

Amendment Two
to
Downtown Relocation Assistance Program Implementation Agreement

THIS AMENDMENT (hereinafter referred to as the “Amendment” or “Amendment Two”) is entered into effective _____, 2018, by and between the **Community Redevelopment Agency of the City of Orlando**, a body politic and corporate of the State of Florida and a community redevelopment agency created pursuant to Part III, Chapter 163, Florida Statutes, with a principal address of 400 South Orange Avenue, Orlando, Florida 32801 (hereinafter referred to as the “CRA”) 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 CRA and HSN entered into an agreement entitled, “Downtown Relocation Assistance Program Implementation Agreement,” dated January 12, 2016 (“Agreement”) whereby HSN administers the Downtown Relocation Assistance Program (“Program”); and

WHEREAS, the CRA and HSN previously amended the Agreement effective April 18, 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 CRA 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 CRA, during the term of this Agreement, the CRA agrees to provide HSN an annual amount of Five Hundred Thousand Dollars (\$500,000.00) per CRA fiscal year, beginning with fiscal year 2015-2016, (the “Funding” or “Funds”) to implement and operate the CRA’s Downtown Relocation Assistance Program to provide assistance in funding rental costs for eligible chronically homeless persons relocating from the Downtown Area. HSN must utilize the funds

in accordance with the 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, Funds shall be provided to HSN by the CRA in advance for each calendar quarter during the term of the Agreement. Except as otherwise set forth below, Funds shall be provided by the CRA in equal quarterly installments of \$125,000. Within thirty (30) days of the end of each CRA fiscal year during the term of this Agreement, which fiscal year runs from October 1st through September 30th, and within thirty (30) days of the expiration or termination of the Agreement for any reason, HSN shall submit a written reconciliation to the CRA detailing the expenditure of Funds during the fiscal year. Unless directed otherwise in writing by the CRA, any unexpended Funds in HSN’s possession on the last day of the CRA’s fiscal year (September 30th) or in HSN’s possession upon the expiration or termination of the Agreement shall be returned to the CRA within thirty (30) days of the close of such fiscal year or the date of termination or expiration of the Agreement. The CRA in its sole discretion may elect to credit any amounts owed to the CRA against future quarterly installments to HSN under the Agreement. Should the CRA 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 written approval of the CRA’s Executive Director or his designee.

3. Section 5 of the Agreement, entitled “Requests for Disbursement of Funding,” is hereby retitled 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 CRA a monthly report of expenses paid with Funds in a form agreed to by HSN and the CRA, along with back-up documentation with specific itemization of expenses incurred and documentation of eligibility within the Downtown Area 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 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 term of this

Agreement. In submitting such monthly expense reports, the CRA 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 CRA shall in no way constitute a waiver of the CRA'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 (\$3750.00) 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 CRA 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 through September 30, 2021, to bring the term of the Agreement into alignment with the CRA's fiscal year which runs from October 1st through the following September 30th. 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 CRA fiscal year 2026-2027.
6. The parties hereby agree that a new 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, 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.

**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:

**COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF ORLANDO, FLORIDA**

By: _____
Buddy Dyer
Chairman

Attest:

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

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

Stacey Y. Adams, Assistant City Attorney

Date: _____, 20__