u>Travel Expenses</u>. As set forth in Article 8 of the OAG Agreement, allowable travel expenses, if any, incurred by HFUW will be reimbursed with Funds only in accordance with Section 112.061, Florida Statutes.
 - c. <u>Expenditures</u>. As set forth in Article 8 of the OAG Agreement, in addition to any other requirements for the expenditure of Funds set forth in the Agreement, expenditures of state financial assistance must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including but not limited to, the Florida Reference Guide for State Expenditures.
 - d. <u>Records Access</u>. In addition to any other rights to access to records contained in the Agreement, in accordance with Article 14 of the OAG Agreement, HFUW agrees that the OAG and its representatives shall have the right to access, receive and examine all records, books, papers, case files, documents, goods and services related to the Funds.
 - e. <u>Patents, Copyrights, and Royalties</u>. In addition to any other requirements contained in the Agreement, HFUW agrees to comply with the requirements regarding patents, copyrights, and royalties contained in Article 23 of the OAG Agreement applicable to subcontracts. In addition, HFUW will assign and transfer to the City (or the OAG as may be directed by the City) any rights obtained, created, or held by the HFUW necessary for the City comply with the City's obligations to the OAG under this Article 23.
 - f. <u>Non-discrimination</u>. In addition to any other requirements contained in the Agreement, pursuant to Article 27 of the OAG Agreement, HFUW agrees that it shall not discriminate

- against clients or employees because of age, race, religion, color, disability, national origin, marital status or sex. In accordance with Article 29 of the OAG Agreement, HFUW, as a subrecipient of the City, will display a civil rights statement prominently on all publications, websites, posters and informational materials mentioning United States Department of Justice programs in bold print and no smaller than the general text of the document in the form and content required by Article 29 to be used by the City.
- g. <u>Victims of Crime Act</u>. HFUW understands, agrees, and certifies that no award of Funds shall be used to maintain or establish a computer network system unless such network blocks the viewing, downloading, and exchanging of pornography.
- h. **<u>DOJ Grants Financial Guide.</u>** HFUW will comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide"), including any updated version that may be posted during the period of performance.
- i. **System of Award Management.** HFUW will comply with the applicable requirements regarding the System for Award Management (SAM) including the requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.
- j. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct. HFUW will promptly refer to the United States Department of Justice Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.
- k. Restrictions and Certifications Regarding Non-Disclosure Agreements. HFUW certifies to the City and OAG that it has not and will not require any internal confidentiality agreements or statements from employees or contractors that prohibit or otherwise restrict (or purport to restrict), reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.
- 1. Compliance with Certifications Regarding Lobbying; Debarment and Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements; Standard Assurances. HFUW shall comply with all applicable federal laws and regulations, including those identified in the forms referenced in Special Condition 25 in the OAG Agreement entitled, "Standard Assurances" and "Certifications Regarding Lobbying; Debarment and Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements."
- m. <u>Publication</u>. In all materials publicizing or resulting from activities related to the Funds, HFUW shall include the following acknowledgement and statement, "This project was supported by Award No.2017-RF-GX-0003 awarded by the United States Department of Justice, Office for Victims of Crime. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice or grantmaking component."
- n. <u>Human Trafficking.</u> HFUW shall comply with the award condition imposed by the United States Department of Justice in its grant to the OAG, entitled "Prohibited conduct

by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)," which is incorporated herein by reference and can found at the following link: https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm

In all other respects, and except as specifically modified and amended herein, the Agreement shall continue in full force and effect as written and the parties hereto agree to be bound thereby.

