

**AGREEMENT BETWEEN
ALACHUA COUNTY, FLORIDA &
HUMAN RIGHTS COALITION OF ALACHUA COUNTY, INC.**

THIS AGREEMENT (“Agreement”) is made by and between Alachua County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners (the “County”), and Human Rights Coalition of Alachua County, Inc., a Florida not for profit corporation (“HRCAC”). The County and HRCAC are collectively hereinafter referred to as the “Parties”.

WITNESSETH

WHEREAS, the coronavirus disease (COVID-19) caused a severe, intertwined public health and economic crises; and

WHEREAS, the COVID-19 pandemic resulted in unemployment, increased food and housing insecurities, and negative impacts to businesses, households, and our community; and

WHEREAS, the pandemic burden households and working families; and

WHEREAS, the American Rescue Plan Act of 2021 (“ARPA”) established the Coronavirus State & Local Fiscal Recovery Funds (“SLFRF”) to provide fundings to state, local, and tribal governments to respond to the COVID-19 pandemic and its impacts; and

WHEREAS, SLFRF funds may be, according the U.S. Department of the Treasury guidance and the final rule, used by recipients to replace lost public sector revenue and to pay for government services, subject to some restrictions; and

WHEREAS, Alachua County has determined a revenue loss amount; and

WHEREAS, HRCAC is a not for profit corporation the provides various community services that service a public purpose in Alachua County, Florida; and

WHEREAS, HRCAC’s efforts assist local households who were impacted of the pandemic; and

WHEREAS, the Board finds the disbursement of funding to HRCAC will provide public service and will be an investment in our community; and

WHEREAS, for the reasons stated above, the Board finds the disbursement of funding to HRCAC will act as a response to the negative impacts economic impacts of the pandemic, will provide assistance to disadvantaged communities and provide, and will provide a form of government service benefiting Alachua County and its residents; and

WHEREAS, HRCAC and the County desire to enter into this Agreement to clarify the services and disbursement of funding; and

WHEREAS, entry of this Agreement benefits public health, safety, and welfare.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt of which is acknowledged, Alachua County and HRCAC enter this Agreement and agree as follows:

1. **Recitals.** The foregoing recitals are correct and are incorporated herein.
2. **Term.** This Agreement shall become effective upon the date of execution of the last Party to this Agreement (“effective date”) and will remain in effect for a period of three (3) years from the effective date, unless earlier terminated. This Agreement may be further amended upon separate written amendment signed by the Parties.
3. **Agreement.**
 - A. **Scope of Services:** In accordance with the terms and conditions of this Agreement, HRCAC will utilize the funds referenced in section 4 (“Funds”) to serve the Alachua County community, as more particularly described in the scope in **Attachment A**, attached hereto and incorporated herein (“Services”).
 - B. **Employment:** 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 HRCAC. No employees, volunteers, agents and assigns of HRCAC will be held to be an employee, volunteer, officer, subcontractor, or agent of the County. HRCAC has no authority under this Agreement to hold itself out as authorized to act on behalf of the County.
 - C. **Operations:** Entry of this Agreement places no obligation on the County to operate, run, maintain, insure, or defend HRCAC or its programs. HRCAC will maintain all certifications, permits, and licenses necessary to provide the Services during the term of this Agreement.
 - A. **Eligible Uses.** HRCAC shall ensure that the Funds, referenced in paragraph 4 below, and the uses of such Funds will be for a public purpose and comply with federal, State of Florida, and local laws, rules, regulations, and guidance in effect, or as may be amended, during the term of this Agreement (“governing law”). HRCAC has knowledge of the restrictions imposed under F.S. §125.0156, and will keep aware of changes in the governing law that impact the Services. If requested, the HRCAC will provide to the County invoices and back-up documents regarding uses of the Funds. HRCAC will implement internal controls and monitoring to ensure compliance with the governing law.
4. **Funding Agreement.**
 - A. **Funds.** In consideration of HRCAC providing the Services described herein, the County agrees to provide HRCAC two installment payments of \$53,000, for a total sum amount not to exceed **\$106,000.00** during the term of this Agreement (“Funds”). The Funds is based upon the estimated budget contained in **Attachment B**, attached hereto and incorporated herein.
 - B. **Timing and Reporting:** HRCAC will comply with the timing requirements imposed on the Funds. HRCAC will comply with reporting and compliance requirements as directed, required, and requested by Alachua County during the term of this Agreement, whether or not such is expressly provided herein.

