

**AGREEMENT BETWEEN ALACHUA COUNTY AND
ALACHUA COUNTY COALITION
FOR THE HOMELESS AND HUNGRY, INC., NO. 13975**

THIS AGREEMENT (“Agreement”) is made by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners (the "County") and Alachua County Coalition for the Homeless and Hungry, Inc. doing business as GRACE Marketplace, a Florida not-for-profit corporation (“Agency”). The County and the Agency will be referred to herein collectively as the “Parties”.

WITNESSETH:

WHEREAS, in effort of the Agency’s mission to end homelessness, the Agency works to provide people with safe shelter, food, permanent housing solutions, and other social services; and

WHEREAS, on August 28, 2023, the Alachua County Board of County Commissioners (BOCC) voted to make a onetime contribution of \$150,000.00 to the Agency to assist them in continuing their services in Alachua County, Florida; and

WHEREAS, the funds to be provided to Agency, pursuant to the terms of this Agreement, serves a public purpose and benefits the health, safety or welfare of Alachua County.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties enter into this Agreement and agree as follows:

1. **Recitals:** The foregoing recitals are correct and are incorporated herein.
2. **Term:**
 - A. This Agreement shall commence upon execution by both Parties (“effective date”) and continue through September 30, 2024, unless earlier terminated as provided for herein.
 - B. The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners (“Board”). The Parties understand that this Agreement is not a commitment of future appropriations. The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes, and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.
3. **Scope of Services:**
 - A. The County agrees to provide funding to the Agency in an amount not to exceed \$150,000 (“Funds”) to be utilized for the Agency’s programs, resources, and services more particularly described and outlined in **Exhibit 1**, attached hereto and incorporated herein by reference (“Services”), including those Services rendered on or after October 1, 2023. The Agency further agrees to the proposed Budget listed in **Exhibit 3**, attached hereto and incorporated herein.
 - B. The Agency understands and agrees to be bound by the guidelines and funding restrictions contained in this Agreement, including but not limited to:
 - 1) Funds shall only be used to fund salaries, benefits for shelter advocates, and those Services as detailed in **Exhibit 1** and **Exhibit 3**, attached hereto.
 - 2) Funds shall not to be used to enrich the Agency. Funds cannot be used to supplement existing and ongoing administrative expenses of the Agency not solely attributed to the Services (general administrative salaries and fringes, financial audit, liability

insurances, utilities, indirect charges).

- 3) Failure to comply with the above provisions will be considered a default of this Agreement.
 - 4) This Agreement will be automatically terminated should (i) the Agency no longer qualify as not for profit corporation incorporated in good standing, or (ii) Agency is no longer eligible for tax-exempt status by way of Internal Revenue Code s. 501(a)/501(c)(3), or (ii) ineligibility under the provisions of Section 255.60, Florida Statutes.
 - 5) The Parties agree that this Agreement is not a commitment of future appropriations.
- C. Entry of this Agreement places no obligation on the County to hire, supervise, direct, control, operate, maintain, insure or provide benefits to the employees, volunteers, agents and assigns of the Agency. No employees, volunteers, agents and assigns of the Agency will be held to or be found to be an employee, volunteer, officer, subcontractor, or agent of the County. The Agency has no authority under this Agreement to hold itself out as authorized to act on behalf of the County.
- D. Entry of this Agreement places no obligation on the County to operate, run, maintain, insure, or defend Agency and its facilities or its programs. The Agency will maintain all certifications, permits, licenses, and federal, state or local approvals necessary to provide the Services during the term of this Agreement.

