AMENDMENT NO. 2 TO SUBRECIPIENT AGREEMENT

Subrecipient: <u>24/7 Gateway, LLC</u>

Address: <u>275 Pryor Street, SW</u>

City, State Atlanta, GA 30303

Telephone: (404) 215-6600

Facsimile or:

E-mail address <u>rholloway@gatewayctr.org</u>

Contact: Raphael Holloway, Chief Executive Officer

WITNESSETH

WHEREAS, Fulton County ("County") entered into a subrecipient Agreement ("Agreement") with 24/7 Gateway, LLC ("Subrecipient") to provide Homeless Emergency Assistance and Rapid Transition to Housing Act ("HEARTH Act") Homeless Prevention; and

WHEREAS, the Agreement was approved by the Fulton County Board of Commissioners ("BOC") on November 4, 2020, Agenda Item #20-0778; and

WHEREAS, the term of the Agreement was to run from December 1, 2020 to December 31, 2021, with the Subrecipient completing the Scope of Work within that time period; and

WHEREAS, the Scope of Work under the Agreement is funded by Housing and Urban Development (HUD) grant funds that were expected to cover and coincide with the stated term of the Agreement [i.e., December 1, 2020 to December 31, 2021]; and

WHEREAS, prior to the issuance of grant funding by HUD, Fulton County must obtain approval of its Action Plan; and

WHEREAS, due in part to a delay with the approval of the 2020 Action Plan, the grant to fund the Agreement was issued to Fulton County with an effective date of February 8, 2021 and to stay effective for 24 months thereafter; and

WHEREAS, the parties wish amend the dates of service to align the expenditure period of the Agreement with the HUD Grant Agreement; and

WHEREAS, Amendment No. 1 was approved by the Fulton County Board of

Commissioners on April 14, 2021, Agenda Item 21-0252; and

WHEREAS, this Amendment No.2 to the Agreement is required to change its term from May 1, 2021 – April 30, 2022 to May 1, 2021 – November 30, 2022.

NOW, **THEREFORE**, the County and the Subrecipient agree as follows:

This Amendment No. 2 to the Agreement is effective upon approval to commence on May 1, 2021 and to run through November 30, 2022, between the County and the Subrecipient, who agree that all services specified will be performed by in accordance with the Agreement as amend by this Amendment No. 2 to the Agreement and as follows.

- 1. **TIME OF PERFORMANCE:** The services of the Subrecipient shall commence on May 1, 2021 and shall terminate no later than the November 30, 2022, unless earlier terminated as set forth in the Agreement.
- 2. **STATEMENT OF WORK:** Services under this Agreement will be completed in accordance with the attached "Amended Attachment A: Statement of Work" which replaces Attachment A to the Agreement.
- 3. **COST REIMBURSEMENT BUDGET:** The costs under the Agreement will be reimbursed to Subrecipient in accordance with the attached "Amended Attachment B: Cost Reimbursement Budget."
- 4. **LIABILITY OF COUNTY:** This Amendment No. 2 to the Agreement shall not become binding on Fulton County and Fulton County shall incur any liability upon same until the Amendment has been executed by the Chairman, attested to by the Clerk to the Commission and delivered to Subrecipient.
- 5. **EFFECT OF AMENDMENT NO. 2 TO THE AGREEMENT:** Except as modified by this Amendment No. 2, the Agreement and attachments remain in full force and effect.
- 6. **ELECTRONIC SIGNATURES:** Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement with such scanned and electronic signatures having the same legal effect as original signatures.

IN WITNESS THEREOF, the Parties hereto have caused this Amendment to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

COUNTY:	SUBRECIPIENT:		
FULTON COUNTY, GEORGIA			
Robert L. Pitts, Chairman Board of Commissioners	Raphael Holloway, Chief Executive Officer 24/7 Gateway, LLC		
ATTEST:	ATTEST:		
Tonya R. Grier	Secretary/		
Clerk to the Commission	Assistant Secretary		
(Affix County Seal)	(Affix Corporate Seal)		
APPROVED AS TO FORM:	ATTEST:		
Office of the County Attorney	Notary Public		
APPROVED AS TO CONTENT:			
ALTROVED AG TO CONTENT.	County:		
	Commission Expires:		
Stanley Wilson			
Director of Community Development	(Affix Notary Seal)		
ITEM#: RCS:	ITEM#: RM:		
RECESS MEETING	REGULAR MEETING		

Fulton County FY20 Emergency Solutions Grant Program Amendment 2 ATTACHMENT A: Statement of Work

Provide a succinct description of your activities to be delivered that will be reimbursed with Fulton County FY20 ESG funds. Please include specific details related to the following.

- A. Goal
- B. Target Population
- C. Number of Beneficiaries

Do <u>not</u> include information on other activities not funded with FY20 ESG.