C. Allocation. The Parties agree that this Agreement is not a commitment of future appropriations.

D. Funding Restrictions. At no time will any part or dollar of Funds from the County to be used for or deposited into a pension fund, service debt, replenishing financial reserves, lobbying, satisfaction of settlements or judgments or consent decree or judicially confirmed debt or a non-Federal match, where prohibited.

5. Payment Requests. Payments made under this Agreement to the HRCAC from the County will be on a reimbursement basis. In order to obtain reimbursement payments, HRCAC will submit written reports as requests for payments. The request for payment will document completion of the goals and measures listed in **Attachment A**, attached hereto. Subject to receipt by County of the proper supporting documentation from HRCAC to the County with each payment request, payment by the County of funding to HRCAC will be made within thirty (30) days after HRCAC submits a payment request. The County may deny a request for payment, in whole or in part, if the County determines that an expenditure does not comply with or is not eligible under the terms of this Agreement, including its Attachment. The HRCAC is liable for re-payment to the County of any Funds provided to HRCAC if any representation or supporting documentation is found by the County to be false or misleading or ineligible or not in compliance with the terms of this Agreement. In order to obtain reimbursement payments, HRCAC will submit written reports as requests for payments to:

Alachua County Office of Sustainability, Equity,
& Economic Development Strategies
12 SE 1st Street
Gainesville, FL 32601

6. Performance Monitoring. The Parties agree that during the term of this Agreement, authorized employees of the County will coordinate and inquire with HRCAC for the purpose of monitoring or inspecting that: (i) the Services are being provided or completed, (ii) the status of the completion of the goals and measures presented in Attachment A, and/or (iii) the purpose of this Agreement is being met.

7. Assurances and Termination.

A. *Termination for Default*: If during the term of this Agreement the HRCAC (1) violates any term or condition of this Agreement, or (2) fails to provide the Services, in whole or in part, or (3) fails to meet the goals and measures as listed in this Agreement, the provisions in this subsection will apply and HRCAC will be placed in default. If HRCAC is in default or fails to perform in accordance with the terms or conditions of this Agreement, the County may provide a written notice of default. The County Manager and his/her designee is authorized to provide notice of default on behalf of County and notice may be sent electronically. If the default is not corrected within the allotted time as specifically provided in the notice of default, the County may terminate this Agreement for cause. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice,

then the effective date of termination will be 7 calendar days after the date the notice of termination is received by HRCAC.

- B. *Termination for Convenience:* This Agreement may be terminated upon the written agreement of both Parties.
- C. *Termination due to Operation of Law.* This Agreement may be terminated by either party upon written notice to the other Party, if any provision herein would or might in the opinion of the terminating party, be contrary to the law of the State of Florida now in effect or as amended.
- D. *Termination for Unavailability of Funding:* If the Funds referenced in this Agreement become unavailable, in whole in part, as determined by the County, County may terminate this Agreement upon written notice to HRCAC. The County Manager and his/her designee is authorized to provide a notice of termination on behalf of the County due to unavailability of funding. Notice may be electronically given. The effective date of termination of this Agreement due to unavailability of funding will be the date specified in the notice of termination.
- E. Upon termination or expiration of this Agreement, HRCAC waive ability to request from the County future Funding which may have been held by the County for the Services described in this Agreement. Following termination of this Agreement, the County has no further obligation to provide funding to HRCAC.

8. Audits and Accountability. HRCAC hereby agrees to cooperate with the County in order to assure compliance with all requirements of the Funding restrictions, including providing access to and the right to examine relevant documents related to this Agreement, including those that may be required by a federal or state granting agency. HRCAC will follow accounting standards and costs principles. All records and accounts related to this Agreement must be retained for and be subject to, inspection, review, or audit by the County. Such review shall be during the regular working hours, following reasonable written notice. HRCAC 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. HRCAC 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.

9. Insurance. HRCAC will procure and maintain insurance, at levels acceptable to the County, throughout the entire term of this Agreement, including any renewals.