4. Invoice and Compensation:

- A. As a condition precedent for any payment by the County to the Agency, the Agency shall submit a monthly Expense Reimbursement Invoice (on the form as generally shown in **Exhibit 4** attached hereto)(“Invoice”) to the County requesting payment for the Services rendered and expenses due. The Invoice shall be accompanied by such documentation, or data, in support of expenses for which payment is sought as the County may require. The County reserves the right to change the Invoice delivery method upon prior written notice to the Agency.
- B. Submission of Agency’s Invoice for payment constitutes Agency’s representation to the County that all obligations of the Agency to others, including its consultants and subcontractors, incurred in connection with the Services, will be paid in full, that the Services or expenses have not been reimbursed by another entity or agency, and that the Services provided by the Agency served a public purpose. The Agency shall submit invoices to the County at the following address:

Program Manager
Alachua County Department of Community Support Services
218 SE 24th Street
Gainesville, Florida 32641
Email: cappchoices@alachuacounty.us

In the event that the County becomes informed that any representations within an Invoice or those relating to payment of Funds to the Agency are wholly or partially inaccurate, the County may withhold payment of sums then or in the future otherwise due to the Agency until the inaccuracy, and the cause thereof, is corrected by the Agency to the County Manager's or his/her designee’s reasonable satisfaction. The County may also withhold payment due to the Agency until the Agency provides the documentation and data, in support of expenses, as required by the County.

- C. The Agency shall submit its final Invoice for Funds no later than October 15, 2024.
- D. Payment and notices to the Agency, pursuant to this Agreement, will be provided to the Agency at the following address:

Alachua County Coalition for The Homeless and Hungry, Inc.
3055 NE 28th Drive
Gainesville FL 32609

All notices under this Agreement will be deemed delivered five (5) business days after mailing. Either Party may change its mailing address by giving the other Party, written notice of election to change the address.

5. Audit, Records, and Reporting:

- A. The Agency will:
 - 1) Maintain financial records and reports relating to utilization of the Funds and the Invoices submitted.
 - 2) Maintain books, records, documents, invoices, and other evidence and accounting procedures and practices such as will permit the Agency to sufficiently and properly reflect all direct costs of any nature associated with the Services and the Invoices submitted.
 - 3) Permit all such records described in 1) and 2) above to be subject to inspection, review, and audit by the County. Such review shall be during the regular working hours, following reasonable written notice. Agency shall retain all records pertaining to this Agreement and upon request make them available to County for five (5) complete calendar years following expiration or termination of the Agreement. Agency agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.
- B. During the term of this Agreement, the Agency will submit with each Invoice the Reports specified in **Exhibit 5**, attached hereto and incorporated herein. When applicable, the County's Community Support Services may identify any deficiencies in the Required Reports and provide notice of such to the Agency in writing. The Agency will be given 7 calendar days from the date of receipt of such notice from the County to correct the stated deficiency. If the Agency fails to correct a deficiency that the Agency has been noticed of, this may result in the County withholding payments, or the Agency being deemed in default of this Agreement.

6. Default and Termination:

- A. The failure of the Agency to comply with any provision of this Agreement will place the Agency in default. Prior to terminating the Agreement, the County will notify the Agency in writing of the default. This notification will make reference to the provision of this Agreement which gave rise to the default. The County will give the Agency seven (7) calendar days from the date of the notice to cure the default. The County's Community Support Services Program Manager is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time, the County Manager is authorized to provide final termination notice on behalf of the County to the Agency.

