

CITY OF ORLANDO
FUNDING AGREEMENT FOR FISCAL YEAR 2017 TO 2018
WITH CENTRAL FLORIDA COMMISSION ON
HOMELESSNESS

THIS FUNDING AGREEMENT, (“Agreement”) made and entered into this ____ day of _____, 2017, by and between the **CITY OF ORLANDO, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, (“the City”), and the **CENTRAL FLORIDA COMMISSION ON HOMELESSNESS**, a Florida not for profit corporation (“the Agency”).

WITNESSETH THAT:

WHEREAS, the Agency has applied to the City for a donation of funds in order to provide such services and programs (collectively the “Services”) as are set forth on **Exhibit "A"** attached hereto and incorporated herein by this reference; and

WHEREAS, these Services benefit, in whole or in part, the citizens of the City; and

WHEREAS, the City has determined that there is a public need for such Services and that a valid public purpose in promoting the general health, welfare and safety of the citizens of the City would be served by funding the Services; and

WHEREAS, in order to serve the public need and in furtherance of the public purpose, the City has appropriated funds to be granted to the Agency for providing such Services; and

WHEREAS, the parties mutually desire to enter into this Agreement whereby the Agency will receive and disburse the aforementioned funds of the City for the purpose of providing the Services in accordance with the terms and conditions set forth herein; and

WHEREAS, the Agency has available the necessary qualified and trained personnel, facilities, materials and supplies to perform the Services set forth in this Agreement;

NOW, THEREFORE, in consideration of the promises and of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows:

1. **INCORPORATION OF PREAMBLE.** The preamble of this Agreement set forth above is true and correct and is incorporated herein by this reference as if fully set forth below.

2. **FUNDING; PERFORMANCE OF SERVICES.** The City has heretofore appropriated, for the period commencing October 1, 2017 and ending September 30, 2018, the total

sum of **Eighty-Two Thousand Two Hundred Eighty and 00/100 Dollars (\$82,280.00)** to be administered and disbursed by the Agency solely for the Services set forth herein ("Funds"). Agency hereby agrees to provide and perform the Services in accordance with the terms and conditions set forth in this Agreement.

3. **PAYMENTS.** The City's contribution shall be made to the Agency in one payment **Eighty-Two Thousand Two Hundred Eighty and 00/100 Dollars (\$82,280.00)**, unless otherwise approved and authorized in writing by the Chief Administrative Officer and the Chief Financial Officer of the City. Payment by the City shall be contingent upon: (a) receipt and approval by the City of the progress and financial reports specified in Paragraph 4 below; (b) inclusion of the audit provisions set forth in Paragraph 7 below in sub-recipient agreements; (c) compliance by the Agency with any and all requirements, terms and conditions contained in this Agreement; and (d) the continuing faithful performance of all of the provisions of this Agreement, including the provision of Services, by the Agency. Contingent upon all requirements having been met, the Funds will be disbursed by the City to the Agency in one lump sum payment of \$82,280.00 within thirty (30) days of the Effective Date. Any Funds received by Agency which are not expended by Agency to provide or perform the Services set forth herein prior to December 31, 2018, shall be repaid to the City no later than December 31, 2018, unless an extension of time for such expenditure is granted by the City's Assistant to Director of the Office of Community Affairs ("Assistant to Director") in writing.

4. **PROGRESS AND FINANCIAL REPORTING.** The Agency agrees to submit progress and financial reports on a quarterly basis to the Assistant to the Director in form and content acceptable to the Assistant to the Director in accordance with the schedule set forth on **Exhibit "B"** attached hereto and incorporated herein by this reference. At a minimum, subject to requests for additional information by the Assistant to the Director, such progress reports shall include an evaluation of the Services and must indicate the amount or level of Services provided to City of Orlando residents. Moreover, the quarterly reports shall be consistent with the Services detailed herein and shall identify expenditures associated with or related to the Funds. Failure to comply with the requirement for submission of such reports in form and content acceptable to the Assistant to the Director shall constitute grounds for termination of this Agreement and may result in the ineligibility of the Agency to receive contributions from the City. Completion of the prior year's reporting requirements, if any, and submission of all required annual financial statements are a prerequisite to receipt of any payment under this Agreement.