IN WITNESS WHEREOF, the their hands and seals this day of _	parties hereto have executed these presents and have set
ATTEST:	City of Orlando, Florida, a municipal corporation, organized and existing under the laws of the State of Florida
By:	By: Print Name: Mayor / Mayor Pro Tem
	Date:
	APPROVED AS TO FORM AND LEGALITY for the use and reliance of the City of Orlando, Florida, only.
	Assistant City Attorney Orlando, Florida

Signatures Continue Next Page

	not for profit corporation
	By:
	Print Name:
	Title:
	Date:
STATE OF FLORIDA COUNTY OF ORANGE	
	ENT was acknowledged before me thisday
	(Name), as(Title) of Heart of resonally known to me or who has produced
NOTAL	RY PUBLIC
Print Na	ame:
My Cor	nmission Expires:

APPENDIX I

Revised and Restated Exhibit "A" to Agreement
OUAC Program Statement of Work

EXHIBIT "A"

Statement of Work/Program and Project Description

Overview

In response to the deadliest mass shooting in U.S. history that left 49 people deceased, 68 others wounded, and an estimated 182 people trapped inside the club subjected to a traumatic three-hour hostage standoff, a system of communication, care and support was established in incremental phases that ultimately led to the creation of the Orlando United Assistance Center (OUAC).

Hampton Inn and Beardall Senior Center

Immediately after the shooting, a temporary reception center was established to provide family members and victims with the information and immediate attention that they needed. A limited number of staff and services were allocated to the reception center since the primary focus of the center was providing notifications to families of the injured and deceased.

Family Assistance Center at Camping World Stadium (FAC)

Thereafter, the FAC was set up to focus on the immediate aftermath of the mass shooting to give survivors and families of victims a safe, central gathering place. The FAC provided access to information and made the provision of services a priority. The FAC also provided a central location for federal and state authorities to collect information from families that is necessary for victim identification and support.

Orlando United Assistance Center (OUAC)

Realizing that the magnitude and diversity of support required and that the needs of the survivors and the victims' families extended much longer than what the temporary role of the FAC was structured for, the OUAC was created. The role of the OUAC was and remains to serve as a navigation point and to provide one-on-one support to assess the needs, provide information, and coordinate the provision of resources to those affected by the mass shooting.

Administration

Heart of Florida United Way (HFUW) will continue to function as the administrator and entity responsible for operating the OUAC. HFUW is uniquely positioned to fulfill this role and perform this function.

HFUW's excellent community reputation for service delivery, service creation, financial management, transparency and community collaboration make it a strong asset in the success of the center operation. HFUW's mission is to improve lives by mobilizing the caring power of communities, with a vision to engage all citizens to work together to build healthy, safe, caring and strong communities. The envisioned purpose of the OUAC is to do the same. HFUW will bring the community and its resources together to better serve those most affected by this incident in a clear, concise and organized fashion.

HFUW's footprint already extends beyond the tri-county area of Orange, Osceola and Seminole Counties, to include an additional 13 counties (Alachua, Bradford, Citrus, Dixie, Gilchrist, Lafayette, Lake, Levy, Marion, Pasco, Sumter, Union and Collier Counties) through our 2-1-1 call center. This

service expansion enables us to be able to pull service availability and options readily for potential victims and their families that live out of the area. HFUW's vast network of colleagues in the nonprofit sector will allow an efficient system to be established, to help as many people as possible with current resources, all while providing excellent client service.

OUAC Mission and Core Standards

The OUAC's mission is to be the central resource and clearinghouse for those impacted by the tragedy.

The OUAC is responsible for providing and navigating a wide range of services and resources available to assist in the recovery of those individuals.

The OUAC will serve the community through high quality and culturally competent practices that will be nimble enough to meet the needs of today and the unforeseen of tomorrow.

The OUAC is grounded in the acknowledgment that all survivors, families of victims, and others affected by the mass shooting experience trauma differently, therefore developing a customized approach for each individual will be necessary based on that individual's goals and needs.

The OUAC will act a hub between the various independent sectors of the community, which will provide an interlocking system of care and give the community accurate information and on-time resources that can build the community's resiliency.

The OUAC is a testament to the community at large, that the City of Orlando will never forget what happened on June 12, 2016 and that the City of Orlando remains committed to addressing the continuing needs of victims.

