

**PROFESSIONAL SERVICES AGREEMENT BETWEEN ALACHUA COUNTY &
THREE RIVERS LEGAL SERVICES, INC.
FOR HOUSING STABILITY SERVICES (ERAP)
NO. 13899**

This Professional Services Agreement (“Agreement”) is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the “County”) and Three Rivers Legal Services, Inc., a Florida not for profit corporation (“Professional”), who are collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, the U.S. Department of the Treasury Emergency Rental Assistance (ERA) program was stated as a means to support throughout the COVID-19 pandemic by assisting eligible households with financial assistance, providing services for housing stability, and covering costs for affordable rental housing, utilities, and eviction prevention activities; and

WHEREAS, by way of the ERA program, Alachua County was a recipient of funding through both the ERA1 program and the ERA2 program; and

WHEREAS, Alachua County launched the Alachua County Emergency Rental Assistance Program (ERAP) and has been successful in assisting many eligible renter households in Alachua County; and

WHEREAS, the U.S. Department of the Treasury sets forth rules and guidance for ERA1 and ERA2 including proper use of the funding; and

WHEREAS, according to federal guidance, ERA1 and ERA2 both allow a percentage of the programs’ funding to be used for ‘housing stability services’ for eligible households, which includes services for eviction prevention, mediation, counseling, case management, legal services or attorneys’ fees related to eviction proceedings and maintain housing stability and others; and

WHEREAS, the County desires to use ERAP to support additional services the keep households stably housed; and

WHEREAS, the Professional provides certain housing stability services and submit a proposal to the County, a copy of which is attached hereto as **Exhibit “2”**; and

WHEREAS, under the County’s Procurement Code, the Board has found that acquisition of legal services is exempt from competitive solicitation; and

WHEREAS, Professional is a not for profit organization that provides free civil legal aid and assistance to lower income individuals in Alachua County and the surrounding north central Florida; and

WHEREAS, the County desires to partner with the Professional so these services can be provided to those in need and eligible in Alachua County.

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

1. **Recitals.** The foregoing recitals are incorporated herein.
2. **Scope.** In accordance with the terms and conditions of this Agreement, Professional agrees to provide services to eligible residents of Alachua County, Florida related to housing stability, as more particularly described in the Scope of Services attached hereto as **Exhibit “1”** and the Proposal attached hereto as **Exhibit “2”**, both of which are incorporated herein (“Services”). It is understood that the Services may be modified, but to be effective and binding, any such modification must be in writing executed by

both the Parties. In the event of any conflict between the scope in Exhibit “1” and the proposal in Exhibit “2”, the terms of the scope in Exhibit “1” prevail.

3. **Term.** This Agreement is effective on the day the last Party signs it (“effective date”) and continues until December 31, 2025, unless earlier terminated as provided herein. This Agreement may be renewed at the option of the County for 1 additional 1 year term.

4. **Qualifications and Personnel.** By executing this Agreement, Professional makes the following representations to County:

- A. Professional and its employees are qualified and experienced to provide the Services.
- B. Professional and its attorneys will maintain all licenses and certifications, at its/their expense, necessary to provide the Services during the term of this Agreement.
- C. Professional and its employees, staff, and volunteers will perform the Services with the skill and care which would be exercised by a like qualified professional performing similar services. Professional will assure that all Professional’s personnel who perform the Services, or perform any part of the Services, are competent, reliable and experienced to perform their assigned task timely and satisfactory. If failure to meet these standards results in a deficiency in the Services or the related tasks or designs, Professional will, at its own cost and expense, re-do the Services to correct the deficiency.
- D. The Parties acknowledge that there is nothing in this Agreement that precludes County from retaining other professionals for similar or same Services.

5. **Payment.**

- A. The County will pay and Professional will accept, for the timely and complete performance of the Services described in this Agreement, payment based on the rates or pricing contained in the Payment Schedule attached hereto as **Exhibit “3”** and incorporated herein by this reference. The Parties agree that the amount to be paid to Professional for the Services provided under this Agreement will not exceed the sum of **\$554,580**.
- B. As a condition precedent for any payment, Professional must submit monthly invoices to the County requesting payment for Services properly rendered and expenses due, unless otherwise agreed in writing by the County. Professional's invoice must describe the Services rendered, the date performed [*and the time expended, if billed by hour*], and the person(s) rendering such Services. Professional's invoice shall be accompanied by documentation or data in support of expenses, as the County may require. The invoice shall reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall constitute the Professional's representation to the County that the Services listed have reached the level stated, have served a public purpose, have been properly and timely performed, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of Professional covered by prior invoices have been paid in full, and that the amount requested is currently due and owing. Submission of the Professional’s invoice for final payment shall further constitute the Professional's representation to the County that, upon receipt by the Professional of the amount invoiced, all obligations of the Professional to others, including its consultants and subcontractors, will be paid in full. Professional shall submit invoices to the County at the following address, unless otherwise directed by the County:

Alachua County Community Support Services
218 SE 24th Street
Gainesville, FL 32641

- C. The Parties agree that the Professional will be responsible for payment and amounts due to licenses, filing fees, costs, travel, and any other fees necessary to provide the Services.

- D. The County will make payment to Professional for amounts properly invoiced, as set out below, and in accordance with the provisions of the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.
- E. If the County has reasonable cause to suspect that any representations of Professional relating to payment are inaccurate, the County may withhold payment of sums then or in the future otherwise due to Professional until the inaccuracy, and the cause thereof, is corrected to the County Manager's or his/her designee's reasonable satisfaction.
- F. 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 hereto understand that this Agreement is not a commitment of future appropriations. Continuation of this Agreement beyond the term or the end of any County 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.
- G. It is anticipated that this Agreement and/or the Services, in whole or in part, are to be funded by Federal, State, or other governmental agency monies, including funds from ERA received by the County by way of the U.S. Department of the Treasury. Professional agrees that it will comply with all requirements of the funding entity applicable to the use of the monies, including but not limited to (a) ensuring the funds are utilize for housing stability services as appropriate and acceptable to the Department or funding entity, (b) assisting with proper reporting and data collection, and (c) providing access to and the right to examine relevant documents related to the Services, and as specifically required by the granting agency, and (d) receiving no payment until all required forms, as applicable, are completed and submitted.

6. **Insurance.** Professional 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 "4"** 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 "4-A"**.

7. **Alachua County Minimum Wage.** If, as determined by County, the Services to be performed under this this Agreement are 'Covered Services', as defined under the Alachua County Government Minimum Wage Ordinance ("Wage Ordinance"), then during the term of this Agreement and any renewals, Professional shall pay its 'Covered Employees', as defined in the Wage Ordinance, no less than the Alachua County Government Minimum Wage ("Minimum Wage"), as may be amended by the County. Professional will require the same of its subcontractors and subconsultants who provide the Services. If applicable, Professional will certify this understanding, obligation, and commitment to County through a certification, a copy of which is attached hereto as **Exhibit "5"**. Professional will (a) post a copy of the Minimum Wage Rate in a prominent place of its principal place of business where it is easily seen by Covered Employees; (b) supply a copy to any Covered Employee upon request; (c) make any person submitting a bid for a subcontract for Covered Services aware of these requirements; and (d) include the necessary provisions in subcontracts to ensure compliance. The County shall not be deemed a necessary, or indispensable, party in any litigation between Professional and subcontractor. At this time of execution of this Agreement, the prevailing Minimum Wage is as follows, which is subject to change during the term of this Agreement, and will be updated, and be applicable, without the necessary of amendment to this Agreement:

\$16.00 per hour with qualifying health benefits amounting to at least \$2.00 per hour \$18.00 per hour without health benefits

If applicable to the Services under this Agreement and to Professional, failure to comply with the provisions of the Wage Ordinance will be deemed a breach this Agreement and County is authorized to withhold payment of funds in accordance with Alachua County Code and Chapter 218, Florida Statutes.

8. **Default and Termination.**

- A. **Default.** If either Party fails to comply with a provision of this Agreement, the Party will be in default and the non-defaulting Party will notify the other Party in writing. The defaulting party shall be given seven (7) days in which to cure the default. The Community Support Services Director 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 Manager is authorized to provide Professional with written notice of termination of this Agreement on behalf of County. 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 the date that the notice of termination is received by the Professional.
- B. **Termination for Convenience:** Either Party may terminate the Agreement without cause by providing written notice of termination for convenience to the Professional. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. Upon such notice, Professional will immediately discontinue all Services for the County currently or to be provided to the County, unless the notice from the County directs otherwise. 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 the date that the notice of termination is received by the Professional.
- C. **Termination for Unavailability of Funding:** If funds to finance this Agreement become unavailable, as determined by the County, County may terminate this Agreement upon written notice to Professional. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. 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 the date that the notice of termination is received by the Professional.
- D. The County may obtain the same or similar Services from any other entities, sources, firms, and individuals, and may use any method deemed in the County's best interest. In the event of termination, Professional's recovery against County shall be limited to that portion of this Agreement amount earned through the date of termination. Professional 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 fees or profit on portions of the Services not performed.

