

**Homeless Coalition of Hillsborough County**

PO Box 360181  
Tampa, FL 33673-0181

P: 813-223-6115  
F: 813-223-6178  
E: info@homelessofhc.org  
www.homelessofhc.org  
www.unexpectedfaces.org

**President**  
Patricia Langford

**Chief Executive Officer**  
Rayme L. Nuckles

**Honorary Members**  
City of Tampa  
Hillsborough County Board  
Of County Commissions

**Sustaining Members**  
ACTS  
Bailey Family Foundation  
DACCO  
Hillsborough County Public Schools  
Mental Health Care  
Metropolitan Ministries  
Tampa Family Health  
Centers  
Tampa Housing Authority  
TECO Energy Foundation  
The Salvation Army

**Corporate Supporters**  
IBM

February 18, 2010

Mary Helen Farris  
Managing Attorney  
Office of the County Attorney  
601 E. Kennedy Boulevard  
27<sup>th</sup> Floor  
Tampa, FL 33601

RE: Extension of Homeless Coalition Contract


Dear Ms. Farris:

Per your letter dated February 10, 2010, regarding the extension of the Homeless Coalition Contract, enclosed please find the two executed copies of the above mentioned agreement.

These funds have been instrumental in supporting our work to move individuals and families from homelessness into permanent housing and to assist persons at risk of homelessness remain housed while working towards self-sufficiency.

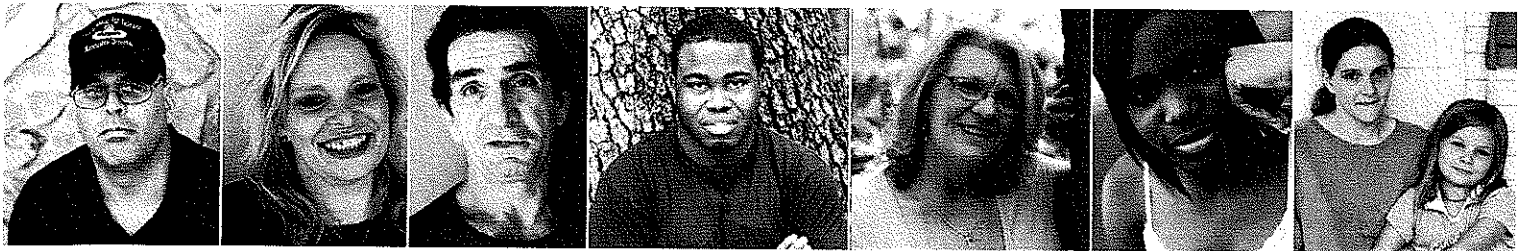
Thanks again for your dedication to our work and the people we serve!

Sincerely,

  
Barbara Finnegan  
Finance and HR Manager

**"Many Directions. One Goal. End Homelessness."**

Funded By: U.S. Department of Housing and Urban Development, State of Florida, Department of Children and Families, Office on Homelessness, Hillsborough County Board of County Commissioners, City of Tampa, Housing Finance Authority of Hillsborough County, Children's Board of Hillsborough County, Allegany Franciscan Ministries, Miami Coalition for the Homeless, Venture Harvest Fund, and Member Support.



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**AMENDMENT TO AGREEMENT BY AND BETWEEN THE  
HILLSBOROUGH COUNTY HOUSING FINANCE AUTHORITY**

**and**

**THE HOMELESS COALITION OF HILLSBOROUGH COUNTY, INC.**

THIS AMENDMENT is made and entered into, by and between the Hillsborough County Housing Finance Authority, (hereinafter referred to as the "AUTHORITY"), and the Homeless Coalition of Hillsborough County, Inc. a not for profit corporation existing under the laws of the State of Florida, (hereinafter referred to as "COALITION").

**WITNESSETH**

WHEREAS, in 2006, the AUTHORITY and the COALITION entered into an Agreement through which the AUTHORITY provided the funding for a special project to provide certain homeless families the opportunity to become self-sufficient, called "Up and Out"; and

WHEREAS, the AUTHORITY approved a two year extension in 2008 to allow continued funding of the program, and now the AUTHORITY and the COALITION desire to continue to fund the program for another two years.