The OUAC will build upon the collaborative approach that many agencies contributed to at the FAC and in creating the initial structure of the OUAC. The OUAC will continue to build an effective community response and recovery plan and establish collaborative working relationships between relevant agencies and independent systems.

The OUAC will maintain victim navigators/advocates who will have access to a diverse network of mental health providers across Central Florida to assist victims with their immediate recovery needs. In addition to connecting victims to specialized mental health providers, navigators will also provide referrals for and/or assistance in securing the following: housing and rental assistance, emergency financial assistance including facilitating crime victim compensation, employment, training and education.

Staffing

As the administrator of the OUAC, HFUW will be responsible for operating the OUAC. Accordingly, HFUW will be responsible for providing and meeting OUAC's staffing needs, including, but not limited to recruiting, training, managing and retaining employees and any necessary subcontractors. Staffing of the OUAC will consist of the following full time positions, either directly or through subcontractor(s):

- Administrator
- Two (2) Front Desk Receptionists
- Data Manager
- Community Partnership and Resource Developer
- Clerical Assistant
- Victim Advocate Lead/OUAC Manager
- Four (4) Victim Advocates
- Armed Security Officer

It is expected that each of these positions will be trained or have experience with cultural competency. Provision will be made for serving clients with limited or no English proficiency. Upon request of either party, the City of Orlando and HFUW will meet to review and discuss staffing levels in comparison to needs and forecasted needs. HFUW will make any mutually agreed upon staffing adjustments accordingly.

Physical Location

During the Term of this Agreement, HFUW will be responsible for maintaining the lease with Orange County for the property and building at 507 East Michigan Street, which is the current physical location of the OUAC. HFUW and Orange County have entered into a one year lease agreement for the use of the building and the provision of certain infrastructure support by the County. HFUW will be responsible for renewing the lease with Orange County to cover the length of this Subrecipient Agreement between HFUW and the City of Orlando for operation of the OUAC. HFUW acknowledges and agrees that the building will not be shared space, nor used by HFUW or any other party for any other purpose than for the operation of the OUAC. HFUW will not use the building or the property to provide any unrelated services or as offices for any other program administered by HFUW. Notwithstanding the preceding, upon the mutual written agreement of the HFUW and the City, the physical location and terms of this section of the OUAC may be modified.

Policies and Procedures

HFUW will create a set of policies and principles for the OUAC that provide a framework for the day to day operations and staff norms for the center. Such policies and principles will include, but are not limited to business hours, holiday calendar, dress code, employee handbook, sub-contract employee expectations, client confidentiality, grievance policy, file management, data entry quality standards, client assessment procedures, workplace guidelines and employee conduct.

HFUW shall create a "Promise of Care" which will contain the core standards for how all clients will be treated at the OUAC, including articulating how clients will be triaged when missing appointments or are late or walk-in for services. The Promise of Care will be posted on the OUAC's website, at the public entrance to the OUAC, and at the reception desk of the center.

The HFUW will create a service delivery system which will address consistent assessments among call specialists and navigators, a concise and easily accessible resource list for navigators, a procedure for ongoing outreach and connection to clients who have been referred to services and who missed appointments, and standards for partner and client interactions. This service delivery system will facilitate healing for survivors of through a comprehensive model of care, advocacy, and outreach. It will eliminate barriers for survivors by providing respectful, compassionate, and effective services. It

will join survivors and those agencies who interact with victims to provide, sustain, and support a collaborative system of direct services across the region that is comprehensive, victim-centered, and accessible to the diverse survivor population.

HFUW will create a client survey to gather data and refine services of victims satisfaction with services provided.

Communications

HFUW will be responsible for overseeing the design and maintenance of website for the OUAC that provides the community with accurate information regarding available resources, services, and articles on self-care. The website shall serve as a vehicle of communication with those needing assistance and the community.