5. **501(C)(3) STATUS.** Agency represents and warrants to City that it has applied for and received tax exempt status from the United States Internal Revenue Service ("IRS") as a 501(C)(3) organization as evidenced by a determination letter from the IRS. A copy of the IRS letter approving Agency's tax exempt status shall be provided to the City prior to the distribution of any Funds to Agency. The Agency will maintain its tax exempt status with the IRS and its status as an active entity in good standing with the State of Florida throughout the term of this Agreement. If the Agency should, during the term of this Agreement, lose its IRS tax exempt status or its active or non-profit status with the State of Florida, it will immediately notify the City, and the City reserves the right to terminate this Agreement immediately and discontinue payments to the Agency.

6. **NONDISCRIMINATION.** The Agency agrees that it shall not unlawfully discriminate in the provision of Services. Agency shall provide Services without regard to race, color, creed, sex, sexual orientation, age, national origin, disability or marital status and in compliance with Chapter 57 of the Code of the City of Orlando, Title VII of the Civil Rights Act of 1964 as amended, and any and all other applicable federal, state or local laws, rules or regulations, whether presently existing or hereafter promulgated. Agency shall not use any portion of the Funds for religious instruction, worship, proselytizing, or any other unauthorized purpose.

7. **ACCOUNTING AND AUDIT.** The Agency will submit copies of its audited annual financial statements to the City as follows: (1) upon execution of this Agreement (or as soon thereafter as such statements are prepared) for the Agency's immediately preceding fiscal year and (2) thereafter for each fiscal year of Agency during which it receives or expends any Funds from the City under this Agreement such statements shall be submitted upon completion by the Agency which submission date shall not exceed one hundred eighty (180) days following the end of the Agency's fiscal year. For all financial statements and records related to the Funds, the Agency will utilize those accounting practices and procedures and maintain those records regarding receipts and disbursements of the Funds as are in accordance with generally accepted accounting principles (GAAP). All such records shall be open to inspection and audit by the Assistant to the Director or by the Assistant to the Director's designee during normal business hours during the term of this Agreement. Additionally, the Agency will maintain its books and records related to the Services provided utilizing the Funds, and the City will be entitled to audit such books and records, for a period of five (5) years from the date of the last payment under this Agreement. Any cost incurred by the Agency as a result of an audit shall be the sole responsibility of, and shall be borne by, the Agency. In addition, should the Agency provide any or all of the Funds to sub-recipients, then, and in that event, the Agency shall include in its written agreements with such sub-recipients a requirement that records of the sub-recipient be open to inspection and audit by the City or the City's designee to the same extent as those of the Agency.

8. **MONITORING.** The Agency will permit the City and the City's designees to monitor the Services to ensure compliance with the terms of this Agreement. The Agency shall, to assist in the monitoring of its Services, provide the City and the City's designees with access to all client records and such other information as the City may deem necessary. In the event of breach of this Agreement by Agency, the City reserves the right to pursue all legal and equitable remedies available to it including, but not limited to, the right to suspend or terminate payments under this Agreement and the right to restitution with respect to any Funds utilized by the Agency in a manner which is not in conformance with the terms of this Agreement. Agency shall make restitution to the City of any Funds not used in conformance with the terms of this Agreement within fifteen (15) days of demand by the City.

9. **TERMINATION.** This Agreement may be terminated by either party at any time, with or without cause, upon written notice to the other party. Said notice shall be delivered in the manner set forth in Paragraph 22 below. The termination of this Agreement shall not relieve the

Agency from any obligations under this Agreement with respect to funds paid to the Agency prior to termination.