NOW THEREFORE, in consideration of the premises set forth above and the covenants and agreements set forth below, which each of the parties acknowledges and agrees are good and valuable consideration, receipt hereof is acknowledged by all Parties, the AUTHORITY and the COALITION agree as follows:

**ARTICLE 1**  
**Scope of Service**

The COALITION shall provide for certain residents of Hillsborough County the services described in EXHIBIT A, attached hereto and incorporated by reference herein.

**ARTICLE 2**  
**Term of Agreement**

This Agreement shall be effective upon execution by both parties and shall expire two years from the effective date (the "Term") unless sooner terminated in accordance with this Agreement. However, one year after the execution of this Agreement, no new families will be admitted to the program unless and until the program is extended for such reason by the AUTHORITY at its sole discretion.

**ARTICLE 3**  
Consideration and Limitation of Costs

For its performance under this Agreement, the COALITION will receive funds from the AUTHORITY in accordance with Exhibit B, and in an amount not to exceed seventy five thousand dollars (\$75,000.00) for services provided during the Term.

**ARTICLE 4**  
Payment and Reporting Requirements

Expenditure of funds shall be made in accordance with the Approved Budget and Method of Payment as outlined in Exhibit B, attached hereto and incorporated by reference herein. The AUTHORITY will not reimburse the COALITION for any expenditure made for items that were not included in the approved budget unless prior written approval is obtained from AUTHORITY. All funding under this Agreement is subject to availability. All payments made under this Agreement shall be made pursuant to a properly submitted invoice.

If the AUTHORITY determines, through its inspection or review, that the COALITION has not performed or is not performing the total agreed upon services, payments to the COALITION may be subject to a pro-rata reduction. If the COALITION fails to provide the services required to be performed under this Agreement, all rights to payment are forfeited.

**ARTICLE 5**  
Maintenance and Review of Records

The COALITION and any of its subcontractors providing any services required to be performed by the COALITION under this Agreement, shall maintain adequate records and accounts, including but not limited to property, personnel and financial records, and supporting documentation to assure a proper accounting for all AUTHORITY funds received under this Agreement for a period of six years from the date of final payment to the COALITION under this Agreement or the termination of this Agreement, whichever occurs later. (Such six-year period is hereinafter referred to as the "Audit Period."). The AUTHORITY and its authorized agents shall have the right, and the COALITION and its subcontractors, as applicable, will permit the AUTHORITY and its authorized agents, to examine all such records, accounts and documentation and to make copies thereof, and excerpts or transcriptions therefrom, and to audit all contracts, invoices, materials, accounts and records relating to all matters covered by this Agreement, including but not limited to personnel and employment records for the Audit Period. All such records, accounts and documentation shall be made available to the AUTHORITY and its authorized agents for audit, examination or copying purposes at any time during normal business hours and as often as the AUTHORITY may deem necessary during the Audit Period. The AUTHORITY'S right to examine, copy and audit shall pertain likewise to any audits made by any other agency, whether local, state or federal. The COALITION shall ensure that any subcontractor providing any services the AUTHORITY is required to provide under this Agreement shall recognize the AUTHORITY'S right to examine, inspect and audit its records, accounts and documentation in connection with its provision of services required to be provided by the COALITION under this Agreement. If an audit is begun by the AUTHORITY or other

agency, whether local, state or federal, during the Audit Period, but is not completed by the end of the Audit Period, the Audit Period shall be extended until audit findings are issued. This Article 5 shall survive the expiration or earlier termination of this Agreement.

**ARTICLE 6**  
Financial Reports

The COALITION shall submit to the AUTHORITY within 180 days after the end of the COALITION'S fiscal year, and otherwise upon request by the AUTHORITY, audited financial statements, which must comply with Generally Accepted Accounting Principles (GAAP), covering the entire Term of this Agreement. If the COALITION fails to provide its audited financial statements within the 180 day time period referenced above, then, the COALITION shall be in default hereunder. Notwithstanding the foregoing, the AUTHORITY may grant the COALITION an extension of the 180 day time period to provide its audited financials, but such extension shall be solely at the AUTHORITY'S discretion.