The HFUW will create a monthly OUAC newsletter that provides information, answers to frequently asked questions (FAQs), and promotes recovery and well-being. The newsletter should also contain space for the Florida Bureau of Victim Compensation to provide useful information and answers to FAQs.

HFUW recognizes that building community awareness of the services and resources through the OUAC is critical to reaching those who are hesitant to connect or who may not connect until months or even years after the incident. Accordingly, the HFUW will create and implement a one year public awareness and community outreach plan that coincides with the term of this agreement.

HFUW will work with the City to develop a communication plan and protocol between the parties to coordinate and cohesively respond to media inquiries regarding the mass shooting and the OUAC. A partnered communications team will be established to respond to media and should include as a minimum the OUAC Administrator, the City's Manager of Collaborative Partnerships, the City's Press Secretary, HFUW's VP of Communications, and anyone else who might be able to provide support to the inquiry. The job of this team is to come up with a plan of communication and decide who the spokesperson should be.

HFUW's administrative costs reflected in the Budget include support and work by HFUW's marketing and communications team to meet these communications objectives.

Collaboration

HFUW will assess and determine the strategic needs for the OUAC. This assessment shall include collaborations with the mental health community, social services community, LGBTQ community, the Hispanic and African American communities, and other necessary community partners and policy makers.

The HFUW will seek to build collaborations that have strategic benefits for the OUAC that can only be realized through an alliance or partnership. The OUAC will work in conjunction with these communities to gather key stakeholders to determine whether areas of the OUAC intended impact

could be enhanced by collaboration. HFUW will assess what level of integration and length of partnership is required to achieve the impact the community seeks and needs.

The HFUW will establish within the first sixty (60) days of the term of the subrecipient Agreement with the City, an OUAC advisory group that will meet on a regular basis, to provide non-binding but informed guidance regarding the operation of the OUAC and serve as a tremendous ally in the quest to meet the forecasted and unforeseen needs of the survivors and the community.

Monitoring and Evaluation

HFUW will utilize appropriate software and databases to track clients and all interactions with community members who seek support from the OUAC. HFUW will design and provide quarterly reports to the City that track and contain, (but are not limited to, the following metrics:

- Number of people served from inception to current quarter
- Number of people served from previous quarter to current quarter
- Number of new clients from inception to current quarter
- Number of new clients from previous quarter to current quarter
- Number of victims served, by type of service (e.g. crisis counseling, therapy, emergency financial assistance, emergency legal advocacy)
 - o Number of referrals to mental health services
 - o Number of referrals to social services and emergency assistance
 - o Number of referrals to FBI
- Number of calls into the HOPE line
- Number of appointments
- Number of walk-ins seen
- Number of walk-ins scheduled for an appointment
- Number of outreach activities and results of those activities
 - Number of persons contacted regarding available services at the OUAC
- Number of home visits made by advocates
- Number of applicants for services that are denied, and rationale for service denial
- Number of support groups meetings or community workshops held at the OUAC
- Number of meetings and what meetings were attended by OUAC staff with community conveners of the various sectors
- Number of collaborative partnerships formed as a result of this funding to develop new programs and essential services to aid victims of terrorism and mass violence
- Number of new services and/or best practices established to assist victims of terrorism and mass violence as a result of this funding
 - o Number of new policies or practices evaluated
 - Number of those evaluated practiced adopted
- Number of survey respondents that indicated satisfaction with services provided
 - o Total number of surveys completed

• Number and type of training that OUAC staff received Upon the request of the City, HFUW will provide more frequent or additional reports and information.

Requests for Disbursement of Funding

HFUW will submit monthly requests for reimbursement in a form and with such supporting documentation as required by the City. Such requests shall be submitted to the City no later than the 20th day of the following month of requested reimbursement. The City will reimburse HFUW in accordance with the annual budget attached hereto in an amount not to exceed the annual funding under this subrecipient Agreement. Disbursements are to be made on a reimbursement basis for expenses actually incurred and paid by HFUW in accordance with the term of this agreement, and only upon approval by the City, in its sole discretion, of appropriate documentation submitted. Payment by the City shall in no way constitute a waiver of the City's right to recover from HFUW any amount of money paid to HFUW on items which are not eligible for repayment under the Agreement.

