



Interoffice Memorandum
 APPROVED
 BY ORANGE COUNTY BOARD
 OF COUNTY COMMISSIONERS
 AUG 19 2014 NP/KH

AGENDA ITEM

July 28, 2014

TO: Mayor Teresa Jacobs
 -AND-
 Board of County Commissioners

FROM: Jon V. Weiss, P.E., Director
 Community, Environmental and Development
 Services Department

CONTACT PERSON: Mitchell Glasser, Manager
 Housing and Community Development Division
 407-836-5190

SUBJECT: August 19, 2014 – Consent Item
 First Amendment to the Agreement Between Orange County,
 Florida and Heart of Florida United Way, Inc.

On October 22, 2013, the Board of County Commissioners approved an Emergency Solutions Grant (ESG) Agreement between Orange County and Heart of Florida United Way, Inc. (United Way). Orange County partnered with United Way to facilitate the implementation of the ESG program to provide homeless prevention and rapid re-housing services.

We are proposing an amendment to the agreement with United Way to utilize a residual balance of \$36,087.63 from the 2011-2012 ESG Program funds. The amendment will result in a total of \$215,096.63 in ESG program funding and will extend the term of the agreement to December 31, 2014. The allocation of additional ESG funding will provide assistance to a minimum of 10 unduplicated homeless individuals. The County Attorney's Office has reviewed this agreement.

ACTION REQUESTED: Approval of First Amendment to the Agreement between Orange County, Florida and Heart of Florida United Way, Inc., regarding the Emergency Solutions Grant Funding to provide an additional \$36,087.63 for the delivery of homeless prevention and rapid rehousing services, and extend the duration of the agreement until December 31, 2014. All Districts

MG/er

Attachments

AUG 19 2014 NP/KH

**FIRST AMENDMENT TO THE
AGREEMENT BETWEEN
ORANGE COUNTY, FLORIDA AND HEART OF FLORIDA UNITED WAY, INC.
REGARDING
THE EMERGENCY SOLUTIONS GRANT FUNDING**

This First Amendment to the Agreement (hereinafter "First Amendment") by Orange County, Florida, a charter county and political subdivision of the State of Florida (hereinafter referred to as "County"), and Heart of Florida United Way, Inc., a Florida nonprofit corporation (hereinafter referred to as "United Way").

RECITALS:

WHEREAS, on October 22, 2013, the County, and United Way entered into a Project Administration Agreement to facilitate the implementation of the 2013-2014 Emergency Solutions Grant (ESG) program ("The Agreement");

WHEREAS, in the agreement, United Way was awarded One Hundred Seventy Nine Thousand, Nine Dollars (\$179,009) in ESG program funds to provide eligible services to homeless individuals and families.

WHEREAS, the County desires to allocate the residual balance of Thirty Six Thousand, Eighty Seven Dollars and Sixty Three Cents (\$36,087.63) from the 2011-2012 ESG program funds to United Way to pay for operational and financial assistance costs associated with the delivery of homeless prevention and rapid-rehousing services.

WHEREAS, the parties mutually agree to extend the term of the Agreement.

WHEREAS, the parties desire to amend the agreement in order to increase the budget and the total amount awarded to United Way under the agreement; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Premises Incorporated. Each and all of the foregoing premises are true and correct throughout this First Amendment.

2. Purpose and Scope of this First Amendment. The agreement approved on October 22, 2013 is hereby modified and amended as provided herein.

3. Amendment to Article III (B, 2). The total number of units to be assisted is hereby revised to a minimum of 60 unduplicated individuals. The original budget is hereby amended and the revised budget is attached hereto and incorporated herein by reference as **Exhibit A**.

4. Amendment to Section IV PAYMENTS. The amount of ESG Program funds to be provided is hereby increased by an additional amount of Thirty Six Thousand, Eighty-Seven Dollars and Sixty-three Cents (\$36,087.63). The total amount of ESG program funds available under the Agreement shall not exceed Two Hundred Fifteen Thousand, Ninety-Six Dollars and Sixty-Three Cents (\$215,096.63).

5. **Amendment to Section VI Term and Termination.**

A. The term of this Agreement shall be October 1, 2013 to December 31, 2014.

6. **Agreement.** Other than as set forth herein, the Agreement shall remain in full force and effect and no modifications are made thereto.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed by their duly authorized officials.



ORANGE COUNTY, FLORIDA

By: *Teresa Jacobs*

Teresa Jacobs
County Mayor

Date: 8.19.14

ATTEST: Martha O. Haynie, Orange County Comptroller
As Clerk of the Board of County Commissioners

By: *Martha O. Haynie*
Deputy Clerk

HEART OF FLORIDA UNITED WAY, INC.

BY: [Signature]
Robert Brown

TITLE: President/Chief Executive Officer

AND

BY: [Signature]
Board Chairman or Authorized Representative
Robert Newland
(Print or Type Name)

TITLE: Hfuw Board Member

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 6th day of August, 2014, by Robert Brown, President/Chief Executive Officer of Heart of Florida United Way, Inc., a Florida nonprofit corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification and did/did not take an oath.

[Signature]
Notary Public
Print Name: Patricia A. Hall
My Commission Expires: June 30, 2018



STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 6th day of August, 2014, by Robert Newland, Board member (insert title) of Heart of Florida United Way, Inc., a Florida nonprofit corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

[Signature]
Notary Public
Print Name: Patricia A. Hall
My Commission Expires: June 30, 2018



EXHIBIT A

BUDGET

**HEART OF FLORIDA UNITED WAY OF CENTRAL FLORIDA, INC
EMERGENCY SOLUTIONS GRANT (ESG)
GRANT PERIOD 2013-2014**

**HOMELESS PREVENTION AND RAPID RE-HOUSING SERVICES (October 1, 2013 through
December 31, 2014)**

Homeless Prevention

Short to Medium Term Rental Assistance	\$ 99,879.00
Housing Stabilization Case Management and Service Costs	<u>\$ 41,283.65</u>

Total Budget Homeless Prevention **\$141,162.65**

Rapid Re-housing

Short to Medium Term Rental Assistance	\$ 25,391.54
Stabilization Financial Assistance (costs for re-housing)	\$ 19,820.00
Housing Stabilization Case Management and Service Costs	<u>\$ 28,722.44</u>

Total Budget Rapid Re-housing **\$ 73,933.98**

TOTAL ESG BUDGET \$215,096.63

ACTIVITY: Heart of Florida United Way United Way shall utilize ESG Program funds for homelessness prevention to assist individuals and families at risk of homelessness and in need of stabilization in current housing, or relocation into permanent housing for a period not to exceed six (6) months. United Way shall also utilize ESG Program funds to rapidly re-house and stabilize individuals and families who have recently become homeless for a period not to exceed twelve (12) months.

PROJECTED UNITS/CONTRACT YEAR: Agency will assist **60** unduplicated individuals.

MATCHING FUNDS: Heart of Florida United Way will provide verification of grant match in the amount of \$ 215,096.63 and must expend match funds prior to final draw down of funds. A grant match of \$36,087.63 in connection to the additional ESG funds must be expended prior to September 30, 2014.