**ARTICLE 7**  
Indemnification

The COALITION shall indemnify, hold harmless, and defend the AUTHORITY, and the respective agents of the AUTHORITY (all of the foregoing, collectively, the "Indemnified Parties") from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorneys' fees, that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any act of fraud or defalcation by the COALITION, its agents, subcontractors, assigns, heirs, and employees during performance under this Agreement. The extent of this indemnification shall not be limited in any way as to the amount or types of damages or compensation payable to any of the Indemnified Parties on account of any insurance limits contained in any insurance policy procured or provided in connection with this Agreement. In any and all claims against to any of the Indemnified Parties by any employee of the COALITION, any subcontractor, heir, assign, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the COALITION or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. The provisions of this Article 7 shall survive the termination of this Agreement.

**ARTICLE 8**  
Conflict of Interest

The COALITION represents that it presently has no interest, and shall acquire no such interest, financial or otherwise, direct or indirect, nor engage in any business transaction or professional activity or incur any obligation of any nature which would conflict in any manner with the performance of the scope of service required hereunder.

Without receiving prior written authorization by the AUTHORITY, the COALITION shall not (i) retain any individual or company with whom the COALITION or any individual member thereof has a financial or other conflict of interest; nor (ii) in fulfillment of this Agreement, do business with a for-profit entity in which the COALITION or any individual member has a financial or other interest therein.

The COALITION warrants to the AUTHORITY that no gifts or gratuities have been or will be given to any AUTHORITY employee or agent, either directly or indirectly, to obtain this Agreement.

**ARTICLE 9**  
**Governing Laws**

This Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and venue shall be in Hillsborough County, Florida.

**ARTICLE 10**  
**Compliance With Applicable Laws**

The COALITION shall comply with the requirements of all applicable federal, state and local laws and the rules and regulations promulgated thereunder, including but not limited to, the Health Insurance Portability and Accountability Act ("HIPAA") (42 USC §1320d) and the regulations promulgated thereunder.

**ARTICLE 11**  
**Assignment**

This Agreement may not be assigned nor subcontracted in whole or in part without the prior written consent of the AUTHORITY.

**ARTICLE 12**  
**Headings**

Article headings have been included in the Agreement solely for the purpose of convenience and shall not affect the interpretation of any of the terms of this Agreement.

**ARTICLE 13**  
**Waiver**

A waiver of any performance or default by either party shall not be construed to be a continuing waiver of other defaults or non-performance of the same provision or operate as a waiver of any subsequent default or non-performance of any of the terms, covenants, and conditions of this Agreement. The payment or acceptance of fees for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

**ARTICLE 14**  
Additional Rights and Remedies

Nothing contained herein shall be construed as a limitation on such other rights and remedies available to the parties under law or in equity which may now or in the future be applicable.

**ARTICLE 15**  
Order of Precedence

In the event of any conflict between the provisions of this Agreement and the exhibits, the provisions of the Agreement shall control over the provisions of the exhibits.

**ARTICLE 16**  
Severability

In the event any section, sentence, clause, or provision of this Agreement is held to be invalid, illegal or unenforceable by a court having jurisdiction over the matter, the remainder of the Agreement shall not be affected by such determination and shall remain in full force and effect.

**ARTICLE 17**  
Survivability

Any term, condition, covenant or obligation which requires performance by either party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.

**ARTICLE 18**  
Third Party Beneficiaries/Independent Contractor

This Agreement is for the benefit of the AUTHORITY and the COALITION. No third party is an intended beneficiary so as to entitle that person to sue for an alleged breach of this Agreement. The COALITION acknowledges and agrees that it is acting as an independent contractor in performing its obligations hereunder and not as an agent, officer or employee of the AUTHORITY.

**ARTICLE 19**  
Modifications

This writing embodies the entire agreement and understanding between the parties hereto and there are no other agreements and/or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby. This Agreement may only be amended or extended by a written instrument executed by the AUTHORITY and the COALITION expressly for that purpose.

**ARTICLE 20**  
**Termination of Agreement for Non-Performance**

In addition to the exercise of any other remedies available to it at law or in equity, the AUTHORITY may terminate this Agreement for the COALITION's non-performance, as determined by the AUTHORITY, upon no less than twenty-four (24) hours written notice to the COALITION.

