

**AGREEMENT BETWEEN ALACHUA COUNTY AND
ALACHUA COUNTY COALITION
FOR THE HOMELESS AND HUNGRY, INC., NO. 14004**

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 September 5 , 2023, the Alachua County Board of County Commissioners (BOCC) voted to make a onetime contribution of \$350,000.00 to the Agency to assist them in continuing their Street Outreach Program (the “ Services); 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 on December 1, 2023 (“ 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 \$350,000 (“ 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”) rendered during the Term of this Agreement. The Agency further agrees to the proposed Budget listed in **Exhibit 2**, 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 those Services as detailed in **Exhibit 1** and **Exhibit 2**, 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 qualifies as a not for profit corporation incorporated in good standing, or (ii) Agency no longer qualifies for tax-exempt status by way of Internal Revenue Code s. 501(a)/501(c)(3)
 - 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 3** 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 4**, 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. The County Manager or his/her designee may accept and approve amendments to Scope of Services (Exhibit 1) and Budget (Exhibit 2) attached to this Agreement, provided the revisions are consistent with the original submitted proposal and that such requests are made and agreed to in writing. Requested revisions may not include additional fiscal impact or changes to the allocation of Funds.

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:** Agency will procure and maintain insurance throughout the entire term of this Agreement, of the types and in the minimum amounts detailed in **Exhibit "5"** 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 "5-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: Proposed Budget
- Exhibit 3: Expense Reimbursement Invoice
- Exhibit 4: Required Reports
- Exhibit 5: Insurance

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.

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: Mary C. Alford

Mary Alford, Chair

Date: Nov 16, 2023

Approved as to form:

DocuSigned by:

Diana Johnson

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ATTEST

Jess Irby

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

Alachua County Attorney's Office

AGENCY

Alachua County Coalition for the Homeless and Hungry, Inc.

d/b/a GRACE Marketplace

By: JON DECARMINE
0BAEC805401648C...

JON DECARMINE

Print: _____

Title: Executive Director

Date: 10/24/2023

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

1. General Requirements

- 1.1. Agency will provide 5 FTE of prioritized, housing-focused outreach in targeted areas throughout Alachua County. Shifts will be scheduled six days a week and will cover early morning, evening, and weekend shifts for initial engagement; and shifts during business hours for housing engagement. Additional psychiatric support services will be provided once weekly through a partnership with UF Health.
- 1.2. Agency will spend the majority of their time helping people make progress toward housing, with remaining time dedicated to locating new people to serve and building trust and rapport.
- 1.3. Agency will conduct initial assessments to identify housing and service needs of unsheltered individuals, work to build rapport, establish document readiness, and facilitate ongoing communication between individuals on the street and other homeless and social service providers.
- 1.4. Agency will endeavor to respond within one business day to local requests for assistance or wellness checks within the downtown area, and within two business days in outlying communities.
- 1.5. Agency will attempt to provide diversion services on all individuals targeted for engagement.
- 1.6. As needed, if participants are willing to seek shelter, program staff will provide transportation for them and their belongings to Agency' s facility or other appropriate shelter locations.
- 1.7. Agency will continue to use the referral system it has established with the Gainesville Police Department, and work to establish a similar process with the Alachua County Sheriffs Office through which law enforcement can refer non-criminal issues to the outreach team for initial follow-up.
- 1.8. Agency will record all street outreach contacts, housing plans, client contact information, and other pertinent data in the local Homeless Management Information System.
- 1.9. Agency will continue to participate in the local Continuum of Care' s Outreach and Point-in-Time subcommittees; and will continue to support the CoC' s annual point-in-time survey efforts across all of Alachua County.

2. Key Deliverables: Outcomes (Through September 2024)

- 2.1. Minimum 100 total positive exits from unsheltered homelessness. This includes placements to permanent housing, emergency shelters, treatment centers, assisted living facilities, and similar arrangements.