9. **Indemnification.** PROFESSIONAL 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 KIND, 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 NEGLIGENCE, ERROR, RECKLESS OR WRONGFUL MISCONDUCT OF PROFESSIONAL OR PERSON EMPLOYED BY OR VOLUNTEER OF PROFESSIONAL, IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES SET FORTH IN THIS AGREEMENT, INCLUDING ATTACHED EXHIBITS. This obligation shall in no way be limited in any nature by any limitation on the amount or type of Professional's insurance coverage. In the event the County is alleged to be liable on account of alleged acts or omissions, or both, of Professional or Professional's employees, representatives or agents, then Professional will investigate, respond to and provide a defense for any allegations and claims, at Professional's sole costs and expense. Furthermore, Professional will pay all costs, fees and other expenses of any defense,

including but not limited to, all attorneys' fees, court costs and expert witness fees and expenses. Professional and County will jointly cooperate with each other in the event of any litigation, including any request for documentation. 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.

14. **Notice.** Except as otherwise provided in this Agreement, any notice from either Party to the other Party must be in writing and delivered by hand delivery with receipt or sent by certified mail, return receipt requested, to the addresses below. All notices will be deemed delivered five (5) business days after mailing. Each Party may change its mailing address by giving the other Party, written notice of election to change the address.

To Professional:
Three Rivers Legal Services, Inc.
1000 NE 16th Avenue, Building I
Gainesville, FL 32601

To County:
Alachua County Community Support Services
Attn: Director, Division of Social Services
218 SE 24th Street
Gainesville, FL 32641

cc: With a copy electronically sent to:

Alachua County Procurement, Attn: Contracts
acpur@alachuacounty.us

Clerk of Court, Attn Finance & Accounting
dmw@alachuaclerk.org

15. **Standard Clauses.**

A. **Public Records.** In accordance with §119.0701, Florida Statutes, Professional, *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 Professional 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 Professional or keep and maintain public records required by the County to perform the Services. If Professional transfers all public records to the County upon completion of the Agreement, Professional shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Professional keeps and maintains public records upon completion of the Agreement, Professional 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 PROFESSIONAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROFESSIONAL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S PUBLIC RECORDS CUSTODIAN AT

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

If Professional fails to comply with this section, Professional will be deemed in default under this Agreement. The County may enforce as set forth in §119.0701, Florida Statutes. Professional 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.

Professional will take reasonable measures to protect, secure and maintain any data held by Professional in an electronic form that is or contains exempt, confidential, personal information or protected information, as defined by Florida or federal law, related to or in connection with performance of the Services. If Professional suspects or becomes aware of a security breach or unauthorized access to such data by a third party, Professional shall immediately notify the County in writing and will work, at Professional's expense, to prevent or stop the data breach.

B. Confidential Information. During the term of this Agreement, Professional may claim that some of Professional's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Professional in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Florida's public record laws. Professional shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to maintain the confidentiality of the Confidential Information that is clearly identified by Professional. County will promptly notify Professional in writing if the County receives a request for disclosure of Professional's Confidential Information. Professional may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Professional shall protect, defend, indemnify, and hold harmless Alachua County and its commissioners, officers and employees from and against any claims, actions and judgments arising out of a request for disclosure of Confidential Information or relating to violation or infringement of trademark, copyright patent, trade secret or intellectual property right; however, the foregoing obligation shall not apply to County's misuse or modification of Professional's Confidential Information in a manner not contemplated by this Agreement. Professional shall investigate, handle, respond to, and defend, at Professional's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Professional shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorneys' fees, costs and expenses. If Professional is not reasonably able to modify or otherwise secure for the County the right to continue using the good or product, Professional shall remove the product and refund the County the amounts paid in excess of a reasonable rental for past use. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. Professional releases the County from claims or damages related to disclosure by the County.