**ARTICLE 21**  
**Notice**

Any notices required or permitted to be given hereunder shall be sent by United States certified mail, return receipt requested, or by overnight delivery service or personal delivery with signature verification, to the attention of the following representatives of the parties:

**AUTHORITY:**

Housing Finance Authority of Hillsborough County, Florida  
Attention: Harry Hedges, Chairman  
10119 Windhorst Road  
Tampa, Florida 33619

**COALITION:**

Rayme L. Nuckles, Chief Executive Officer  
Homeless Coalition of Hillsborough County, Inc.  
P.O. Box 360181  
Tampa, FL 33673-0181

**ARTICLE 22**  
**Fiscal Non-Funding Clause**

This Agreement is subject to funding availability. In the event sufficient budget funds to fund this Agreement become reduced or unavailable, the AUTHORITY shall notify the COALITION of such occurrence, and the AUTHORITY may terminate this Agreement, without penalty or expense to the AUTHORITY, upon no less than twenty-hours (24) hours written notice to the COALITION. The AUTHORITY shall be the final authority as to the availability of funds and how available funds will be allotted. If this Agreement is funded in whole or in part by federal or state dollars which are reduced or become unavailable, the AUTHORITY shall notify the COALITION of such occurrence and the AUTHORITY may terminate this Agreement, without penalty or expense to the AUTHORITY, upon no less than twenty-four (24) hours written notice to the COALITION.

# EXHIBIT A

## Scope of Services

Housing Finance Authority  
Up & Out Homeless Rental Assistance Program

### Background:

To address the increase in homelessness in Hillsborough County due to the lack of affordable housing, the Homeless Coalition of Hillsborough County, Inc, a 501c3 non profit organization, in cooperation with the Hillsborough County Housing Finance Authority (HFA), has designed a special project to be identified as the Up & Out Homeless Rental Assistance Program. Under this program, up to 15 (fifteen) homeless families will have the opportunity to become self-sufficient.

### Proposed Services:

- **Target population** - individuals and families who are homeless or at imminent risk of homelessness, residing in Hillsborough county.
- **Project goal** - to help individuals obtain and retain permanent housing by providing tenant-based-short-term rental assistance, both of which are supplemented by extensive supportive services.
- **Tenant-based transitional rental assistance** for up to <sup>15</sup>~~10~~ households in Hillsborough County, for up to 24 months.
- **Supportive services**, such as case management, employment services, transportation, substance abuse and mental health treatment, crisis intervention, primary medical care and medicines, provided by the Homeless Coalition's Community Service Organizations' (CSO), leveraged funds valued at approximately \$250,000.00 annually.

### Components & Requirements of Participation:

1. Consumers must receive services with a CSO who is a member of the Homeless Coalition in order to participate in this special project.
2. Consumers must be families with children or single adults.
3. Consumers will be required to be employed in order to participate, being able to pay a portion of their rent, until which time they become self-sufficient.
4. The Homeless Coalition CSO's (~~Metropolitan Ministries, Salvation Army and ACTS~~) will provide the approved consumers to participate in this special project.
5. The CSO's will complete all application and eligibility information for final approval by the Homeless Coalition.

6. CSO's will be responsible for consistent case management with each consumer to allow for continued development and self-sufficiency options which the intent is to increase their monthly income which will allow for others to participate in this project.
7. Consumers will be able to participate in this project up to <sup>twenty four months</sup> twelve months.
8. Consumers will be required to develop a case plan which will increase their ability to pay full market rent and become self sufficient.
9. Consumers will be required to meet weekly with case management staff in order to assure that all goals and actions are being completed in their case management plan.
10. CSO's will be required to submit data in the universal management system of the Coalition identified as the UNITY Information Network. This will help track the goals and action steps of each client in order to show progress toward self-sufficiency.
11. Monthly Updates will be provided to the HFA regarding the success of the program and its participants.
12. Consumers will be required to meet the current requirements within the HFA in order to be eligible to obtain the rental assistance and participate in this special project known as Up & Out.
13. The Homeless Coalition will assist the CSO's with negotiations with the HFA approved developments and negotiate the Lease Addendum for proper payments to the approved HFA development (landlord).
14. The Homeless Coalition will provide the monthly payments by the fifth of each month to the HFA development (landlord).