10. Indemnification. THRCAC HEREBY WAIVES AND RELEASES, AND AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS ALACHUA COUNTY AND ITS BOARD OF COUNTY COMMISSIONERS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND ATTORNEYS (COLLECTIVELY “ALACHUA COUNTY”) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PENALTIES, EXPENSES, AND CAUSES OF ACTION OF ANY AND EVERY DESCRIPTION, AND DAMAGES, INCLUDING ATTORNEYS’ FEES AND COSTS, BROUGHT AGAINST ALACHUA COUNTY RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE

ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE FUNDS OR THE ACTS OF HRCAC'S EMPLOYEES, OFFICERS, VOLUNTEERS, AGENTS, OR ASSIGNS IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES SET FORTH IN THIS AGREEMENT AND ITS ATTACHMENTS. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor insurance coverage. this Agreement shall not be interpreted or deemed to constitute a waiver of sovereign immunity or authorization for claims by third parties. This indemnification provision will survive the termination of this Agreement. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes, as may be amended.

11. Standard Clauses.

A. Public Records. In accordance with §119.0701, Florida Statutes, if HRCAC is deemed to be acting on behalf of the County, as provided under 119.011(2), Florida Statutes, HRCAC shall keep and maintain public records related to this Agreement as required by law (see paragraph 10 above). Upon request from the County's custodian of public records, HRCAC will provide the custodian with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida Statutes, or as otherwise exempt or confidential or protected as provided by federal or state of Florida law.

IF HRCAC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO HRCAC'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT publicrecordsrequest@alachuacounty.us OR (352) 264-6906 OR 12 SE 1ST STREET, GAINESVILLE, FL 32601.

B. Laws & Regulations. This Agreement is governed by the laws of the State of Florida and venue for any and all actions arising under this Agreement shall be in a court of competent jurisdiction in and for Alachua County, Florida.

C. Amendment. Unless otherwise stated herein, the Parties agree that no modification, amendment, or alteration of the terms, conditions, and provisions of this Agreement are effective unless contained in a written document executed by both the Parties.

D. Assignment. No Party shall assign this Agreement, without the prior approval of the other Party. If approved, the Parties each bind their respective successors, assigns, heirs, and representatives in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

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

F. Independent Contractor. It is understood and agreed that nothing herein contained in this Agreement is intended or should be construed as in any way establishing the relationship of co-partners or a joint venture between the Parties hereto. Each Party remains an independent

contractor.

G. Prohibition Against Contingent Fees. As required by §287.055(6), Florida Statutes, HRCAC warrants that HRCAC has not employed or retained any company or person, other than a bona fide employee working solely for the HRCAC to solicit or secure this Agreement and that HRCAC has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for HRCAC any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

H. Conflict of Interest. HRCAC warrants that it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement.

I. 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 regulation, acts of nature, fires, strikes, national disasters, wars, riots, transportation problems, epidemic, and any other cause whatsoever beyond the reasonable control of the Parties. 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. That being said, the Parties acknowledge that time is of the essence and that there are timing obligations that must be met as set forth in this Agreement.

J. 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.

K. Severability and Ambiguity. It is understood and agreed by the Parties that if any of the provisions of the Agreement shall contravene or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision(s) held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if jointly drafted by the Parties and no presumption, inference, or burden of proof shall arise favoring or disfavoring a Party by virtue or authorship of any or all of the Agreement's provisions.

L. Construction. This Agreement shall not be construed more strictly against one party than against the other Parties merely due to fact that it may have been prepared by one of the Parties. It is recognized that the Parties have substantially contributed to the preparation of this Agreement and have had a full opportunity to review it.

M. 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 a 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.

N. Notice. Except as otherwise provided in this Agreement any notice, including notice of default or termination, from either Party to the other Party must be in writing and delivered by hand delivery with receipt or sent by registered or certified mail, return receipt requested, or by overnight express delivery service to the addresses below. Additional copy of the notice is requested via electronic mail to the additional following addresses listed for the Parties. Notices sent by mail will be deemed delivered five (5) business days after mailing. Notices sent by overnight express delivery service will be deemed delivered on the business day after deposit with the service. Each Party may change its mailing address by giving the other Party written notice of election to change the address.