Appendix II

Revised and Restated Exhibit "B" to Agreement

Required Subrecipient Information

REQUIRED SUBRECIPIENT INFORMATION

1.	Subrecipient name (which must match registered name in DUNS): <u>Heart of Florida United Way, Inc.</u> , a Florida non-profit corporation
2.	Subrecipient's DUNS number (see §200.32 Data Universal Numbering System (DUNS) number): <u>16-316-1656</u> .
3.	Federal Award Identification Number (FAIN): 2017-RF-GX-0003
4.	Federal Award Date (see §200.39 Federal award date): <u>3/14/2017</u>
5.	Subaward Period of Performance Start Date and End Date: 1/01/2017 to 12/31/2017
6.	Amount of Federal Funds Obligated by this Agreement: \$\\\ 784,959
7.	Total Amount of Federal Funds obligated to subrecipient for this activity under all agreements between the City and the Subrecipient, including this Agreement: \$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
8.	Total Amount of the Federal Award: \$\\$1,602,034
9.	Total Amount of the Federal Award committed to the Subrecipient: \$\\$1,186,757
10.	Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): Implementation of the AEAP Program for the City of Orlando, including but not limited to the operation of the Orlando United Assistance Center.
11.	Name of Federal awarding agency, pass-through entity, and contact information for awarding official: <u>U.S. Department of Justice</u> ; <u>State of Florida Office of the Attorney General</u> , and the City of Orlando. Contact information for the awarding official at the City of Orlando: <u>ATTN</u> : Senior Advisor for Homelessness and Social Services, City of Orlando, 400 S. Orange Ave, 3rd Floor, Orlando, FL, 32802; (ph) 407-246-2863.
12.	CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award the CFDA number at the time of disbursement: 16.321 – Antiterrorism Emergency Reserve
13.	Identification of whether the award is R&D: N/A
14.	Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A costs)): de minimis rate

APPENDIX III

Revised and Restated Exhibit "C" to Agreement Budget

OUAC Administration/Support Budget

Jan. 1, 2017- Dec. 31, 2017

Staffing	% of Time	Salary	Benefits	Total
Administrator	100%	\$84,000	\$37,810	\$121,810
2 Front Desk Receptionist/Greeter	100%	\$54,080	\$24,336	\$78,416
Data Manager	100%	\$35,000	\$15,750	\$50,750
Community Partnership Developer	100%	\$35,000	\$15,750	\$50,750
Clerical Assistant	100%	\$27,040	\$12,168	\$39,208
Victim Advocate Lead/OUAC Manager	100%	\$42,000	\$18,900	\$60,900
4 Victim Advocates	100%	\$150,000	\$67,500	\$217,500
Security Officer	100%	\$52,000		\$52,000
Staffing Sub-total		\$479,120	\$192,214	\$671,334

Office Supplies	\$12,500
MaacLink Software License	\$2,250
Misc. Software License (Microsoft Office, Windows, etc.)	\$500
Gmail/Cloud Storage	\$1,280
Cell Phone Service Reimbursement-2 phones	\$960
Wi-Fi Hotspot	\$575
PC Hardware	\$3,500
Appointments Plus Software License	\$1,250
Software License Updates	\$1,500
Staff Development and Training	\$10,000
Personal Property & General Liability-Michigan Location	\$950
Travel Mileage	\$7,000
Sub-Total	\$42,265

Ī	Administration Fee 10%	
-	Includes the ongoing support from HFUW's financial	ļ
1	management, marketing & communications, advocacy, senior	674.260
-	leadership & grants management	\$71,360

Total Budget	\$784,959

APPENDIX IV

Copy of the Grant Agreement between the City and the State of Florida Office of Attorney General ("OAG Agreement")