## **EXHIBIT B**

### **METHOD OF PAYMENT**

1. After execution of this Agreement, an invoice shall be submitted for each Consumer after the execution of that Consumer's lease. The AUTHORITY will advance six months of the AUTHORITY'S share of the rent for that Consumer to the COALITION. In the fifth month of residency, the COALITION may submit an invoice for the AUTHORITY'S share of the rent for the next six months.
2. Under no circumstances will any of the funds provided by the AUTHORITY be utilized for deposits, utilities or any other non-rental expenditures.
3. The total amount to be paid under this Agreement shall not exceed \$75,000.00 annually, with the AUTHORITY'S share of the rent equal to \$ 333.00 per month for each Consumer with a valid lease for a one bedroom apartment, or \$ 430.00 per month for each Consumer with a valid lease for a two bedroom or larger apartment.

**ARTICLE 23**  
Access To Records

If applicable, the COALITION shall comply with the requirements of Chapter 119, Florida Statutes, with respect to any documents, papers, and records made or received by the COALITION in connection with this Agreement.

**IN WITNESS WHEREOF**, the COALITION and the AUTHORITY respectively, have caused this Agreement to be executed by their duly authorized representatives.

ATTEST:

By: Mercedes B. DiMaio  
Secretary

HOUSING FINANCE AUTHORITY  
OF HILLSBOROUGH COUNTY

By: [Signature]  
Chairman

ATTEST:

By: [Signature]  
Witness

HOMELESS COALITION OF  
HILLSBOROUGH COUNTY, INC.

By: [Signature]  
Rayne L. Nuckles, Chief Executive Officer  
(Printed Name of Signer)

Chief Executive Officer  
(Title)  
2/17/10  
(Date)

APPROVED BY COUNTY ATTORNEY  
As To Form And Legal Sufficiency

BY: Mary Helen Fawis  
Assistant County Attorney

**AMENDMENT TO AGREEMENT BY AND BETWEEN THE  
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**and**

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Severability

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**ARTICLE 19**  
Modifications

This writing embodies the entire agreement and understanding between the parties hereto and there are no other agreements and/or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby. This Agreement may only be amended or extended by a written instrument executed by the AUTHORITY and the COALITION expressly for that purpose.

**ARTICLE 20**  
Termination of Agreement for Non-Performance

In addition to the exercise of any other remedies available to it at law or in equity, the AUTHORITY may terminate this Agreement for the COALITION's non-performance, as determined by the AUTHORITY, upon no less than twenty-four (24) hours written notice to the COALITION.

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**AUTHORITY:**

Housing Finance Authority of Hillsborough County, Florida  
Attention: Harry Hedges, Chairman  
10119 Windhorst Road  
Tampa, Florida 33619

**COALITION:**

Rayme L. Nuckles, Chief Executive Officer  
Homeless Coalition of Hillsborough County, Inc.  
P.O. Box 360181  
Tampa, FL 33673-0181

**ARTICLE 22**  
Fiscal Non-Funding Clause

This Agreement is subject to funding availability. In the event sufficient budget funds to fund this Agreement become reduced or unavailable, the AUTHORITY shall notify the COALITION of such occurrence, and the AUTHORITY may terminate this Agreement, without penalty or expense to the AUTHORITY, upon no less than twenty-hours (24) hours written notice to the COALITION. The AUTHORITY shall be the final authority as to the availability of funds and how available funds will be allotted. If this Agreement is funded in whole or in part by federal or state dollars which are reduced or become unavailable, the AUTHORITY shall notify the COALITION of such occurrence and the AUTHORITY may terminate this Agreement, without penalty or expense to the AUTHORITY, upon no less than twenty-four (24) hours written notice to the COALITION.

# EXHIBIT A

## Scope of Services

Housing Finance Authority  
Up & Out Homeless Rental Assistance Program

### Background:

To address the increase in homelessness in Hillsborough County due to the lack of affordable housing, the Homeless Coalition of Hillsborough County, Inc, a 501c3 non profit organization, in cooperation with the Hillsborough County Housing Finance Authority (HFA), has designed a special project to be identified as the Up & Out Homeless Rental Assistance Program. Under this program, up to 15 (fifteen) homeless families will have the opportunity to become self-sufficient.

