

**Amendment Two**  
**to**  
**City of Orlando Rental Assistance Program Implementation Agreement**

**THIS AMENDMENT** (hereinafter referred to as the “Amendment” or “Amendment Two”) is entered into effective \_\_\_\_\_, 2018, by and between the **City of Orlando**, a Florida municipal corporation, with a principal address of 400 South Orange Avenue, Orlando, Florida 32801 (hereinafter referred to as the “City”) and **Homeless Services Network of Central Florida, Inc.**, a Florida not for profit corporation, with a principal address of 2828 Edgewater Drive, Orlando, FL 32804 (hereinafter referred to as “HSN”).

**WHEREAS**, the City and HSN entered into an agreement entitled, “City of Orlando Rental Assistance Program Implementation Agreement,” dated January 5, 2016 (“Agreement”) whereby HSN administers the City’s Rental Assistance (“RA”) Program; and

**WHEREAS**, the City and HSN previously amended the Agreement effective April 12, 2016 (“Amendment One”); and

**WHEREAS**, the parties now wish to further amend the Agreement as more fully set forth below;

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and representations contained herein, the City and HSN agree as follows:

1. The recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.
2. For services performed and expenses incurred from the effective date of the Agreement through December 31, 2018, Funds shall be paid to HSN on a reimbursement basis as set forth in the Agreement as amended by Amendment One. Effective January 1, 2019, Section 3 of the Agreement is hereby revised and amended in its entirety to read as follows:
  3. **Funding.** Under the terms and conditions of this Agreement, and subject to annual appropriation by the City, during the term of this Agreement, the City agrees to provide HSN an annual amount of Six Hundred Thousand Dollars (\$600,000.00) per City fiscal year, beginning with fiscal year 2015-2016, (the “Funding” or “Funds”) to implement and operate the RA Program to provide assistance in funding rental costs for eligible chronically homeless persons. HSN must utilize the funds in accordance with the RA Program Policies and Procedures attached hereto as **Exhibit “A”** and incorporated herein by this reference and the Scope of Services attached hereto as **Exhibit “B”** and incorporated herein

by this reference, which includes the tasks to be performed. HSN will use the Funds in accordance with the Budget attached hereto as **Exhibit “C”** and incorporated herein by this reference. Commencing January 1, 2019, upon quarterly invoice by HSN and contingent upon the receipt by the City of all monthly reports due under the Agreement for prior months, Funds shall be provided to HSN by the City in advance for each calendar quarter during the term of the Agreement. Except as otherwise set forth below, Funds shall be provided by the City in equal quarterly installments of \$150,000. Within thirty (30) days of the end of each City fiscal year during the term of this Agreement, which fiscal year runs from October 1<sup>st</sup> through September 30<sup>th</sup>, and within thirty (30) days of the expiration or termination of the Agreement for any reason, HSN shall submit a written reconciliation to the City detailing the expenditure of Funds during the fiscal year. Unless directed otherwise in writing by the City, any unexpended Funds in HSN’s possession on the last day of the City’s fiscal year (September 30<sup>th</sup>) or in HSN’s possession upon the expiration or termination of the Agreement shall be returned to the City within thirty (30) days of the close of such fiscal year or the date of termination or expiration of the Agreement. The City in its sole discretion may elect to credit any amounts owed to the City against future quarterly installments to HSN under the Agreement. Should the City not appropriate funds in any given fiscal year, this Agreement shall continue until previously appropriated Funds are expended; provided, however, that HSN shall not allow renewal of any leases or agreements, or the entering into of any new leases or agreements, for which Funds would be used without the prior approval of the City.

3. Section 5 of the Agreement, entitled “Requests for Disbursement of Funding,” is hereby retitled, “Documentation of Expenses,” and revised in its entirety to read as follows:

5. **Documentation of Expenses:** Within thirty (30) days of the end of each month during the term of the Agreement, HSN will submit to the City a monthly report of expenses paid with Funds in a form agreed to by HSN and the City, along with back-up documentation with specific itemization of expenses and documentation of eligibility within the City of Orlando for each individual served. HSN shall provide copies of paid invoices, utility allowance reimbursements, securing deposit reimbursements and other means of proving that services have been provided and paid for by HSN in accordance with this Agreement. For rental assistance under the RA Program, Funds may not be used by HSN for more than the difference between the rent standard and 30% of the tenant’s monthly adjusted income. HSN shall use the Funds in accordance with the annual budget attached hereto as **Exhibit “C”** in an amount not to exceed the annual Funding under this Agreement. Funds may be used only for expenses actually incurred and paid by HSN in accordance with the terms of this Agreement. In submitting such monthly expense reports, the City is

relying on HSN's representation and certification that the items appearing on the reports and supporting documents are eligible items for reimbursement under this Agreement and represent costs and expenses actually incurred by HSN. The monthly receipt and review of such reports by the City shall in no way constitute a waiver of the City's right to recover from HSN any amount of money paid to HSN on items which are not eligible for repayment under this Agreement.

4. Notwithstanding any provision of the Agreement to the contrary, from and after January 1, 2019, on the first day of each month during the term of the Agreement, HSN shall remit to itself from the Funds the monthly prorated portion (\$4,166.67) of the annual administrative fee for administrative services to be provided by HSN during such month. An invoice from HSN for each month's administrative services shall be included in the monthly documentation of expenses provided to the City pursuant to Section 5 of the Agreement.
5. Notwithstanding anything in Section 2 of the Agreement to the contrary, the parties hereby agree to extend the Agreement for the period commencing January 5, 2019, through September 30, 2021, to bring the term of the Agreement into alignment with the City's fiscal year which runs from October 1<sup>st</sup> through the following September 30<sup>th</sup>. Section 3 of the Agreement is hereby revised to provide that the Agreement may hereafter be further extended beyond September 30, 2021, for up to two additional periods of up to three years each, upon mutual written agreement of the parties, ending in no event later than September 30, 2027, which corresponds to the end of City fiscal year 2026-2027.
6. The parties hereby agree that a new a provision is hereby added as Section 14. h. to the Agreement as follows:
  - h. HSN shall comply with all applicable federal, state, and local laws in the performance of work under the contract. To the extent applicable, HSN shall comply with Florida public records laws, including Sections 119.0701(2) (b) 1 through 4 of the Florida Statutes. **IF HSN HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO HSN'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT C/O DEPUTY CITY CLERK, [RECORDS@CITYOFORLANDO.NET](mailto:RECORDS@CITYOFORLANDO.NET), TELEPHONE NUMBER (407) 246-3538, 400 s. ORANGE AVE., ORLANDO, FL 32801.**

In all other respects, and except as specifically modified and amended herein, the Agreement, as amended by Amendment One, 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 hereunto set their hands on the date first written above.

I

**HOMELESS SERVICES  
NETWORK 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\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as the \_\_ of Homeless Services Network 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, FLORIDA**

By: \_\_\_\_\_  
Chief Procurement Officer

DAVID BILLINGSLEY, CPSM, C.P.M.  
Name, Typed or Printed

Date: \_\_\_\_\_, 20\_\_

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

\_\_\_\_\_  
Michael O'Dowd, Assistant City Attorney

Date: \_\_\_\_\_, 20\_\_