- B. Either Party may terminate this Agreement with or without cause by providing written notice to the Agency (hereinafter, "Termination for Convenience"). The Alachua County Manager is authorized to provide the Termination for Convenience on behalf of the County. In the event of such Termination for Convenience and upon Invoice to the County, the County agrees to reimburse the Agency for the Services provided by the Agency prior to the date of the Termination for Convenience. The Agency shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated expenses of the Services not yet completed or performed.
7. **Modifications:** This Agreement may be modified or amended by a written amendment to this Agreement, duly executed by both Parties.
8. **Assignment:** Neither Party will assign or transfer any obligation or interest in this Agreement without prior written consent of the other Party.
9. **Independent Contractor:** In the performance of this Agreement, the Agency will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture, or associate of the County. The Agency is solely responsible for the means, method, techniques, sequence, and procedure utilized by the Agency in the full performance of this Agreement and the Services. Neither the Agency nor any of its employees, officers, agents or any other individual directed to act on behalf of the Agency for any act related to this Agreement shall represent, act, or purport to act or be deemed to be the agent, representative, employee or servant of the County. Policies and decisions of the Agency, which may be represented by the Agency in performance of this Agreement, shall not be construed to be the policies or decision of the County.
10. **Indemnification:** The Agency shall defend, indemnify and hold harmless the County and its officers and employees from any and all liabilities, claims, damages, penalties, actions, proceedings, losses, and costs, including, but not limited to, reasonable attorneys' fees, whether resulting from any claimed breach of this Agreement or caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency, the officers, its volunteers, or anyone employed or utilized by the Agency in the performance of this Agreement. The Agency's obligation to indemnify will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes.
11. **Insurance.** The Agency will procure and maintain insurance throughout the entire term of this Agreement, including any renewals, of the types and in the minimum amounts detailed in **Exhibit "2"** attached hereto and incorporated herein. A copy of a current Certificate of Insurance (COI) showing coverage of the type and in the amounts required is attached hereto as **Exhibit "2-A"**.
12. **Laws & Regulations:** The Agency will comply with all federal, state, and local laws, ordinances, regulations, and rules. Whether or not Agency is not familiar with laws, ordinances, regulations, and rules, the Agency remains liable for any violation and all subsequent damages, penalties, or fines.
13. **Non-Waiver:** The failure of either Party to exercise any right shall not be considered a waiver of such right in the event of any further default or non-compliance.
14. **Severability:** If any provisions of this Agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.
15. **Entire Agreement:** This Agreement contains all the terms and conditions agreed upon by the Parties.

16. Collusion: By signing this Agreement, the Agency declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, contractors or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

17. Conflict of Interest: The Agency warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Agency shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

18. Third Party Beneficiaries: This Agreement does not create any relationship with, or any rights in favor of, any third party.

19. Governing Law and Venue: This Agreement is governed in accordance with the laws of the State of Florida. Venue for any legal action is in Alachua County, FL.

20. Construction: This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties. It is recognized that both Parties have contributed to the preparation of this Agreement.

21. Public Records: In accordance with §119.0701, Florida Statutes, Agency, *when acting on behalf of the County*, shall, as required by Florida law:

1. Keep and maintain public records required by the County to perform the Services.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida law or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if Agency does not transfer the records to the County.
4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Agency or keep and maintain public records required by the County to perform the Services. If Agency transfers all public records to the County upon completion of the Agreement, Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Agency keeps and maintains public records upon completion of the Agreement, Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

If Agency fails to comply with this section, Agency will be deemed in default under this Agreement. The County may enforce as set forth in §119.0701, Florida Statutes. Agency who fails to provide the public records in response to a request within a reasonable time may be subject to penalties imposed under §119.10, Florida Statute, and costs of enforcement, including fees, under §119.0701 and §119.12, Florida Statutes.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY REPRESENTATIVE AT E-MAIL:

publicrecordsrequest@alachuacounty.us; PHONE: (352) 264-6906; ADDRESS: 12 SE 1ST STREET, GAINESVILLE, FL 32601.

22. Communications: The Agency shall maintain a working e-mail address and shall respond to e-mail communications from the County's Program Manager or other County representative within 24 (twenty-four) business hours from the time the e-mail was received electronically. (See Exhibit B). The Agency agrees to notify the County's Program Manager of any changes in e-mail, staff, executive director, Board of Directors, postal mailing address, etc. within 24 (twenty-four) hours of the change. The Agency agrees to add the e-mail and postal mailing addresses of the County's Program Manager to any mailing lists utilized for the purpose of announcements, status reports, and the like.

