

FIRST AMENDMENT
to
PROJECT ADMINISTRATION SUBRECIPIENT AGREEMENT (#2024-11-09)
between
ORANGE COUNTY, FLORIDA
and
COALITION FOR THE HOMELESS OF CENTRAL FLORIDA, INC.
regarding
**THE EMERGENCY SOLUTIONS GRANT (“ESG”) PROGRAM – RAPID UNSHELTERED
SURVIVOR HOUSING (RUSH)**
FY 2024-2025 AND FY 2025-2026

THIS FIRST AMENDMENT (“First Amendment”) is entered into by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, on behalf of its Housing and Community Development Division (the “**County**”), and **COALITION FOR THE HOMELESS OF CENTRAL FLORIDA, INC.**, a qualified not-for-profit corporation registered under the laws of the State of Florida (the “**Agency**”). The County and Agency may be referred to individually as “**party**” or collectively as “**parties**”.

RECITALS

WHEREAS, the County and the Agency entered into an agreement on August 26, 2025 (the “**Original Agreement**”) for the specific purpose of providing funds for rapid re-housing services to qualified homeless individuals and households affected by Hurricanes Helen and Milton (the “**Services**”); and

WHEREAS, the Agency submitted a written amendment request to reallocate funds and establish a new budget line in the Original Agreement Budget to include personnel costs, consistent with Article XVI, Section 17 of the Original Agreement; and

WHEREAS, the proposed amendment does not change the scope of services, and the total Agreement budget remains the same at \$258,000; and

WHEREAS, it is the intention of the parties to amend the Original Agreement, as further detailed in this First Amendment, in order to reflect changes requested by the Agency as agreed to by the County.

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

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

Section 2. **Definitions.** Any capitalized terms not otherwise defined in this First Amendment shall have the meanings assigned to such terms in the Original 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 Original Agreement not modified in this Amendment shall remain unchanged.

- A. **EXHIBIT B (“Budget”)** attached to the Original Agreement is replaced in its entirety by **EXHIBIT B** attached to this First Amendment.
- B. **EXHIBIT C (“Scope of Services”)** attached to the Original Agreement is replaced in its entirety by **EXHIBIT C** attached to this First Amendment.

Section 4. General Terms.

- A. **Representations and Warranties.** The parties hereby affirm and declare that all representations and warranties contained in the Original Agreement, as modified in this First Amendment, remain true and correct as of this First Amendment’s execution date.
- B. **No Waiver.** Nothing contained in this First 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 Original Agreement.
- C. **Severability.** The provisions of this First Amendment are declared by the parties to be severable. However, the material provisions of this First Amendment are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this First Amendment. Therefore, should any material term, provision, covenant or condition of this First Amendment 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 First Amendment may be executed in separate counterparts, all of which taken together shall be deemed to constitute one and the same instrument.
- E. **Effective Date, Conflicts, and Full Force.** This First Amendment is hereby made a part of the Original Agreement and shall take effect upon execution by the last of the parties (the “**Effective Date**”). All provisions in the Original Agreement, any attachments to the Original Agreement, or any previous amendments that are in conflict with this First Amendment are hereby changed to conform to this First Amendment. Except as expressly modified in this First Amendment, the Original 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
Orange County Mayor

Date: _____

ATTEST:

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

BY: _____
Deputy Clerk

Date: _____

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[REMAINING SIGNATURES ON THE FOLLOWING PAGES]

**EXHIBIT B
BUDGET**

**COALITION FOR THE HOMELESS OF CENTRAL FLORIDA, INC.
EMERGENCY SOLUTIONS GRANT (RUSH)
GRANT PERIOD August 1, 2025 - July 31, 2026**

Direct Costs	Total Cost
<i>Personnel Costs</i> – Salaries of service delivery personnel and associated costs (payroll taxes)	\$42,056
<i>Re-Housing Rental Assistance</i> (rent payments, arrears)	\$120,000 <u>\$98,972</u>
<i>Re-Housing Financial Assistance</i> (costs associated with housing search, security deposits, application fees, moving costs, utilities, etc.)	\$120,000 <u>\$98,972</u>
Indirect Cost (Admin – 7.5%)	\$18,000
TOTAL BUDGET	\$258,000

ACTIVITY: Coalition for the Homeless of Central Florida, Inc., will utilize ESG-RUSH funds to provide rapid re-housing services for qualified homeless individuals and household impacted by Hurricanes Helene and Milton.

PROJECTED OUTPUTS/OUTCOMES: The Agency will provide assistance to **twenty (20)** unduplicated households.

PROGRAM INCOME: The Agency must report any program income as part of the monthly reimbursement request submittal.

MATCHING FUNDS: Match requirement is waived for the ESG-RUSH funds.

**EXHIBIT C
SCOPE OF SERVICES**

**COALITION FOR THE HOMELESS OF CENTRAL FLORIDA, INC.
EMERGENCY SOLUTIONS GRANT (RUSH)
GRANT PERIOD August 1, 2025 – July 31, 2026**

OBJECTIVE(S): To help households who were unsheltered, or in temporary shelter during Hurricanes Helene and/or Milton secure long-term housing.