C. Auditing Rights and Information. County reserves the right to require the Professional to submit to an audit, by any auditor of the County's choosing. Professional shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. Professional shall retain all records pertaining to this Agreement and upon request make them available to County for three (3) complete calendar years following expiration or termination of the Agreement. Professional 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. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Professional to the County, Professional shall pay to County the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of 12% annum). Any adjustments or payments which must be made as a result of any such audit or inspection of the Professional's invoices or records must be made. If the Overcharged Amount is equal to or greater than \$50,000.00, Professional shall pay to County the Overcharged Amount and the Audit

Amount which is defined as the total aggregate of County's reasonable audit costs incurred as a result of its audit of Professional. County may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing to Professional whether under this Agreement and any other agreement between Professional and County. If such amounts owed to Professional are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then Professional hereby shall pay such remaining amounts to County. Payment is due within a reasonable amount of time, but in no event may the time exceed sixty (60) calendar days, from presentation of the County's audit findings to Professional. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable cost of the work or Services. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Professional in performance of the Services under this Agreement. The access, inspection, copying and auditing rights shall survive the termination of this Agreement.

D. Laws & Regulations. Professional will comply with all federal, state, and local laws, ordinances, regulations, rules, guidance, and ethical requirements applicable to the Services required by this Agreement. Professional is presumed to be familiar with all laws, ordinances, regulations, and rules that may in any way affect the work outlined in this Agreement. If Professional is not familiar with laws, ordinances, rules and regulations, Professional remains liable for any violation and all subsequent damages, penalties, or fines.

E. Governing Law and Venue. The laws of the State of Florida shall govern this Agreement and the duties and obligations stated within this Agreement. Sole and exclusive venue for all actions arising under this Agreement shall be in a court of competent jurisdiction in and for Alachua County, Florida.

F. Amendment and Assignment. The Parties may only modify or amend this Agreement by a mutual written agreement of the Parties. Neither Party will assign or transfer any interest in this Agreement without prior written consent of the other Party. The County and Professional each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement..

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

H. Independent Contractor. In the performance of this Agreement, Professional is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, volunteer, or associate of the County. Professional is solely responsible for the means, method, technique, sequence, and procedure utilized by Professional in the full performance of the Services.

I. E-Verify. Pursuant to F.S. sec. 448.095, Professional 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 Professional during the term of the Agreement. Professional 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 Professional (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.

J. Conflict of Interest. Professional warrants that neither Professional nor any of Professional's employees have any financial or personal interest that conflicts with the execution of this Agreement. The Professional shall notify County of any conflict of interest due to any other clients, contracts, or property interests.

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

provision, the County has the right to termination this Agreement without liability, and at the County's discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

L. 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, pandemics, wars, riots, transportation problems 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.

M. Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

N. Collusion. By signing this Agreement, Professional declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, professionals or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

O. Counterparts. This Agreement may be executed in any number of and by the Parties 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 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.

P. 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. This Agreement shall not be construed more strictly against one Party than against the other Party, merely due to fact that it may have been prepared by one of the Parties. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professionals, including legal counsel, in the review and execution of this Agreement.

Q. 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 manual 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.

R. Entire Agreement. This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations of the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the respective dates under each signature: by Alachua County, Florida by its representative who is authorized to sign, and by Professional, through its duly authorized representative.

THREE RIVERS LEGAL SERVICES, INC.

By: Walter A. Wisz
Print: Walter A. Wisz
Title: Executive Director
Date: 8/7/23

IF THE PROFESSIONAL IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION OR ENTITY. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

ALACHUA COUNTY, FLORIDA

ATTEST

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

(SEAL)

By: Anna Prizzia
Anna Prizzia, Chair
Board of County Commissioners
Date: Sep 13, 2023

Approved as to form:

DocuSigned by:
Diana Johnson
9E797AC46776481

Alachua County Attorney's Office

Exhibit 1: Scope of Services

**ERAP Housing Stabilization – Legal Services Project
Scope of Services**

Operations	
Funding Source	Department of Treasury – Emergency Rental Assistance Program (ERAP)
Funding Amount	NTE \$554,579.57 (cumulative total for term of Agreement)
Project Services Oversight Responsibility	Alachua County Community Support Services - Division of Social Services
Provider	Three Rivers Legal Services (TRLS)
Provider Staffing Plan	2 FTE – Staff Attorney
Partnerships	Provider will be working with the Alachua County Community Support Services Division of Social Services (DSS), Carr, Riggs, & Ingram (CRI), and a variety of community agencies across the County.
Timeline	August 2023: Provider will initiate Individual Case Assistance Services September 2025: End of Program Services December 2025: Closeout/Reporting for Project
Responsibilities	Engage with community, organizations, legal networks, etc. to identify potential renters that will benefit from services Implement, deliver services, and monitor performance Collaborate and confirm eligibility with CRI, Our Florida, or other ERAP providers Participate in monthly programmatic update meetings Submit monthly reports on a timely basis
Reporting Requirements	Provider will submit a monthly report which will include items, such as: # of Referrals Received # of New Individual Cases # of Continuing Individual Cases # of Cases Resolved # of Evictions Diverted # of Unduplicated Households and Individuals Served Specific data sets are established by the ERAP reporting system. A reporting summary form and spreadsheet will be provided for monthly submission. Note: Report data may be subject to change, based on funder requirements. Monthly billing invoice must reflect breakout of staffing and program administration and case related expenses.

Project Details	
Description	This project seeks to provide legal assistance with the goal of improving the housing stability of Alachua County renters. The individual casework will address a variety of barriers that affect an individual's ability to remain stably housed.
Target Population	Extremely Low (30% AMI) to Very-Low (50% AMI) Income Renters for individual legal casework assistance
Geography Served	Alachua County Residents
Capacity per year	2023: 90 Individual Legal Case Assistance 2024: 220 Individual Legal Case Assistance 2025: 165 Individual Legal Case Assistance
Accessibility	Individual case assistance will have an additional referral/verification step.
Location of Services	Individual legal casework will occur whenever possible in-person or virtually (within Alachua County)
Length of Services	All services must be completed by the end of the grant period – September 30, 2025
Eligibility Criteria	<p>Income: At or below 50% Area Medium Income (AMI) for individual legal Assistance (self-attested)</p> <p>Housing Status: Renter</p> <p>Residency: Currently an Alachua County resident</p> <p>Note: Provider must obtain written verification that participant was/is an ERAP financial assistance recipient. Provider will prioritize DSS ERAP Case Manager's and CRI referrals for this specific service.</p>
Disqualifiers	<p>Not an Alachua County resident</p> <p>Housing legal issue outside of Alachua County</p> <p>Exceeding income limitations</p> <p>Individuals that are already being billed from another payor source for same service</p>
Establish Housing Stabilization Goal	<p>Provider will identify one or more goals of housing stabilization that are impacted by barrier(s) being addressed through legal services:</p> <p>Goal 1: Increase income (benefits), which increases ability to maintain or obtain affordable housing</p> <p>Goal 2: Reduce liability, which increases ability to maintain or obtain affordable housing</p> <p>Goal 3: Reduce housing barriers (background, past evictions, etc.)</p>

<p>Service: Individual Legal Case Assistance</p>	<p>Provide legal Individual legal case assistance to include consultation, representation, etc.</p> <ul style="list-style-type: none"> • Housing issues (i.e. eviction defense, security deposit recovery, etc.) • Consumer reports/rental screening issues • Child support modification/enforcement • Dissolution of marriage • Public benefits applications and appeals • Reemployment assistance applications and appeals • Consumer debts and credit issues that affect ability to obtain housing • Driver's license revocation and citations • Veterans discharge status upgrades • Garnishment of wages or bank accounts • Any other areas that affect housing stability
<p>Eligible Activities</p>	<p>Advocacy Advice Consultation Negotiation not involving court proceedings Legal Case Management Mediation Representation (Court or Administrative Proceeding)</p>

Exhibit 2 : Proposal



PROPOSAL

ALACHUA COUNTY HOUSING PRESERVATION PROJECT
1000 NE 16TH AVENUE, BUILDING I, GAINESVILLE, FLORIDA 32601

PROPOSAL

BRIEF PROJECT DESCRIPTION:

Three Rivers Legal Services, Inc. (TRLS) is seeking funding to prevent income-eligible renters who reside in Alachua County, Florida from being evicted or dispossessed from their primary place of residence. TRLS will develop and host informational/educational presentations for renters, which will explain in detail their rights and responsibilities as renters and those of their landlords. TRLS will also provide direct civil legal services, including but not limited to, consultation and advice, brief service, negotiation and/or full representation before courts and/or administrative agencies. The "Alachua County Housing Preservation Project" (hereinafter referred to as the "Project") is an eviction defense project that will stabilize rental housing for individuals and families, thereby preventing renters from becoming homeless.