23. Non-Allowable Expenses: The Funds provided under this Agreement will be utilized by the Agency in accordance with the terms of this Agreement. In accordance with applicable law, the Funding provided under this Agreement may not be used in aid of program or services whose purpose is to promote the religion of the provider, be significantly sectarian in nature, involve religious indoctrination, require participation in religious ritual, or encourage the preference of one religion over another.

24. Award Acknowledgement of Support: The Agency agrees to acknowledge the Alachua County Board of County Commission's support in all materials and announcements regarding this award, according to directives issued by the County. The phrase, "Supported by the Alachua County Board of County Commission", is to be added to all published material, announcements and websites related to this Funding. Any use by Agency of any County Logo or other identifying design must be approved in advance by the County's Communications Office.

25. Counterparts: This Agreement may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via fax or email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Agreement shall constitute valid and sufficient delivery in order to complete execution and delivery of this Agreement and bind the Parties to the terms hereof.

26. Exhibits: All exhibits to this Agreement are incorporated into and made part of this Agreement by reference. This Agreement includes the following attachments:

- Exhibit 1: Scope of Services
- Exhibit 2: Insurance Requirements
- Exhibit 3: Proposed Budget
- Exhibit 4: Expense Reimbursement Invoice
- Exhibit 5: Required Reports

27. Electronic Signatures: The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

28. Verification of Personnel: The Agency will comply with all Florida law related to level 2 criminal background checks for Agency staff and volunteers that have unsupervised contact with children and other vulnerable individuals served in the Services or Project. All screenings are to be

substantially consistent with the standards set forth in Section 435.04, Florida Statutes and must be available from the Agency to the County upon the County's request. In accordance with F.S. sec. 448.095, as applicable, the Agency shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Agency during the term of the Agreement. Agency shall require any subcontractors performing work or providing Services under this Agreement to register and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the subcontractor during the term of this Agreement, and otherwise comply with Florida law. The E-Verify system is located at <https://www.uscis.gov/E-Verify>. Failure to comply with this section is grounds for termination and the Agency (a) may not be awarded a contract with the County for at least 1 year after the date on which the contract was terminated and (b) is liable for any additional costs incurred by the County as a result of termination of this Agreement.

29. Drug Free Workplace: In accordance with Section 287.087, Florida Statutes, the Agency will comply with drug free workplace requirements and efforts during the term of this Agreement.

30. Force Majeure: The Parties will exercise every reasonable effort to meet their respective duties under this Agreement but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government laws or regulations, acts of nature, hurricanes, fires, strikes, national disasters, wars, and riots. Any such cause will reasonably extend the performance of the delayed duty to the extent of the delay so incurred and so agreed by the Parties.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year below written.

ALACHUA COUNTY, FLORIDA

By: _____

Anna Prizzia, Chair

Date: _____

ATTEST

Approved as to form:

J.K. "Jess" Irby, Esq., Clerk

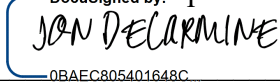
Alachua County Attorney's Office

(SEAL)

AGENCY

Alachua County Coalition for the Homeless and Hungry, Inc.

d/b/a GRACE Marketplace

By:  _____
0BAEC805401648C

Print: JON DECARMINE _____

Title: Executive Director _____

Date: 10/10/2023 _____

IF THE AGENCY IS INCORPORATED OR IS OTHERWISE NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE AGREEMENTS. IF A NATURAL PERSON, THEN YOUR SIGNATURE SHOULD BE NOTARIZED.