10. **INDEMNIFICATION.** The Agency agrees to indemnify, defend and save harmless the City from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorneys' fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with any or all of the following: (1) the acts or omissions of the Agency, its employees, officers, directors, sub-recipients or agents related to this Agreement, (2) the provision of any Services by the Agency, its sub-recipients or agents, or (3) the mere existence of this Agreement itself.

11. **NO WAIVER.** Continued performance by either party after a default or violation of any of the terms, covenants or conditions herein shall not be deemed a waiver of any right to terminate this Agreement or elect any other remedy or action, nor shall it be construed or act as a waiver for any subsequent default.

12. **CONSTRUCTION; SEVERABILITY.** This Agreement shall be construed in accordance with the laws of the State of Florida. It is agreed to by the parties that if any covenant, condition or provision contained in this Agreement is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenants, conditions or provisions contained herein.

13. **NONASSIGNABILITY.** The Agency may not assign its rights or obligations under this Agreement without the prior written consent of the Assistant to the Director, which assignment may be agreed to, denied, or conditioned in part or in whole as the Assistant to the Director deems appropriate in his or her sole discretion. A successor agency does not automatically have any rights to the Funds disbursed under this Agreement by its position as a successor. A successor agency must receive prior approval from the Assistant to the Director before it can receive Funds. Failure to comply with this section may result in immediate termination of this Agreement.

14. **THIRD PARTY BENEFICIARY.** This Agreement is solely for the benefit of the parties signing hereto and no right, nor any cause of action shall accrue to or for the benefit of any third party.

15. **NO JOINT VENTURE.** It is mutually understood and agreed that nothing contained in this Agreement is intended to or shall be construed as creating, or shall in any way create or establish a relationship as partners or joint venturers between the parties hereto or constitute the Agency as the agent or representative of the City for any purpose or in any manner whatsoever.

16. **VENUE.** Exclusive venue in any action to construe or enforce the provisions of this Agreement shall be in the circuit court of and for Orange County, Florida and shall be governed by the laws of the State of Florida. The Agency agrees to notify the City in writing within ten (10) business days of the occurrence of any incident or action such as, but not limited

to, lawsuits, injuries, or allegations of abuse or neglect filed against the Agency, related to the Services provided under this Agreement.

17. **CORPORATE TABLE/TICKETS.** In the event the Agency holds a fundraising event, the Agency agrees to give the City, up on its request, up to the number of tickets available to a top level event sponsor at no cost in consideration of the contribution provided to the Agency under this Agreement. This provision may be waived by the Assistant to the Director.

18. **CREDITS.** The Agency will give written credit to the City as a sponsor/financial supporter in all acknowledgements, brochures, catalogues, invitations, press releases, printed materials, and all other marketing, promotions and advertising related to the Services. The form and manner of such written credit shall be mutually agreed to by the parties. This provision may be waived by the Assistant to the Director.

19. **ATTENDANCE AT ANNUAL NEIGHBORHOOD AND COMMUNITY SUMMIT.** The Agency will send a representative(s) to participate in the annual City of Orlando Mayor's Neighborhood and Community Summit. The Agency shall be responsible for any Summit registration fees and costs associated with attending this annual Summit. The purpose of the Summit is to bring together, human services, arts & cultural, civic, community-based, faith-based and neighborhood leaders to gain insight on innovative and exciting City initiatives, discuss community building opportunities and create partnerships that contribute to a vibrant city. This provision may be waived by the Assistant to the Director.

