



Interoffice Memorandum

AGENDA ITEM

March 9, 2022

TO: Mayor Jerry L. Demings
–AND–
County Commissioners

FROM: Jon V. Weiss, P.E., Director
Planning, Environmental, and Development
Services Department

A handwritten signature in black ink, appearing to read "J.V. Weiss", written over the name in the "FROM" field.

**CONTACT PERSON: Mitchell Glasser, Manager
Housing and Community Development Division
407-836-5190**

SUBJECT: April 5, 2022 – Consent Item
Amendment No. 1 to Subrecipient Agreement

On August 11, 2020, Orange County entered into a subrecipient agreement with the Coalition for the Homeless of Central Florida, Inc., to allocate \$600,000 in State Housing Initiatives Partnership (SHIP) funds. The Coalition has fully expended its original allocation and served over 165 individuals with permanent rental assistance and case management services. The proposed amendment awards the agency an additional \$600,000 for a total allocation of \$1,200,000 for rapid rehousing services. The amendment also extends the current agreement through December 31, 2022. The County Attorney's Office has reviewed the Amendment as to form.

ACTION REQUESTED: Approval and execution of Amendment No. 1 to Subrecipient Agreement between Orange County, Florida and Coalition for the Homeless of Central Florida, Inc. relating to the State Housing Initiatives Partnership Program FY 2021-2022 for the specific purpose of providing additional funding for rapid rehousing services in the amount of \$600,000. All Districts

JVW:MG
Attachment

AMENDMENT No. 1
to
SUBRECIPIENT AGREEMENT
between
ORANGE COUNTY, FLORIDA
and
COALITION FOR THE HOMELESS OF CENTRAL FLORIDA, INC.
relating to
THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM
FY 2021-2022
for the specific purpose of
PROVIDING ADDITIONAL FUNDING FOR RAPID REHOUSING SERVICES

THIS FIRST AMENDMENT (“Amendment”) is entered into by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, located at 201 South Rosalind Avenue, Orlando, FL 32801 (the “County”), on behalf of its Housing and Community Development Division (“Housing”), and Coalition for the Homeless of Central Florida, Inc., a qualified not-for-profit corporation registered under the laws of the State of Florida, with its principal office located at 18 N. Terry Avenue, Orlando, FL 32801-2211 (the “Subrecipient”). The County and Agency may be referred to individually as “party” or collectively as “parties.” The purpose of this Amendment is to amend and modify the terms of the Subrecipient Agreement that was entered into by the parties and approved by the Orange County Board of County Commissioners on August 11, 2020 for the specific purpose of providing funds to address homeless housing needs through rapid rehousing services (the “Agreement”).

RECITALS

WHEREAS, the County and the Subrecipient entered into the Agreement on August 11, 2020 for the specific purpose of providing funds to address homeless housing needs through rapid rehousing services; and

WHEREAS, the Agreement obligates the Subrecipient to provide up to 12 months of permanent rental assistance to a minimum of 60 qualified individuals or families experiencing homelessness and provide case management services that focus on placement coordination related to housing needs and improving housing stability through employment and additional support (the “Project”); and

WHEREAS, as of December 2021, the Subrecipient has fully expended its original allocation in the amount of \$600,00 and served over 165 individuals; and

WHEREAS, the Subrecipient is now requesting an additional Six Hundred Thousand Dollars (\$600,000) to serve approximately one hundred twenty (120) additional individuals or families; and

WHEREAS, the terms of the Agreement began on May 1, 2020, through February 28, 2022; and

WHEREAS, the Subrecipient has requested to extend the current agreement through December 31, 2022; and

WHEREAS, the parties now desire to amend the Agreement to revise the term to extend the Agreement through December 31, 2022 and to amend Article V, Section 2.1 of the agreement to allow for an additional Six Hundred Thousand Dollars (\$600,000) for a total program allocation of One Million Two Hundred Thousand Dollars (\$1,200,000); and

WHEREAS, each of the parties hereby agree to modify the terms of the Agreement as set forth in this Amendment; and

NOW THEREFORE, in consideration of the mutual covenants and promises set forth in this Amendment, and for the goods and valuable consideration, the sufficiency and receipt of which the parties hereby acknowledge the County and Subrecipient agree as follows:

Section 1. Recitals. The above recitals are true and correct and incorporated herein as a material part of this Amendment.

Section 2. Definitions. Any capitalized terms not otherwise defined in this Agreement shall have the meanings assigned to such terms in the Agreement.

Section 3. Form of Modifications. Throughout this Amendment, additions to the original language of the Agreement are shown with underline and deletions are shown with ~~strikethrough~~. Sections of the Agreement not modified in this Amendment shall remain unchanged.

Section 4. Amendment to Article V, Section 2.1 on Page 7 of the Agreement. Pursuant to Article XV, Section 1, of the Agreement, the parties hereby agree to modify the Agreement to increase the Project Budget as further described in this written Amendment. Article V, Section 2.1, on Page 7 of the Agreement is hereby amended as follows:

Section 2. Budget.