- 2.2. Minimum 60 permanent housing placements into appropriate programs. These include a minimum of 30 exits to market-rate housing (including diversions, rapid resolution services, and/or provision of limited financial support) and 30 exits to RRH/PSH programs as determined by the CoC (assuming those units are available and assigned via Coordinated Entry).
- 2.3. Completion of initial assessments (VI-SPDAT, or other CoC-approved tool) and connection to the Continuum of Care's Coordinated Entry system for at least 50 individuals.
- 2.4. Assist minimum of 50 individuals to become document ready for housing move-in.
- 2.5. GRACE team responds within 1-2 business days to a minimum of 50 calls for service related to homelessness (sleeping/trespass, public urination, wellness checks) by referral from the Gainesville Police Department or Alachua County Sheriff's Office.

EXHIBIT 2: Proposed Budget**Alachua County Coalition for the Homeless & Hungry BUDGET
Funding For Street Outreach Team Provided by Alachua County FY 2024**

| Account/Description | Amount Funded By Alachua County FY 2024 |
|---------------------------------|--|
| Direct Housing Support (NGDS) | \$25,000.00 |
| Diversion Costs | \$25,000.00 |
| Psychiatric Contracted Services | \$60,000.00 |
| Director of Street Outreach | \$43,500.00 |
| Outreach Specialist | \$125,355.00 |
| Payroll taxes | \$15,197.00 |
| Worker's Comp | \$4,221.00 |
| Payroll Fees | \$3,293.00 |
| Simple IRA Match | \$2,617.00 |
| Health/Dental Insurance | \$27,017.00 |
| Grant administration | \$18,800.00 |
| Total Amount of Funding | \$350,000.00 |

BUDGET NARRATIVE**Operational**

1. Psychiatric contracted services (\$60,000): This cost covers $\frac{3}{4}$ of the annual subcontract (1/1/2024-9/30/2024) with UF Health for a psychiatrist and residents to deliver psychiatric services alongside the outreach team on Wednesdays and Fridays.

a. Backup to be provided: Invoice, copy of check

2. Housing support (\$25,000): Flexible funding used to facilitate rapid exits from homelessness, including one-time costs of first month, last month, and security deposit, and other associated costs needed to move into housing. This line item will not be used to provide ongoing support (i.e. rental assistance, case management).

a. Backup to be provided: Leases, receipts, copy of checks

3. Diversions (\$25,000): Flexible funding used to facilitate permanent housing connections through the provision of transportation assistance (travel costs, gas cards, associated expenses)

a. Backup to be provided: Receipts, copy of checks

Personnel

1. Director of Street Outreach (\$43,500) + payroll burden
2. Outreach Specialists (\$125,355): \$22/hr + burden
3. Payroll burden (\$52,345): Associated payroll costs (payroll taxes, worker' s compensation, payroll fees, Simple IRA match, health/dental insurance)
 - a. Backup to be provided: Payroll records with burden included, receipts of additional payroll costs (insurance costs and other contributions)

Administrative

1. Grant administration (\$18,800): Costs associated with administration of the program, to include salaries related to recordkeeping, invoicing, finance. Travel costs for Outreach Specialists.
 - a. Backup to be provided: Payroll records with burden included, mileage reimbursement requests, related receipts)

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 4: Required Reports

Agency will report monthly:

1. Total positive exits (all exits to housing, shelter, treatment, ALF, or other exit from unsheltered homelessness)
2. Exits to permanent housing (from CoC HMIS CAPER report), including the following:
 - a. Owned by client, no ongoing subsidy
 - b. Rental by client, no ongoing subsidy
 - c. Rental by client, other ongoing subsidy
 - d. Permanent housing (other than RRH) for formerly homeless people
 - e. Staying or living with family, permanent tenure
 - f. Staying or living with friends, permanent tenure
 - g. Rental by client, with RRH or equivalent subsidy
 - h. Rental by client, with HCV or HUD/VASH voucher
 - i. Rental by client in a public housing unit
3. Services provided (from CoC HMIS Service Report):
 - a. Case management
 - b. Outreach contacts
 - c. Document provision
 - d. Psychiatric support services
4. Referrals received and followed up on from:
 - a. Continuum of Care Coordinated Entry System
 - b. Other social service providers
 - c. Law enforcement
 - d. Local government
 - e. Business owners
 - f. Community members

Agency will report quarterly:

1. Housing status of previously housed people at 90/180/365 days

EXHIBIT 5: 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 contact 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 5a: Certificate of Insurance