20. **INSURANCE.** The Agency will have in force during the term of this Agreement the insurance coverages listed below. Current and valid certificates of insurance for said insurance coverages will be provided to the Assistant to the Director upon execution of this Agreement by the Agency. Upon the expiration or modification of such certificates of insurance, the Agency shall provide continuing proof of insurance to the Assistant to the Director for the coverages listed below. The insurance coverages shall contain a provision that forbids any cancellation, changes or material alterations in the coverages without providing thirty (30) days written notice to the City (except for cancellation of a policy for non-payment which may provide for a minimum of ten (10) days notice to the City).

a. **Commercial General Liability --** The Agency will provide and maintain a commercial general liability policy with limits of not less than \$1,000,000 per occurrence and in the aggregate, for bodily injury and property damage.

b. **Automobile Liability --** The Agency will provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$500,000 per occurrence, combined single limits for bodily injury and property damage.

c. **Workers' Compensation --** The Agency will provide full and complete Workers' Compensation coverage as required by Florida state law, as well as Employer's Liability coverage of not less than \$100,000.

d. Employee's Honesty Insurance (Fidelity Insurance) -- The Agency will provide coverage of not less than \$10,000 per occurrence.

21. **ENTIRE AGREEMENT.** This Agreement, including any Exhibits hereto, contains all the terms and conditions agreed to by the parties. No other agreement, oral or written, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

22. **NOTICE.** Any and all notices to be delivered hereunder shall be in writing and shall be deemed to be delivered:

- (i) when hand delivered to the person hereinafter designated,
- (ii) on the date of deposit in the United States Mail, return receipt requested, or
- (iii) on the date such notice is given into the possession of a national delivery company, including but not limited to Federal Express, for delivery requiring signature acceptance,

addressed to a party at the address set forth below, or at such other address as the applicable party shall have specified, from time to time, by written notice to the other party delivered in accordance herewith. The Assistant to the Director shall have full authority to send all notices related to this Agreement on behalf of the City. The parties' addresses are as follows:

City: City of Orlando
Attention: Georgina Pinedo Rolon, Assistant to the Director
Office of Community Affairs
400 South Orange Avenue, 2nd Floor
Orlando, Florida 32801
Telephone: 407-246-3449

Agency: Contact: **Linda Landman-Gonzalez**
Title: **Managing Chair**
Address: **444 Raehn Street, Orlando, FL 32806**
Telephone: **(407) 353-9698**
Email: lgonzalez@orlandomagic.com

With a copy to: Contact: **Shelley Lauten**
Title: **CEO**
Address: **255 South Orange Avenue, Suite 108, Orlando, FL 32801**
Telephone: **(407) 456-0605**
Email: shelley@impacthomelessness.org

IN WITNESS WHEREOF, the parties hereto have executed these presents and have set their hands and seals the day and year first above written.

CITY OF ORLANDO, FLORIDA

BY _____
Mayor/Pro Tem

ATTEST:

Denise Aldridge, City Clerk

APPROVED AS TO FORM AND LEGALITY,
for the use and reliance of the
City of Orlando, Florida only.

_____, 2017

Chief Assistant City Attorney
City of Orlando, Florida

**CENTRAL FLORIDA COMMISSION ON
HOMELESSNESS**, a Florida not for profit
corporation

By: _____
Signature of Authorized Representative/Officer

Printed Name/Title

Address

Federal ID Number_____

STATE OF FLORIDA }

COUNTY OF ORANGE }

PERSONALLY APPEARED before me, the undersigned authority,
_____, [] well known to me or [] who has produced his/her
_____ as identification, and known by me to be the
_____ of the agency named above, and acknowledged
before me that he/she executed the foregoing instrument on behalf of said agency as its true act and
deed, and that he/she was duly authorized to do so.

WITNESS my hand and official seal this _____ day of
_____, 2017.

NOTARY PUBLIC

Print Name:_____

My Commission Expires:_____

EXHIBIT “A”

AGENCY’S SCOPE OF SERVICES FOR FISCAL YEAR 2017-2018

CENTRAL FLORIDA COMMISSION ON HOMELESSNESS

PROGRAM(S) FOR WHICH FUNDING IS REQUESTED:

(Please provide specific units of service)

The City of Orlando and the Central Florida community has made tremendous progress towards ending homelessness by making it rare, brief, and one time. The Central Florida Commission on Homelessness (CFCH) continues to work with the City of Orlando and other jurisdictions on their personalized plans to address homelessness that align regionally. Efforts such as the plan to end Veterans homelessness have come together with the City helping to pave the path to help all of the people who served our country get into stable housing. Partnerships have been formed with the local Department of Veterans Affairs (VA) and Homeless Services Network (HSN) to work with eligible veterans.