PLANNED ACTIVITIES: The Agency will offer rapid-re-housing services to ESG-RUSH qualified individuals and households to help them gain and maintain housing stability. As part of the services, the Agency will move clients who were directly affected by the hurricanes Helene and/or Milton from the emergency shelter facilities on the Agency's campus into permanent housing. Eligible clients will be provided with the following:

- 1) **Re-Housing Rental Assistance (tenant-based):** rent payments and arrears.
- 2) **Re-Housing Financial Assistance:** costs associated with housing search, security deposits, application fees, moving costs, utilities, etc.
- 3) **Stabilization Services ~~(covered by the Agency)~~:** housing stability case management, housing search and placement, other services as approved by the County.

NOTE: Maximum assistance amounts (if applicable) and length of assistance are specified in the County's ESG Program Policies and Procedures. The maximums can be waived on a case-by-case basis, with a written request from the Agency. The waiver documentation requests must be kept in a client file.

ANTICIPATED OUTPUTS/OUTCOMES: The Agency will provide assistance to **twenty (20)** unduplicated households during the period of August 1, 2025 through July 31, 2026.

It is anticipated that the planned activity will result in the following outcomes:

1. 100% of program participants will receive financial counseling services, and 80% will complete monthly budgets as a result of those services;
2. 80% of program participants will maintain or increase their income measured from time of entry into the program;
3. 100% of program participants will receive and updated housing plan;
4. 75% of program participants will move into permanent housing on program exit.

ESG-RUSH Program Funds may not be used to pay for the same costs or Clients funded during the same period by any other County funding and/or other federal sources.

AGENCY RESPONSIBILITIES: The Agency shall ensure that the Planned Activities performed under this Agreement are provided in accordance with the applicable ESG Program Components described in 24 CFR Part 576, Subpart B (e.g. street outreach, emergency shelter, homelessness prevention, rapid re-housing, housing relocation and stabilization, rental assistance, HMIS, and administrative activities) and applicable RUSH Program Requirements described in 24 CFR Part 576, Subpart E (e.g., evaluating participant eligibility and inspecting for housing habitability standards).

PROGRAM ELIGIBILITY – ADDITIONAL ESG-RUSH INFORMATION: The Agency shall confirm and re-confirm the eligibility (Orange County residency, verification of income, or, if applicable, limited clientele eligibility) of each client seeking services that are provided under this Agreement in accordance with 24 CFR § 576.401).

To be eligible for services or rental assistance provided with RUSH funds, each individual or household must:

- (1) be homeless or at risk of homelessness as those terms are defined in 576.2 or meet the criteria in section 103(b) of the McKinney-Vento Homeless Assistance Act;
- (2) have been residing in an area identified as eligible for FEMA Individual Assistance when a “major disaster” is declared under the Robert T. Stafford Disaster Relief and Emergency Assistance Act; and
- (3) have needs that will not be served or fully met by other existing Federal disaster relief programs.

An individual or household need not requalify as homeless or at risk of homelessness, if the individual or family was already determined to meet the ESG definition of homelessness or at risk of homelessness and was receiving ESG assistance when the major disaster occurred. Evidence of eligibility for the client shall be provided to Orange County upon request. Files for each client shall be kept separately and shall be properly labeled to indicate the funding source.

Additionally, the Agency must have policies in place for assessment, prioritization, and reassessment of need for essential services. The policies on admission, diversion, referral and discharge procedures, to include standards regarding the length of stay, if any, and safety and shelter needs of special populations, such as victims of domestic violence and individuals and families with the highest barriers to housing who may be likely to be homeless for longer periods, must be clearly described. Further, the Agency shall ensure that the protections for victims of domestic violence contained in 24 CFR Part 5, Subpart L, are included or incorporated into rental assistance agreements and leases, as provided in the RUSH Program components for short-term and medium-term rental assistance as more fully described in 24 CFR § 576.106(e) and (g).

TIMELINE: Projected activities are expected to be carried out during the period starting August 1, 2025, and ending July 31, 2026.

LOCATION(S): 18 N Terry Ave, Orlando, FL 32801

KEY RESPONSIBLE PERSONNEL: The following staff members will be involved in the programs:

Olivia Holden, Case Manager; Melissa Trim, Case Manager; Maria De Jesus, Director of Housing; Katherine Ramos, Government Grants Accountant.

The Agency is responsible for making sure that the assigned key personnel are sufficiently trained to perform their duties and responsibilities, as assigned, and knowledgeable about the program requirements. The County shall be notified in a timely manner of key personnel changes. Such notifications shall be submitted in writing.

RECORDKEEPING: The Agency shall adequately track, manage, and account for grant funds. The Agency shall be responsible for maintaining a recordkeeping system which organizes and summarizes transactions in a form that provides the basis to maintain adequate documentation to support all costs charged to this funding source. Additionally, the Agency shall incorporate a timekeeping system that identifies employees' time and effort by funding source and maintains documentation of cost allocation.

BILLING AND PAYMENTS: The Agency shall submit all invoices and/or requests for reimbursement with the required supporting documentation on or before the last business day of each month. Invoices/requests for reimbursement shall contain the following, as applicable: cover letter, invoice (see **Exhibit D**), monthly expenditure report form, programmatic report (see **Exhibit G**), salary support documents and time allocation records, utilities, operational and other expenses, payments to vendors, and other support documents and information.

The Agency is responsible for providing a copy of its updated insurance certificate(s) to Orange County and keeping its UEI number and registration on www.sam.gov current. The Agency shall also provide a copy of its new annual audit to Orange County once available.

PROGRAM INCOME: When Agency receives fees or donations from clients assisted under the program, these funds shall be listed on the monthly expenditures report form submitted with a request for reimbursement. Additionally, a list of client names and amounts paid or donated should be attached.