To HRCAC:

Human Rights Coalition
Alachua County, Inc.
1001 NE 16th Avenue
Gainesville, FL 32601

To County:

Alachua County, Florida
Attn: Alachua County Manager
12 SE 1st Street
P.O. Box 2877
Gainesville, Florida 32602

cc (via e-mail):

Alachua County Procurement, Attn: Contracts
acpur@alachuacounty.us
Clerk of Court, Attn Finance & Accounting
dmw@alachuaclerk.org

{Remainder of page intentionally left blank, signature page to follow}

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the respective dates under each signature: by the Human Rights Coalition of Alachua County, Inc., through its duly authorized representative, and by Alachua County, through the Chair of the Board of County Commissioners, who is authorized to sign.


ALACHUA COUNTY, FLORIDA

By: 


Anna Prizzia, Chair
Board of County Commissioners

Date: Jul 12, 2023

ATTEST:


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

Approved as to form:

DocuSigned by:

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Alachua County Attorney's Office

**HUMAN RIGHTS COALITION
OF ALACHUA COUNTY, INC.**

By: 

Larry Green, President

Date: 06/30/2023

Attachment A: Scope of Services

Summary

HRCAC serves the Alachua County community through a variety of regular programming, and in recent years, through special pandemic-relief efforts. During the Covid-19 pandemic, it became clear that HRCAC services were also helpful to and increasingly utilized by various populations disproportionately impacted by the public health and economic crisis. Throughout the pandemic, HRCAC programming served various communities with layered and compounding barriers to health resources and economic recovery funds, including low-income workers and families, and people experiencing homelessness and housing insecurity.

Alachua County, in responding to the Covid-19 pandemic in an equitable manner, seeks to ensure that its services and resources actually reach those residents most impacted by the health and economic disaster. To that end, HRCAC programs promote access to those resources for limited English language proficient, low-income, and homeless and housing insecure residents.

HRCAC programming supports Alachua County's ability to adequately respond to Title VI of the 1964 Civil Rights Act and Executive Order 13166, which require entities receiving federal financial assistance to provide meaningful access to programs and services by eligible persons regardless of race, color, national origin, or English language proficiency.

Promoting Equitable Outcomes

The programming carried out and overseen by HRCAC supports the need to respond to Alachua County residents who speak languages other than English and may have limited English language proficiency. Data from the US Census, World Population Review.com, School Board of Alachua County, and the Rural Women's Health Project (RWHP) tells us that there are 37,719 speakers of languages other than English who reside in Alachua County, making up 14% of the population. Over half of that group are adult Spanish speakers. According to the School Board of Alachua County, there are 800 non-English speaking children in Alachua schools and more than 80 families in migrant education with monolingual Spanish or indigenous speaking parents. Significantly, the county's Combined Communications Center receives about fifty requests for the language line each month, the majority of requests coming from Spanish speakers.

As a result of the pandemic it became evident that the services provided by the HRCAC could be used to mitigate barriers to health services, affordable housing, legal assistance, and other local resources for many Alachua County residents disproportionately impacted by the Covid-19 pandemic.

Description of Services, Goals and Measures

In accordance with the Agreement, the Funds provided by the County to HRCAC will be utilized for the following uses, goals and measures:

Goal 1: Expand Impact of Available Programs

Measures:

- **Build new community partnerships and strengthen existing partnerships for the limited English language proficient, low-income, and homeless and housing insecure individuals and communities in Alachua County**
 - *Formalize existing partnerships within the community*

- *Attend at least 5 community meetings (public meetings of locally-based interest groups or local government) per quarter, including meetings of existing partner organizations and of prospective partners*
- *Attend at least 2 community events (events hosted by local government, a non-profit organization, a professional association, a business association, a charitable organization, a cultural/arts organization, or other community organization) per quarter, including events hosted by existing partner organizations and prospective partners*

Goal 2: Provide Institutional Systemic Support Services

Measures:

- **Provide case management to at least 100 foreign-born Alachua County residents each calendar year**
 - *Conduct and conclude intake form and process.*
 - *Initiate legal navigation services for at least 20 new clients each quarter.*
- **Coordinate community events**
 - *Facilitate coordination of intake to pro bono attorneys and Co-coordinate quarterly legal information events for caseload*
 - *Support participants through intake and advisement*
 - *Structure tabling and informational session to share information about local resources and programs at each event*
- **Oversee Outreach Initiatives**
 - *Engage, hire Program Director to oversee outreach initiatives to non-immigrant neighbors and rural Alachua County residents*
 - *Develop new partnerships with non-immigrant community partners,*
 - *Engage in regular communication with its partners at the county level*
 - *Expand the pool of community resources available*
 - *Serve as a liaison with local government, housing, schools, and healthcare systems and ensure regular communication with partners.*
- **Coordinate volunteers**
 - *Engage, hire a Volunteer Coordinator to direct recruitment, training and coordination of HRCAC volunteers*
 - *Training and coordination of HRCAC volunteers*
 - *Collaborating with partners to host special events at partners' facilities and other community spaces*
- **Hotline**
 - *Answer questions from the community and also connect those to services to address their legal, health and social services – hotline answered by a director or legal navigator during office hours and by trained bi-lingual volunteers after hours*
 - *Support work done by the legal navigator in coordinating legal education and legal support programming*
 - *Support for individuals who are accessing institutional services, such as*
 - *child and family welfare,*
 - *food and emergency services assistance,*
 - *housing and civil rights,*

- Criminal legal system,
- health care
- *Orientation and accompaniment services to or for court events*
- *Consult with partner organizations and services to facilitate referrals, and follow up with basic needs.*

Attachment B**Estimated Budget**

PROJECT BUDGET	FY23	County Total	FY24	County Total
Program Director and Legal Navigator (1.0 FTE @ \$60,000)	\$60,000	\$30,000	\$60,000	\$30,000
Volunteer Coordinator (.5 FTE @ \$45,000)	\$22,500	\$11,250	\$22,500	\$11,250
Additional Staffing Costs (FICA, Social Security, etc.)	\$10,725	\$5,363	\$10,725	\$5,363
Office Space (@ \$550 monthly)	\$6,600	\$3,300	\$6,600	\$3,300
Graphic design (contract based)	\$900	\$450	\$900	\$450
Printing & general office	\$1,774	\$827	\$1,774	\$827
Computer and printer repair/replacement	\$3,500	\$1,750	\$3,500	\$1,750
YEARLY TOTAL:	\$106,000	\$53,000	\$106,000	\$53,000












Item #11b, 23-00353, 07112023

Final Audit Report

2023-07-12

Created:	2023-07-12
By:	Steve Donahey (asd@alachuaclerk.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAxR9COPSEJk8FTvkFz7CfBZQDGwTf7rEP

"Item #11b, 23-00353, 07112023" History

-  Document digitally presigned by DocuSign\, Inc. (enterprisesupport@docusign.com)
2023-07-11 - 8:22:40 PM GMT - IP address: 216.194.145.253
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2023-07-12 - 1:09:39 PM GMT - IP address: 216.194.145.253
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2023-07-12 - 1:11:33 PM GMT
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2023-07-12 - 1:11:44 PM GMT - IP address: 174.228.166.168
-  Signer bocchairsignature@alachuacounty.us entered name at signing as Anna Prizzia
2023-07-12 - 6:41:17 PM GMT - IP address: 128.227.233.10
-  Document e-signed by Anna Prizzia (bocchairsignature@alachuacounty.us)
Signature Date: 2023-07-12 - 6:41:19 PM GMT - Time Source: server- IP address: 128.227.233.10
-  Document emailed to jki@alachuaclerk.org for signature
2023-07-12 - 6:41:20 PM GMT
-  Email viewed by jki@alachuaclerk.org
2023-07-12 - 8:57:48 PM GMT - IP address: 216.194.145.253
-  Signer jki@alachuaclerk.org entered name at signing as J.K. "Jess" Irby, Esq.
2023-07-12 - 8:58:09 PM GMT - IP address: 216.194.145.253
-  Document e-signed by J.K. "Jess" Irby, Esq. (jki@alachuaclerk.org)
Signature Date: 2023-07-12 - 8:58:11 PM GMT - Time Source: server- IP address: 216.194.145.253
-  Agreement completed.
2023-07-12 - 8:58:11 PM GMT