### Proposed Services:

- **Target population** - individuals and families who are homeless or at imminent risk of homelessness, residing in Hillsborough county.
- **Project goal** - to help individuals obtain and retain permanent housing by providing tenant-based-short-term rental assistance, both of which are supplemented by extensive supportive services.
- **Tenant-based transitional rental assistance** for up to <sup>15 or 21/10</sup> 10 households in Hillsborough County, for up to 24 months.
- **Supportive services**, such as case management, employment services, transportation, substance abuse and mental health treatment, crisis intervention, primary medical care and medicines, provided by the Homeless Coalition's Community Service Organizations' (CSO), leveraged funds valued at approximately \$250,000.00 annually.

### Components & Requirements of Participation:

1. Consumers must receive services with a CSO who is a member of the Homeless Coalition in order to participate in this special project.
2. Consumers must be families with children or single adults.
3. Consumers will be required to be employed in order to participate, being able to pay a portion of their rent, until which time they become self-sufficient.
4. The Homeless Coalition CSO's (~~Metropolitan Ministries, Salvation Army and ACTS~~) will provide the approved consumers to participate in this special project.
5. The CSO's will complete all application and eligibility information for final approval by the Homeless Coalition.

6. CSO's will be responsible for consistent case management with each consumer to allow for continued development and self-sufficiency options which the intent is to increase their monthly income which will allow for others to participate in this project.
7. Consumers will be able to participate in this project up to <sup>twenty four months</sup> ~~twelve months~~.
8. Consumers will be required to develop a case plan which will increase their ability to pay full market rent and become self sufficient.
9. Consumers will be required to meet weekly with case management staff in order to assure that all goals and actions are being completed in their case management plan.
10. CSO's will be required to submit data in the universal management system of the Coalition identified as the UNITY Information Network. This will help track the goals and action steps of each client in order to show progress toward self-sufficiency.
11. Monthly Updates will be provided to the HFA regarding the success of the program and its participants.
12. Consumers will be required to meet the current requirements within the HFA in order to be eligible to obtain the rental assistance and participate in this special project known as Up & Out.
13. The Homeless Coalition will assist the CSO's with negotiations with the HFA approved developments and negotiate the Lease Addendum for proper payments to the approved HFA development (landlord).
14. The Homeless Coalition will provide the monthly payments by the fifth of each month to the HFA development (landlord).

## **EXHIBIT B**

### **METHOD OF PAYMENT**

1. After execution of this Agreement, an invoice shall be submitted for each Consumer after the execution of that Consumer's lease. The AUTHORITY will advance six months of the AUTHORITY'S share of the rent for that Consumer to the COALITION. In the fifth month of residency, the COALITION may submit an invoice for the AUTHORITY'S share of the rent for the next six months.
2. Under no circumstances will any of the funds provided by the AUTHORITY be utilized for deposits, utilities or any other non-rental expenditures.
3. The total amount to be paid under this Agreement shall not exceed \$75,000.00 annually, with the AUTHORITY'S share of the rent equal to \$ 333.00 per month for each Consumer with a valid lease for a one bedroom apartment, or \$ 430.00 per month for each Consumer with a valid lease for a two bedroom or larger apartment.

**ARTICLE 23**  
Access To Records

If applicable, the COALITION shall comply with the requirements of Chapter 119, Florida Statutes, with respect to any documents, papers, and records made or received by the COALITION in connection with this Agreement.

**IN WITNESS WHEREOF**, the COALITION and the AUTHORITY respectively, have caused this Agreement to be executed by their duly authorized representatives.

ATTEST:

By: Mercedes B DiMaio  
Secretary

HOUSING FINANCE AUTHORITY  
OF HILLSBOROUGH COUNTY

By: [Signature]  
Chairman

ATTEST:

By: [Signature]  
Witness

HOMELESS COALITION OF  
HILLSBOROUGH COUNTY, INC.

By: [Signature]  
Rayne L. Nuckles, Chief Executive Officer  
(Printed Name of Signer)

Chief Executive Officer  
(Title)  
2/17/10  
(Date)

APPROVED BY COUNTY ATTORNEY  
As To Form And Legal Sufficiency

By: Mary Helen Fawis  
Assistant County Attorney