ORGANIZATIONAL BACKGROUND:

Three Rivers Legal Services, Inc. is a private, not-for-profit corporation serving North Florida since 1978. TRLS provides free civil legal assistance to low-income families in seventeen counties with three offices and a staff of 47, including 25 attorneys who provide direct services to clients. The organization provides legal information and education to low income persons and groups, in addition to providing direct legal services to individual clients. The main office of TRLS, which is located in Gainesville, has been providing direct legal services to the residents of Alachua County for more than 40 years. The staff of TRLS has extensive experience defending evictions on behalf of renters,

bringing affirmative civil cases for breaches of renters' rights, and conducting community legal education presentations regarding rental housing law.

SCOPE OF WORK:

TRLS will provide legal services to income-eligible residents of Alachua County, Florida regarding the following specific needs: (1) renters who are facing eviction or adverse action regarding their rental housing terms or conditions will receive advice regarding the civil legal process, including but not limited to eviction procedures, will receive assistance with negotiating with landlords, and/or will receive assistance with defending evictions whenever valid defenses are present; (2) renters residing in substandard housing will be advised of their options and will receive legal assistance to force landlords to improve housing conditions, if applicable; and (3) renters who have not yet been served with notices for eviction will receive education and legal advice so they have a clear legal understanding of the value and benefit of maintaining their rental residence. All renters who apply for services pursuant to the Project will receive a legal consultation, which includes advice and/or limited legal services (such as assistance with drafting documents). Those who require further assistance to resolve their legal issues will then receive additional and more extended services such as representation in court or before administrative agencies. TRLS employs all possible legal strategies in order to keep families threatened with eviction in place and to maximize outcomes in favor of renters who have no viable alternative than to relocate to avoid eviction.

In addition to providing direct legal services, TRLS will provide bi-monthly community legal education presentations to targeted communities within Alachua County.

During the presentations, TRLS housing attorneys will educate renters regarding the following topics:

- Legal rights and responsibilities of renters;
- Legal obligations of landlords;
- The process for withholding rent when landlords refuse to make necessary repairs;
- Basic landlord/tenant law regarding lease terms, notice requirements and eviction procedures;
- The economic and legal benefits of maintaining rental housing; and
- Unlawful acts and practices by landlords, including housing discrimination.

Clients requesting services will be pre-screened by Intake Specialists for financial eligibility and to determine the nature of their legal issue. When an applicant has an immediate legal need, their application will be forwarded to the Intake Attorney for immediate review. The Intake Attorney will provide the initial advice and consultation. If more extensive services are needed, the case will be assigned to the Project Attorney for extended service.

The mission will be to keep families and individuals in place, to prevent homelessness and the threat of homelessness whenever possible, and to maximize outcomes for renters who may have no other option than to relocate from their current rental residence. All clients will receive some form of legal service. Clients with legal defenses will receive more extended services such as negotiations with opposing parties and housing agencies, or representation in court or administrative proceedings. The

ultimate long term goal is to provide all income-eligible families with the knowledge and resources to achieve housing stability and security.

APPROACH TO SERVING CLIENTS PURSUANT TO THE PROJECT:

In 2019, TRLS did an extensive study to determine the most important civil legal needs of low income residents in the service area. Hundreds of low income residents were asked to answer a carefully designed survey about civil legal needs. Surveys were also sent by email to lawyers, judges and social services agencies. Survey data was then compiled and the TRLS Board of Directors adjusted the TRLS priorities according to the needs assessment results. It came as no surprise that legal assistance regarding rental housing and eviction rated as the second most important legal priority in the community.

In 2020, the COVID-19 pandemic brought national attention to the plight of low income renters and home owners who were faced with losing their housing due to loss of employment and other income. Throughout 2021 and 2022, private market forces and inflation have exacerbated the legal needs of renters faced with fewer available affordable housing opportunities and more economic pressures on landlords to maximize rental income. TRLS has been well aware of the need for legal assistance in housing related matters, which is why this area of law has been a priority for TRLS for over 40 years. The need is clear, and the Project is in complete alignment with the mission of TRLS.