EXHIBIT 1: Scope of Services

Pursuant to the terms of this Agreement, the Agency agrees that it provide the following services to the benefit the community and the health, safety and welfare of residents and people in Alachua County, Florida. In accordance with this Agreement, the Funds provided by the County to the Agency will be utilized for the following programs, resources, and services (“Services”):

- Payroll costs, including all associated burdens (taxes, unemployment, insurance, and other contributions) for 16.6 FTE front-line positions (“Advocates”).
- These shifts will provide campus coverage 24/7 and deliver the following services and/or activities:
 - a. Maintain a safe campus environment through crisis prevention and conflict de-escalation
 - b. Help program participants access necessary services provided by GRACE and community partners
 - c. Assist with data collection as required for services.
 - d. Ensure program participants have access to the following basic services:
 - i. Meals
 - ii. Showers
 - iii. Laundry
 - iv. Computer lab
 - v. Emergency shelter
 - vi. Health care (through partners)
 - vii. Diversions
 - viii. Emergency weather shelter (storm/cold night)

EXHIBIT 2: Insurance Requirements

TYPE “B” INSURANCE REQUIREMENTS

“Professional or Consulting Services”

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

I. COMMERCIAL GENERAL LIABILITY.

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate,

\$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

II. AUTOMOBILE LIABILITY.

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

III. WORKERS COMPENSATION AND EMPLOYER’S LIABILITY.

A. Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

B. Employer’s Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

IV. PROFESSIONAL LIABILITY or ERRORS AND OMISSIONS LIABILITY (E&O).

Professional (E&O) Liability must be afforded for not less than \$1,000,000 each claim, \$1,000,000 policy aggregate

V. CYBER LIABILITY COVERAGE (when applicable)

Vendor shall procure and maintain for the life of the contract in an amount not less than \$1,000,000 per loss for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

Technology/Professional Liability: with limits of \$1 million. Coverage is for the life of the contract and must continue for five (5) years after contract expiration. This coverage must include Cyber Liability coverage for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

VI. OTHER INSURANCE PROVISIONS.

A. The policies are to contain, or be endorsed to contain, the following provisions:

B. Commercial General Liability and Automobile Liability Coverages

1. The Alachua County Board of County Commissioners, its officials, employees and

volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.

2. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

C. All Coverages

The Contractor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

VII. SUBCONTRACTORS

Contractors shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

CERTIFICATE HOLDER: Alachua County Board of County Commissioners

EXHIBIT 2: Certificate of Insurance

EXHIBIT 3: Proposed Budget**Alachua County Coalition for the Homeless & Hungry BUDGET
Funding For Shelter Operations Provided by Alachua County FY 2024**

Account/Description	Amount Funded By Alachua County FY 2024
Adv/Safety/Overnight (16.6 FTE)	\$114,503.00
Payroll taxes	\$10,306.00
Worker's Comp	\$2,863.00
Payroll Fees	\$2,233.00
Simple IRA Match	\$1,775.00
Health/Dental Insurance	\$18,320.00
Total Amount of Funding	\$150,000.00

EXHIBIT 4: Expense Reimbursement Invoice

Today's date:	
Invoice time period:	From ___ / ___ / ___ to ___ / ___ / ___
Agency name:	
Amount of Reimbursement Request:	\$
Name & title of invoice preparer:	
E-mail & phone # of invoice preparer:	

REIMBURSEMENT REQUEST WORKSHEET

Description of Expense	Amount of Reimbursement Requested
	Total Amount Requested :

Address where payment should be sent:

(complete this section even if you have an existing EFT account)

Alternate payment option:

Do you want payment issued via Electronic Funds Transfer (EFT)? ☐ Yes ☐ No

If “yes”, do you have a completed EFT form on file with Alachua County? ☐ Yes ☐ No
(If “no”, please contact the Program Manager to request this form.)

If your agency has a completed EFT form on file, has any of your agency’s banking information changed since filing this form? ☐ Yes ☐ No

(If “yes”, please contact the Program Manager to request a new form.)

Per my agency’s agreement with Alachua County, I hereby declare that the goods/services for which this invoice has been prepared have been properly and timely performed and at the level of service reflected herein, are allowable based on the agency’s BoCC-approved budget, that such expenses have been reasonably incurred in accordance with the funding agreement, that the services or expenses have not been reimbursed by another agency, that all obligations of the agency covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to me that payment of any portion thereof should be withheld.