2.1 The County shall pay the Subrecipient a total amount up to and not exceeding ~~Six Hundred Thousand Dollars (\$600,00)~~ One Million Two Hundred Thousand Dollars (\$1,200,000) from SHIP funds. Such funds shall be paid in accordance with the Subrecipient's Budget and all state and local laws, rules, regulations, and orders. ~~The Subrecipient's budget designates Three Hundred Thousand Dollars (\$300,000) per SHIP fiscal year.~~ A copy of Subrecipient's budget is attached hereto as **Exhibit B.**

Section 5. Amendment to Article IX, Section 1 on Page 14 of the Agreement. Pursuant to Article XV, Section 1, of the Agreement, the parties hereby agree to modify the Agreement to extend the term of the Agreement through December 31, 2022. Article IX, Section 1, on Page 14 of the Agreement is hereby amended as follows:

Section 1. Term. The term of this Agreement shall be May 1, 2020 through December 31, 2022 ~~February 28, 2022~~. Unless otherwise approved in the County in writing, all Project services shall be completed by December 31, 2022 ~~February 28, 2022~~.

Section 6. Amendment to Exhibit B, Budget, on Page 34. Exhibit B, Budget, Page 34 of the Agreement is hereby amended as follows:

**“EXHIBIT B”
BUDGET**

**COALITION FOR THE HOMELESS OF CENTRAL FLORIDA, INC.
STATE HOUSING INITIATIVE PROGRAM (“SHIP”)
GRANT PERIOD ~~May 1, 2020 – February 28, 2022~~ December 31, 2022**

| Direct Costs | Total Cost |
|--|---|
| SHIP FY 19-20 Rental Assistance (may include security and utility deposits, and rent subsidies for up to twelve (12) months) | \$300,000 |
| SHIP FY 20-21 Rental Assistance (may include security and utility deposits, and rent subsidies for up to twelve (12) months) | \$300,000 |
| <u>SHIP FY 21-22</u> <u>Rental Assistance</u> <u>(may include security and utility deposits, and rent subsidies for up to twelve (12) months)</u> | <u>\$600,000</u> |
| TOTAL BUDGET | \$600,000 <u>\$1,200,000</u> |

ACTIVITY: Subrecipient will utilize SHIP funds to provide rapid rehousing services to homeless individuals and families.

PROJECTED OUTPUTS: Subrecipient will provide rapid re-housing rental assistance to approximately two hundred eighty-five (285) unduplicated households.

RESTRICTIONS: Subrecipient will provide up to \$10,000 of temporary rental, utility and deposit assistance per household. Household rent is limited to no more than the SHIP rent limits based upon 80% AMI and adjusted by number of bedrooms in unit (**Exhibit E**).”

Section 7. General Terms.

A. **Representations and Warranties.** The parties hereby affirm and declare that all representations and warranties contained in the Agreement, and as modified in this Agreement, remain true and correct as of this Amendment’s execution date.

B. **No Waiver.** Nothing contained in this Amendment waives any covenant or other default or any event that would become a default with the passage of time or the giving of notice under the Agreement.

C. **Severability.** The provisions of this Amendment are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from the holding.

D. **Counterparts.** This Amendment may be executed in one or more counterpart copies. Each counterpart copy shall constitute an agreement and all of the counterpart copies shall constitute one fully executed agreement.

E. **Effective Date, Conflicts, and Full Force.** This Amendment is hereby made a part of the Agreement and shall take effect upon execution by all parties. Except as expressly modified in this Amendment, the Agreement remains intact, unchanged, and in full force and effect.

[SIGNATURES ON FOLLOWING PAGES]

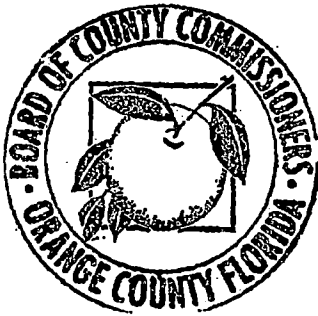
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioners

BY: *Jerry L. Demings*
for Jerry L. Demings
Orange County Mayor

Date: April 5, 2022



ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

BY: *Katie Smith*
Deputy Clerk

Date: April 5, 2022

[REMAINING SIGNATURES ON THE FOLLOWING PAGES]

BY: COALITION FOR THE HOMELESS OF CENTRAL FLORIDA, INC.

[Signature] Allison Krall
Allison Krall, Chief Executive Officer

AND:

BY: [Signature]
Board Chairman or Authorized Representative
Ben Galles Vice-Chair
(Print or Type Name)

NOTARY:

STATE OF FLORIDA
COUNTY OF ORANGE

The aforesaid instrument was acknowledged before me by means of physical presence or online notarization this 11th day of March, 2022 by Allison Krall, in her official capacity as CEO for the Subrecipient. He/She is personally known to me or has produced Drivers license, as identification.

[Signature]
Signature of Notary Public
Cortney Thompson
Name Printed or Stamped:



CORTNEY C THOMPSON
Commission # GG 250445
Expires August 20, 2022
Bonded Thru Budget Notary Services

STATE OF FLORIDA
COUNTY OF ORANGE

The aforesaid instrument was acknowledged before me by means of physical presence or online notarization this 11th day of March, 2022 by Allison Krall in their official capacity as the Board Chairman or Authorized Representative for the Subrecipient. He/She is personally known to me or has produced Drivers license, as identification.

[Signature]
Signature of Notary Public
Cortney Thompson
Name Printed or Stamped:



CORTNEY C THOMPSON
Commission # GG 250445
Expires August 20, 2022
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