Certificate Of Completion

| | |
|---|---------------------------|
| Envelope Id: AD5C95F6CD4C4AC6A07B7B5A0C3D3F91 | Status: Completed |
| Subject: Complete with DocuSign: 14004 Grant Agreement with Grace Marketplace for Street Outreach Final.pdf | |
| Source Envelope: | |
| Document Pages: 19 | Signatures: 1 |
| Certificate Pages: 5 | Initials: 0 |
| AutoNav: Enabled | Envelope Originator: |
| Envelopeld Stamping: Enabled | Jaye Athy |
| Time Zone: (UTC-05:00) Eastern Time (US & Canada) | jathy@alachuacounty.us |
| | IP Address: 163.120.80.11 |

Record Tracking

| | | |
|--------------------------------------|------------------------|--------------------|
| Status: Original | Holder: Jaye Athy | Location: DocuSign |
| 10/24/2023 8:19:51 AM | jathy@alachuacounty.us | |
| Security Appliance Status: Connected | Pool: StateLocal | |
| Storage Appliance Status: Connected | Pool: Alachua County | Location: DocuSign |

Signer Events

JON DECARMINE
 jdecarmine@gracemarketplace.org
 Executive Director
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 0BAEC805401648C...
 Signature Adoption: Pre-selected Style
 Using IP Address: 98.173.227.212

Timestamp

Sent: 10/24/2023 8:21:35 AM
 Viewed: 10/24/2023 11:17:20 AM
 Signed: 10/24/2023 11:22:56 AM

Electronic Record and Signature Disclosure:

Accepted: 10/24/2023 11:17:20 AM
 ID: a1519449-6802-45cc-a135-111d21001102

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)



Sent: 10/24/2023 11:22:57 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

| | | |
|---------------------|------------------|------------------------|
| Envelope Sent | Hashed/Encrypted | 10/24/2023 8:21:35 AM |
| Certified Delivered | Security Checked | 10/24/2023 11:17:20 AM |
| Signing Complete | Security Checked | 10/24/2023 11:22:56 AM |

| Envelope Summary Events | Status | Timestamps |
|--|------------------|------------------------|
| Completed | Security Checked | 10/24/2023 11:22:57 AM |
| Payment Events | Status | Timestamps |
| Electronic Record and Signature Disclosure | | |

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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:

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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.

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- 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..

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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>.

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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.

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Item #2b, 23-00622, 11142023

Final Audit Report

2023-11-16

| | |
|-----------------|--|
| Created: | 2023-11-16 |
| By: | Steve Donahey (asd@alachuaclerk.org) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAq1CKPszP5feznpOHsJLW5PPE44T5nuaW |

"Item #2b, 23-00622, 11142023" History

-  Document created by Steve Donahey (asd@alachuaclerk.org)
2023-11-16 - 1:30:56 PM GMT- IP address: 216.194.145.253
-  Document emailed to bocchairsignature@alachuacounty.us for signature
2023-11-16 - 1:32:21 PM GMT
-  Email viewed by bocchairsignature@alachuacounty.us
2023-11-16 - 4:38:22 PM GMT- IP address: 149.19.43.13
-  Signer bocchairsignature@alachuacounty.us entered name at signing as Mary Alford
2023-11-16 - 4:40:15 PM GMT- IP address: 149.19.43.13
-  Document e-signed by Mary Alford (bocchairsignature@alachuacounty.us)
Signature Date: 2023-11-16 - 4:40:17 PM GMT - Time Source: server- IP address: 149.19.43.13
-  Document emailed to jki@alachuaclerk.org for signature
2023-11-16 - 4:40:18 PM GMT
-  Email viewed by jki@alachuaclerk.org
2023-11-16 - 4:43:01 PM GMT- IP address: 216.194.145.253
-  Signer jki@alachuaclerk.org entered name at signing as J.K. "Jess" Irby, Esq.
2023-11-16 - 4:43:18 PM GMT- IP address: 216.194.145.253
-  Document e-signed by J.K. "Jess" Irby, Esq. (jki@alachuaclerk.org)
Signature Date: 2023-11-16 - 4:43:20 PM GMT - Time Source: server- IP address: 216.194.145.253
-  Agreement completed.
2023-11-16 - 4:43:20 PM GMT