Signature and title of authorized agency representative

Date

EXHIBIT 5: Required Reports

Provider will report monthly:

1. Total number of unduplicated persons provided shelter and bed utilization rate. Note: does not include VA-funded beds
2. Total number of unduplicated people provided shelter each month
3. Total nights of shelter and average shelter utilization rate
4. Number of shelter residents who exit to a permanent housing placement as reported in HMIS.
Note: does not include VA-funded beds
5. Length of Stay of shelter residents staying > 30 days (HMIS report: ART 625 Tab L)
6. Percent of individuals who exit successfully and who do not return to homelessness within 6 months within the Continuum of Care
7. Residence prior to homelessness for new intakes based on HMIS data
8. Percentage of cases requesting emergency shelter that were diverted
9. Total number of meals provided and total number of services provided (including meals)
10. Total number of unsheltered, unduplicated people provided day services (calculated as total number of unduplicated people served-total number of unduplicated people provided shelter)

Please submit these reports **via e-mail or hard copy** to Alachua County to the attention of the following:

Program Manager
Alachua County Department of Community Support Services
218 SE 24th Street
Gainesville, FL 32641
cappchoices@alachuacounty.us

Certificate Of Completion

Envelope Id: FA6C71846F88436592F6EAABD389D779

Status: Completed

Subject: Complete with DocuSign: 13975 Grant Agreement with Grace Marketplace_10.5.23dj.pdf

Source Envelope:

Document Pages: 16

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Jaye Athy

AutoNav: Enabled

jathy@alachuacounty.us

Envelopeld Stamping: Enabled

IP Address: 163.120.80.69

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Record Tracking

Status: Original

Holder: Jaye Athy

Location: DocuSign

10/10/2023 11:51:44 AM

jathy@alachuacounty.us

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Alachua County

Location: DocuSign

Signer Events**Signature****Timestamp**

JON DECARMINE

jdecarmine@gracemarketplace.org

Executive Director

Security Level: Email, Account Authentication
(None)

DocuSigned by:



0BAEC805401648C...

Signature Adoption: Pre-selected Style

Using IP Address: 174.128.179.139

Sent: 10/10/2023 11:53:29 AM

Viewed: 10/10/2023 2:42:06 PM

Signed: 10/10/2023 2:44:57 PM

Electronic Record and Signature Disclosure:

Accepted: 10/10/2023 2:42:06 PM

ID: a38b0a65-4a51-42ca-97db-f2bb21020861

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Jon Rouse

trouse@alachuacounty.us

Contracts Supervisor

Alachua County Board of County Commissioners

Security Level: Email, Account Authentication
(None)**COPIED**

Sent: 10/10/2023 2:44:58 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Tom Tonkavich

ttonkavich@alachuacounty.us

Security Level: Email, Account Authentication
(None)**COPIED**

Sent: 10/10/2023 2:44:58 PM

Viewed: 10/10/2023 3:00:17 PM

Electronic Record and Signature Disclosure:

Accepted: 11/18/2022 12:59:23 PM

ID: c8782744-1eee-4df9-b348-320ded9c4858

Witness Events**Signature****Timestamp**

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
-------------------------	--------	------------

Envelope Sent	Hashed/Encrypted	10/10/2023 11:53:30 AM
Certified Delivered	Security Checked	10/10/2023 2:42:06 PM
Signing Complete	Security Checked	10/10/2023 2:44:57 PM
Completed	Security Checked	10/10/2023 2:44:58 PM

Payment Events	Status	Timestamps
----------------	--------	------------

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Alachua County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Alachua County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: mguidry@alachuacounty.us

To advise Alachua County of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at mguidry@alachuacounty.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Alachua County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to mguidry@alachuacounty.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Alachua County

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to mguidry@alachuacounty.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Alachua County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Alachua County during the course of your relationship with Alachua County.