

FIRST AMENDMENT TO FUNDING AGREEMENT

THIS FIRST AMENDMENT TO FUNDING AGREEMENT is entered into this ____ day of _____, 2015 (the “Effective Date”), by and between the **COALITION FOR THE HOMELESS OF CENTRAL FLORIDA, INC.**, a Florida not-for-profit corporation (“Coalition”) and the **CITY OF ORLANDO COMMUNITY REDEVELOPMENT AGENCY (“CRA”)**, an entity created pursuant to Part III of Chapter 163, Florida Statutes.

W I T N E S S E T H:

WHEREAS, the City Council initially adopted a community redevelopment plan for the Downtown Orlando Community Redevelopment Area (“Area”) on July 12, 1982, which was most recently amended on May 4, 2015, pursuant to resolution of City Council (“Redevelopment Plan”); and

WHEREAS, On June 17, 2013, the CRA and Coalition entered into an agreement by which the CRA is providing funding to the Coalition for its assistance in achieving several of its Redevelopment Plan goals related to reduction of homeless persons in the Area, including operation of the Men’s Service Center within the Area (“Agreement”); and

WHEREAS, due to construction related delays, the Coalition opened its Men’s Service Center on January 28, 2015, over a year later than originally anticipated at the time the Agreement was entered into; and

WHEREAS, as a result of the delay in opening, and based on initial operations of the Men’s Service Center, the parties desire to amend some terms of the Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants hereinafter contained, the parties do agree as follows:

1. Section 2 of the Agreement is hereby amended to read:

2. Term: The term of this Agreement shall commence on July 1, 2013, and shall, unless sooner terminated as provided herein, automatically terminate on July 1, 2024 (“Term”).

2. Section 3 of the Agreement is hereby amended to read:

3. Funding: Subject to the terms and conditions set forth in this Agreement, the CRA agrees to contribute to the Coalition to assist in their provision of the Services in partial fulfillment of the Redevelopment Plan goals (“Funding”). The CRA’s obligation to make any payment under this Agreement is expressly contingent upon the conditions set forth in Section 4 herein. Payments shall be made to the Coalition on an annual basis, during the first two weeks of July (between July 1st and 15th) of each year. Such Funding shall be distributed to the Coalition as follows:

2013-\$500,000.00
2014-\$0
2015-\$450,000.00
2016-\$400,000.00
2017-\$350,000.00
2018-\$300,000.00
2019-\$300,000.00
2020-\$250,000.00
2021-\$200,000.00
2022-\$150,000.00
2023-\$100,000.00

3. Section 4c. is hereby amended to read as follows:

- c. Starting in 2016, the Coalition shall match funds (in cash) in an amount equal to the Funding to be given in a particular year and demonstrate evidence of the matching funds by the end of such reporting year in order to obtain the amount of Funding scheduled to be distributed to the Coalition for the following year.

4. Sections 6a. and 6b. are hereby amended to read as follows:

- a. The Coalition shall submit quarterly progress and summary financial reports to the CRA (annual quarterly reports for January-March due by April 30th each year, for April-June due by July 31st each year, for July-September due by October 31st each year, and for October-December due by January 31st, and so on) as well as an annual summary for each calendar year of to be provided to the CRA by January 31st of each year. The parties acknowledge that due to the shift in timing of reports from the Agreement, the “year end” report for 2015 for June 2014-May 2015 will include the additional month of June 2015 and will be provided to the CRA by July 31, 2015.
- b. Progress reports shall confirm that the Coalition has met the conditions set forth in Section 4 hereof and shall provide data related to each performance goal enumerated on Exhibit “B” hereto. Additionally, each report shall contain information including the number of persons served, demographics of those served, where persons have been referred from, if applicable, and length of stay. Also to be reported shall be the number or SOAR applications submitted and number of application approvals as well as numbers of referrals out to other programs (including SOAR). In addition, at exit, the Coalition shall measure how many men have moved into housing, moved to other programs, maintained or increased income, maintained or obtained employment, received education or training, as well as any reduction in use of deep-end services and report such numbers applicable for the report’s timeframe in each report to the CRA. For each client exiting into permanent housing, the Coalition shall provide such client’s HMIS identification number within the CRA reports. Moreover, the reports shall be

consistent with the Services described in Exhibit "A", shall identify expenditures associated with or related to the Funding, and shall, when required by section 4(c) hereof, provide evidence of matching funds for such reporting year.

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

IN WITNESS WHEREOF, the parties hereto have executed these presents and have set their hands and seals each upon the date so indicated.

**COALITION FOR THE HOMELESS
OF CENTRAL FLORIDA, INC.**

By _____
President/Chief Executive Officer

WITNESSES:

(1) _____

Print Name: _____

(2) _____

Print Name: _____

Board Chairman

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____ as the _____ of Coalition for the Homeless of Central Florida, Inc. He/She is personally known to me or has produced a valid (State) _____ Driver's License as identification.

Notary Public
My Commission Expires:

**CITY OF ORLANDO COMMUNITY
REDEVELOPMENT AGENCY**

By: _____
Buddy Dyer
Chairman

ATTEST:

By: _____
Thomas C. Chatmon, Jr.
Executive Director

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Buddy Dyer and Thomas C. Chatmon, Jr., well known to me and known by me as the Chairman and Executive Director, respectively, of the City of Orlando Community Redevelopment Agency, who are personally known to me or has produced a valid (State) _____ Driver's License as identification.

Notary Public
Commission Expires:

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
CRA, only.
_____, 2015.

Assistant City Attorney
Orlando, Florida