TRLS is well known to the low income residents of Alachua County. Likewise, the various social service agencies that provide services in the county have strong established relationships with TRLS. In 2022, TRLS closed a more than 3,700 cases for all 17 counties served by the program. More than a third of those cases (37.3%) were

Alachua County residents and of those Alachua County cases, more than half (51.8%) were housing cases. Each year, TRLS develops and implements an outreach plan that includes activities to attract new clients that are financially and otherwise eligible for legal services. Activities include promoting TRLS on various social media platforms including Facebook and YouTube. TRLS attends community events throughout Alachua County to promote the availability of services related to housing law.

Two TRLS attorneys and a paralegal will be specifically assigned to work on the Project. One attorney shall work on the Project exclusively while the second attorney will spend fifty (50%) percent of their time on the Project. The paralegal assigned to the Project will also spend fifty (50%) of their time working on Project activities. All clients will receive a consultation and legal advice at a minimum and clients that have valid defenses will receive extended services, including negotiation and/or representation in court and/or administrative proceedings. As TRLS has already been providing legal services in rental housing matters for many years, TRLS is ready to begin serving clients immediately upon commencement of the Project.

COLLABORATION:

TRLS is an active member of the North Florida Alliance for the Homeless and Hungry (NFAHH) and its staff regularly and actively participate in the local Continuum of Care meetings. TRLS renews its membership in this Alliance each year and pays all required dues. In addition to the NFAHH, TRLS collaborates with the following local agencies and community groups: Peaceful Paths, Elder Options, Family Promise, Helping Hands Clinic, Cultural Arts Coalition, University of Florida's Levin College of Law,

Gainesville Housing Authority, Alachua County Housing Authority, City of Gainesville Office of Equity and Inclusion, Office of the Public Defender for the Eighth Judicial Circuit, Child Abuse Prevention Program, United Way of North Central Florida, Department of Health for Alachua County, Florida Department of Children and Families Resource Centers, Eldercare of Alachua County, St. Francis House, Children's Home Society, Grace Marketplace, Alachua County Coalition Against Human Trafficking, Volunteers of America, Meridian Behavioral Health Counseling Services, and many other organizations with shared clientele and cooperative services. TRLS accepts and encourages referrals from all of these agencies, in housing matters, and for other types of cases.

QUALIFICATIONS:

While many of the clients will likely reside in residences owned by private individuals or corporations, it is anticipated that a good percentage of the clients will reside in government subsidized housing or may be receiving Housing Choice Voucher subsidies. TRLS has extensive experience defending subsidized housing evictions, which requires knowledge of numerous federal regulations and procedures.

TRLS has experienced housing law attorneys on staff, including the Managing Attorney of the Gainesville office and the Director of Litigation. The Managing Attorney of the Gainesville office, who carries a case load comprised of housing law cases, has been admitted to the Florida Bar since 2009, and has spent her entire career serving low income individuals and families. She has represented hundreds of clients with housing issues, litigated many of those disputes, and has provided training to her peers and to community agencies regarding fair housing issues. The Director of Litigation, who also

works out of the Gainesville office, has been licensed by the Florida Bar since 2013. He is the co-chair of a statewide umbrella group of legal services providers who focus on renters' legal issues, and regularly coordinates with advocates statewide and nationwide on emerging legal issues to improve the housing rights and protections for renters. He has also handled hundreds of cases involving housing law and has years of experience representing low-income clients in private and subsidized eviction proceedings. He also provides training regarding housing law to legal aid and private attorneys at local and statewide training events. All TRLS attorneys are expected to participate in community legal education events for the low-income population.

Three Rivers Legal Services - Alachua County ERAP Housing Stabilization Grant Budget Proposal 2023 to 2025