2017 Goal:

- With the June 2016 announcement by the United States Interagency Council (USICH) on Homelessness of Central Florida having ended chronic homelessness among Veterans, the Commission will work these partners to achieve a further designation by the USICH of having ended Veteran homelessness wholly in the region. This continued population-specific focus will support City of Orlando Mayor Buddy Dyer’s Mayors Challenge pledge.
- The Commission will continue to engage the VA, HSN and the City of Orlando to develop strategies for homeless Veterans that are not eligible for homeless benefits through the VA.

The Commission is working diligently with the Office of the Mayor at the City of Orlando along with partners at the Central Florida Foundation, Homeless Services Network, CSH, and the Orlando Housing Authority to reach the goal of housing 300 of the most vulnerable chronically homeless individuals in our community within 3 years. The donation of \$6,000,000 from Florida Hospital allows for case management and wrap around services to supplement dollars from the City of Orlando and has also been used to leverage a large bonus grant that will allow for the housing of an additional 80-100 individuals. The plan to house the first 100 is currently in progress with over 80 of the most vulnerable, chronically homeless receiving permanent housing in the 2015-16. In 2016-17, the Central Florida Commission of Homelessness will continue working with the City of Orlando and other community partners to develop strategies to identify and bridge gaps in the Homeless System of Care: outreach, navigation, housing location services, housing inventory and SOAR benefits.

In order to reach the goal of housing 300 people within 3 years, an adequate inventory of affordable housing is an important component of an effective Homeless System of Care. In 2015-16, the Commission in partnership with the City of Orlando and the surrounding jurisdictions hosted a successful Landlord Summit with landlords and property managers.

2017 Goal:

- For the 2016-17 year, the Commission will continue to engage landlords and property managers to educate landlords on the benefits of housing our homeless neighbors and the resources that are available to insure success for the landlord and tenant.

The Commission has formed a Criminal Justice and Courts committee that will look at the current state of the judicial system and how the homeless are processed in the system. Participants included City of Orlando as well as the other city and county jurisdictions with representative leadership from the Police Department, Sheriff's Office, Department of Corrections, Public Defender's Office, State Attorney's Office and the Courts. In 2016-17, the Criminal Justice and Courts committee will continue a series of meetings and work sessions to discuss policy and processes on how the Criminal Justice and Court System can be an engaged partner in the Homeless System of Care here in Central Florida.

The Commission has launched Youth Homelessness Committee. With strong support from the City of Orlando and the strong leadership from community stakeholders, the Youth Homelessness committee is working to develop a strategy to impact and reduce homelessness for the homeless youth population. The Commission will continue to engage key stakeholders including local service providers, service agencies, local jurisdictions along with faith groups, the business and philanthropic community to raise awareness to impact youth homelessness. The Commission continues to explore funding opportunities and other resources at the local, state and national level that may be available to support homeless initiatives in the City of Orlando and the Central Florida Region. The Commission is an active advocate for reallocating or/and leveraging existing resources to maximize the availability of resources for housing and supportive services. Additionally, the Commission continues to work with legislators at the state level to change policy that will expand the range of accessibility to resources for the homeless population in our region. Long-term goals include increased inventory of affordable housing and the accessibility to additional resources to address mental illness, medical impairment, and/or a co-occurring substance use disorder in our homeless community.

The Rethink Homelessness public advocacy campaign continues to inspire the general public to understand who the homeless are and engage in solutions for our community. The Commission will continue this campaign in 2016-2017 through a variety of mediums including television, radio, print, outdoor, social media, and cause marketing.