Goal

To provide essential services and operations as an eligible component of the Shelter activity and to provide essential services as an eligible component of the Outreach activity.

Target Population

Unsheltered individuals experiencing homelessness who are identified through Gateway Center's Fulton County Outreach.

Number of Beneficiaries

Two hundred individuals will be served annually through outreach engagement and/or supportive services.

Fulton County FY20 Emergency Solutions Grant Program Amendment 2 ATTACHMENT B: Cost Reimbursement Budget

BUDGET BREAKDOWN:

Attach the service-operating budget for the service to be delivered over the Agreement period (May 1, 2021 – November 30, 2022) with the County that applies to the service to be delivered as submitted in your 2020 ESG application.

Please note: It is important to be specific and detailed in your description of the service-operating budget to be funded with FY20 ESG including a reimbursement schedule acknowledging drawdowns of FY20 ESG funds for this activity. Do not include information on other activities not funded with FY20 ESG. Cost Reimbursement budgets shall not include expenses that do not pertain to the project operation for example: marketing, etc. All requested reimbursements shall include legible supporting authentic invoices and or receipts.

COST REIMBURSEMENT BUDGET

Item	Activity	Total Activity	
		(see Appendix A)	Cost
	Shelter	Essential Services: Operations:	\$25,000
	Homeless Prevention	Housing Relocation & Stabilization Financial Assistance: \$ 1. Housing Relocation & Stabilization Financial Services: \$ 2. Rental Assistance:	\$
	Rapid Rehousing	Housing Relocation & Stabilization Financial Assistance: Housing Relocation & Stabilization Financial Services: 2. Rental Assistance:	
	Outreach	1. Essential Services:	\$25,000
Total Cost Reimbursement Budget			\$ 50,000
Total Cost Reimbursement Budget			\$50,000

AMENDMENT 2 ATTACHMENT C: Monthly Performance Report

Subrecipient Name:		
FY20 ESG Activity:		
*Do not duplicate clients/p	articipants/beneficiaries data.	All clients/participants/beneficiaries are to

*Do not duplicate clients/participants/beneficiaries data. All clients/participants/beneficiaries are to be reported as New only during the first quarter in which they receive service. They are to be reported only one time during the contract year (May 1, 2021 – November 30, 2022).

Note: Acceptable performance reports will include HMIS supporting data. Accepted reports will be those that include HMIS reports.

1. BENEFICIARY DEMOGRAPHICS

	Monthly Report	YEAR TO DATE		
Age Group	# Served	# Served	% of Total	
Under 18				
18 – 24				
25 and over				
Don't know/Refused				
Missing Information				
Total				
Veteran Status				
No				
Yes				
Total				
Ethnicity				
Black or African American				
White				
Asian				
Other Race or Other Multi- Race				
Total				
Hispanic				
Not Hispanic				
Total				
Gender				
Male				
Female				
Transgendered				
Unknown				
Total				

Number of Persons in Households	Total
Adults	
Children	
Don't Know/Refused	
Missing Information	
Total	

Special Population Served

Subpopulation	Total Shelter	Total Prevention	Total RRH	Total Outreach	Total
Veterans					
Victims of Domestic					
Violence					
Elderly (62 & Older)					
HIV/AIDS					
Chronically Homeless				/	
Persons with Disabilities:					
Severely Mentally III			/		
Chronic Substance Abuse					
Other Disability					
Total Unduplicated			/		
	Shelter Utiliza	tion			Total
Number of Beds – Conversion (Enter the number of beds created as a result of conversion of a building to a shelter) Number of beds-nights available (Enter the number of beds available in a year					
including all beds whether or Number of bed-nights provide			wore filled each		
night – include all beds, whet			were illeu each		
Thight - include all beds, when	ner or not LSG i	unueu)			
ESG Expend	litures for Hom	eless Prevention			Total
ESG Expenditures for Homeless Prevention Expenditures for Rental Assistance				Total	
Expenditures for Utility Assistance					
Expenditures for Housing Relocation & Stabilization Services-Financial					
Expenditures for Housing Relocation & Stabilization Services-Financial Expenditures for Housing Relocation & Stabilization Services-Services					
Subtotal Homeless Prevention					
ESG Expenditures for Rapid Re-housing					Total
Expenditures for Rental Assistance					1000
Expenditures for Utility Assist					
Expenditures for Housing Rel		zation Services-F	inancial		
Expenditures for Housing Relocation & Stabilization Services-Services Subtotal Rapid Re-housing					
ESG Fxnen	ditures for Fm	ergency Shelter	p.a. no nodonig		Total
Essential Services	Santai Co To La La III	s.gener cheller			10141
Operations					
		Subtotal Em	ergency Shelter		
ESG Expenditures for Outreach				Total	
Essential Services					
		Su	btotal Outreach		
To	otal ESG Grant				Total
Total ESG Funds Expended					