Grant Expenses	2023 (5 months)	2024	2025 (9 months)	Total
TRLS Staff Attorney				
Salary (100% FTE)	\$ 35,416.67	\$ 85,000.00	\$ 63,750.00	\$ 184,166.67
Employer's Portion of FICA (7.65% of salary)	\$ 2,709.38	\$ 6,502.50	\$ 4,876.88	\$ 14,088.75
Unemployment Tax (0.4% of first \$7,000 of salary)	\$ 28.00	\$ 28.00	\$ 28.00	\$ 84.00
Workers' Compensation Ins. (0.19% of salary)	\$ 74.38	\$ 178.50	\$ 133.88	\$ 386.75
Health Insurance Benefit (\$550 per month)	\$ 6,250.00	\$ 15,000.00	\$ 11,250.00	\$ 32,500.00
Retirement Benefit (5% of salary)	\$ 1,770.83	\$ 4,250.00	\$ 3,187.50	\$ 9,208.33
Life Insurance Benefit (\$7.30 per month)	\$ 36.50	\$ 87.60	\$ 65.70	\$ 189.80
Short-term Disability Benefit (0.27% of salary)	\$ 95.63	\$ 229.50	\$ 172.13	\$ 497.25
	\$ 46,381.38	\$ 111,276.10	\$ 83,464.08	\$ 241,121.55
TRLS Staff Attorney				
Salary (100% FTE)	\$ 35,416.67	\$ 85,000.00	\$ 63,750.00	\$ 184,166.67
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	\$ 46,381.38	\$ 111,276.10	\$ 83,464.08	\$ 241,121.55
Total Grant Personnel Expenses	\$ 92,762.75	\$ 222,552.20	\$ 166,928.15	\$ 482,243.10
Administration & Overhead Expense (15% of grant costs)	\$ 13,914.41	\$ 33,382.83	\$ 25,039.22	\$ 72,336.47
Total Grant Expenses	\$ 106,677.16	\$ 255,935.03	\$ 191,967.37	\$ 554,579.57

Exhibit 3: Payment Schedule

Contract will be billed at an hourly rate of \$100 per hour, which was determined upon using the calculation indicated below:

<u>Hourly Rate calculation</u>	
# of hours worked per year by a Staff Attorney (on average)	1950
Total cost of Staff Attorney including benefits	\$111,276.10
Total hourly rate for Staff Attorney	57.06
# of hours worked per year by Admin towards grant	778
Approximate Cost per year for Admin/overhead towards grant	\$33,382.83
Total hourly rate for Staff Attorney	42.94
Total hourly rate	\$100.00

Invoices should be submitted to the County, no later than 15 days after the close of the calendar month, along with supporting documentation and reports.

Exhibit 4: 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 4-A: Certificate of Insurance

Exhibit 5: Certification of Meeting Alachua County Wage Ordinance

Contract #: 13899

The undersigned, who is authorized on behalf of the Professional, certifies that all covered employees, contractors and subcontracted, completing Services as part of this Agreement are paid, and will continue to be paid, in accordance with the Alachua County Government Minimum Wage requirements (“Wage Ordinance”) contained in the Alachua County Code, as may be amended.

Three Rivers Legal Services, Inc.
1000 NE 16th Avenue, Building I
Gainesville, Florida 32601

PROFESSIONAL

By: Walter A. Wisz

Print: Walter A. Wisz

Title: Executive Director

Date: 8/7/23











Item #1, 23-00130, 09122023

Final Audit Report

2023-09-14

Created:	2023-09-13
By:	Steve Donahey (asd@alachuaclerk.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0j2cwZmV04IM8qS_HAI0hwt39TWIKhvj

"Item #1, 23-00130, 09122023" History

-  Document created by Steve Donahey (asd@alachuaclerk.org)
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-  Document emailed to bocchairsignature@alachuacounty.us for signature
2023-09-13 - 3:29:46 PM GMT
-  Email viewed by bocchairsignature@alachuacounty.us
2023-09-13 - 11:45:14 PM GMT- IP address: 24.170.203.106
-  Signer bocchairsignature@alachuacounty.us entered name at signing as Anna Prizzia
2023-09-13 - 11:45:43 PM GMT- IP address: 24.170.203.106
-  Document e-signed by Anna Prizzia (bocchairsignature@alachuacounty.us)
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-  Document emailed to jki@alachuaclerk.org for signature
2023-09-13 - 11:45:47 PM GMT
-  Email viewed by jki@alachuaclerk.org
2023-09-14 - 12:41:01 PM GMT- IP address: 216.194.145.253
-  Signer jki@alachuaclerk.org entered name at signing as J.K. "Jess" Irby, Esq.
2023-09-14 - 12:41:21 PM GMT- IP address: 216.194.145.253
-  Document e-signed by J.K. "Jess" Irby, Esq. (jki@alachuaclerk.org)
Signature Date: 2023-09-14 - 12:41:23 PM GMT - Time Source: server- IP address: 216.194.145.253
-  Agreement completed.
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