The Commission will continue to update and analyze data, best practices, and funding trends to ensure that City of Orlando and the other regional jurisdictions have the most current information available. Good data, best practices and funding trends are critical to the development and implementation of action strategies to help those who are homeless. The Commission believes through these activities and the collaborative effort of community leaders and key stakeholders, we can continue to Impact Homelessness in the City of Orlando and Central Florida building a homeless system of care that for those facing homelessness and those that are precariously homeless.

Areas of Focus for Central Florida Commission on Homelessness in 2017:

1. To serve as the primary advocate organization for the needs of the homeless in Central Florida and to forcefully advance plausible solutions to ending homelessness in the region.

2017 Goals:

- Continue focus on chronic homelessness and ending this form of homelessness in our region.
 - Create awareness around the issue of youth homelessness that culminates in increased resources and policy changes.
 - Focus on the needs of homeless families and children and look at raising awareness for this category of those in homelessness.
2. To collaborate with leaders and key decision-makers from government, business, the nonprofit sector, the faith community, the criminal justice system, law enforcement, and the medical industry to create a consensus approach to combatting homelessness in the tri-county area (Orange, Seminole, and Osceola Counties).

2017 Goals:

- Increase Collective Impact work to encompass youth homelessness around the region.
 - Work with jurisdictions to make system wide changes and improvements based on recommendations from governance report.
 - Expand the roll of the Faith Committee in being involved in our work to house those in the coordinated system.
3. Contribute to the crafting of revised and specific regional plans for engaging the homeless problem and to create the funding and the infrastructure necessary to implement those plans and sustain the results they produce.

2017 Goals:

- Revise our rolling 2-year plan in concert with key jurisdictions and partners creating new goals on the various aspects of homelessness.
4. To devise and direct all fundraising efforts necessary to fulfill the Commission's mission and to create systems of fiscal management and accountability that will assure public confidence.

2017 Goals:

- Create new strategy for resource development to complement existing resources now available to do housing first model.

The funding commitment from the City of Orlando, and other jurisdictions, is a critical piece to the full resource development plan of the Commission. The funding from jurisdictions indicates to the private sector and philanthropist that public funding will be braided with their investment in the Commission. The Commission will match 25% of the City's funding with private funding, within the time frame of this annual agreement.

Matching funds include:

- Non-federal, non-local public or funds
- Funds that are not used as match for any other federal program
- Unrecovered indirect costs
- Either cash or in-kind, fairly evaluated

EXHIBIT “B”

QUARTERLY REPORT SCHEDULE FOR FISCAL YEAR 2017-2018

Quarterly progress and financial reports for the reporting periods indicated are due in the Office of Community Affairs on the due date specified. Progress reports should include information on the amount of Funds expended and the Services provided with Funds in accordance with the requirements contained in Paragraph 4 of the Agreement. As required by the terms of the Funding Agreement, the Agency will provide documentation supporting expenditures associated with or related to the Funds. If a quarterly report due date falls on a weekend or holiday, the quarterly report shall be due to the Office of Community Affairs on the next business day.

<u>Reporting Period</u>		<u>Due Date</u>
First Quarter	Oct. 1 to Dec. 31	January 15th
Second Quarter	Jan. 1 to Mar. 31	April 15th
Third Quarter	Apr. 1 to June 30	July 15th
Fourth Quarter	July 1 to Sept. 30	Oct. 15th

Reports may be sent by regular mail, e-mailed or fax to:

City of Orlando
Office of Community Affairs
ATTN: Julie Tindall, Community Outreach Coordinator
P. O. Box 4990
Orlando, Florida 32802-4990
E-MAIL: Julie.Tindall@cityoforlando.net
FAX: (407) 246-3508

Agency acknowledges and understands that the quarterly reports required by this Agreement are a material provision of the Agreement and that the failure of Agency to submit a quarterly report when due shall constitute grounds by the City, in its discretion and in addition to any other right or remedy available to the City, to refuse to make any additional disbursements of Funds to the Agency until such report is filed in form and content acceptable to the City.