

**FUNDING AGREEMENT BETWEEN ALACHUA COUNTY AND
TASKFORCE FORE ENDING HOMELESSNESS, INC., NO. 14489**

THIS FUNDING 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 TaskForce Fore Ending Homelessness, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida ("Agency"), collectively the "Parties".

WITNESSETH:

WHEREAS, in effort of the Agency's mission to end homelessness, the Agency works to provide proactive outreach services and permanent housing services; and

WHEREAS, on October 8, 2024, the Alachua County Board of County Commissioners ("Board") moved to provide funding to the Agency in the amount of \$350,000.00 to assist them in procuring a Street Outreach Program for Alachua County (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 agree as follows:

1. Term:

A. This Agreement shall commence upon the date of execution by both Parties ("effective date"), and continue through November 30, 2025, unless earlier terminated as provided herein

B. The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the 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.

2. Scope of Services: In accordance with the terms and conditions of this Agreement, the Agency will utilize the funds referenced in Section 3 below to procure and administer a Street Outreach Program ("Program") for and in Alachua County, Florida. The Parties agree that the Agency, will procure and administer the services for the Program more particularly described in the Scope of Services, attached hereto as **Exhibit 1** to this Agreement and incorporated herein ("Services").

3. Billing and Compensation:

A. The County agrees to pay the Agency for the purposes of supporting the Program, as detailed in Exhibit 1, an amount not to exceed \$350,000.00 annually, in equal monthly installments of \$29,166.66 for the term of the Agreement in accordance with the details as specified below (the "Funding").

B. As a condition precedent for any payment of the Funding to the Agency by the County, the Agency shall submit monthly, an invoice to the County requesting payment. The

Agency invoice shall be accompanied by data reports detailed in Exhibit 1 attached hereto. The County reserves the right to change the invoice delivery method without prior written notice to the Agency.

C. Submission of the Agency's invoice for payment constitutes Agency's representation to the County that all obligations of the Agency to others, including its consultants and contractors, incurred in connection with the Program, will be paid in full, that the expenses have not been reimbursed by another agency, and that the Program provided served a public purpose. The Agency shall submit invoices to the County at the following address:

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

In the event that the County becomes credibly informed that any representations relating to payment 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 to the County'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.

D. Notices to the Agency will be provided to the Agency at the following address:
TaskForce Fore Ending Homelessness, Inc.
3521 W. BROWARD BLVD STE 205
Lauderhill, FL 33311
Email:jacob.torner@taskforceoutreach.org

4. Audit, Records, and Reporting:

A. The Agency agrees to:

1) Maintain financial books, records and reports relating to utilization of the funds for a period of at least 3 years from the date of payment to the Agency from the County and to make them available to the County upon request.

2) Maintain books, records, document, invoices, reports, 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 Program.

3) Permit all such records described in 1) and 2) above to be subject to inspection, review, and audit by the County or by an auditor of the County's choosing. Such review shall be during the regular working hours, following reasonable written notice. 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. The Agency must submit reports to the County as required by the County at the address listed in paragraph 3(c) above.

C. To the extent law, statute or ordinance does not limit a grant of access solely by the authority of the Agency, the Agency, by accepting public funds, agrees to permit persons duly authorized by the County to inspect all records, papers, documents, facilities, goods, and services

of the Agency and interview any employees and clients of the Agency to be assured of satisfactory performance of the terms and conditions of this Agreement. When applicable, the County will identify any deficiencies to the Agency in writing. The Agency failure to correct the deficiencies may result in the County withholding payments or the Agency being deemed in default of this Agreement.

5. 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 Director of Community Support Services 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. Notices under this paragraph may be delivered electronically.

B. The County may terminate this Agreement without cause by providing written notice to the Agency (hereinafter, "Termination for Convenience"). The County Manager is authorized to provide the Termination for Convenience on behalf of the County. In the event of such Termination for Convenience, the County agrees to reimburse the Agency for the goods and services of the Program provided 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 Program not yet completed or performed. Notices under this paragraph may be delivered electronically.

C. This Agreement will be automatically terminated should (i) the Agency no longer qualify as not for profit corporation incorporated in good standing, or (ii) Agency no longer tax-exempt status by way of Internal Revenue Code s. 501(a)/501(c)(3), or (ii) ineligibility under the provisions of Section 255.60, Florida Statutes.

6. Modifications: This Agreement may be modified and amended by mutual Agreement of the Agency and the County. Any modification of the terms of this Agreement shall only become effective upon a written amendment to this Agreement, duly executed by both Parties.

7. Assignment: Neither Party will assign or transfer any obligation or interest in this Agreement without prior written consent of the other Party.

8. 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 Program. Neither the Agency nor any of its employees, officers, agents or any other individual directed to act on behalf of the Agency shall represent, act, or purport to act or be deemed to be the agent, representative, or employee of the County. 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. Policies and decisions of the Agency, which may be represented by the Agency in performance of this Agreement or the Program, shall

not be construed to be the policies or decision of the County.

9. Indemnification: The Agency shall indemnify and hold harmless the County and its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency 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.

10. Laws & Regulations: The Agency will comply with all federal, state, and local laws, ordinances, regulations and rules.

11. 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.

12. 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.

13. Entire Agreement: This Agreement contains all the terms and conditions agreed upon by the Parties.

14. 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.

15. 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.

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

17. 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.

18. 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.

19. 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 Contractor transfers all public records to the County upon completion of the Agreement, Contractor 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.

20. Communications: The Agency shall maintain a working e-mail address and shall respond to e-mail communications from County within 24 (twenty-four) hours from the time the e-mail was received electronically. Exhibit 4, attached hereto, provides a change form. The Agency agrees to notify the County 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 to any mailing lists utilized for the purpose of announcements, status reports, and the like.

21. No Religious or Sectarian Requirement: In accordance with Article 1, Section 3, Florida Constitution, and other applicable law, the funding provided under this Agreement may not be used in aid of any church, sect, or religious denomination or in aid of any sectarian institution. The Program shall not 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.

22. Workplace Violence: Employees of Agency are prohibited from committing any act of workplace violence. Violation may be grounds for termination of this Agreement. Workplace violence means the commission of any of the following acts by an Agency's employee.

Battery: intentional offensive touching or application of force or violence to another.

Stalking: willfully, maliciously and repeatedly following or harassing another person.

23. 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.

24. 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, Required Monthly Reporting and Deliverables

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

26. Verification of Personnel: The Agency will comply with all Florida laws 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 Program. 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.

27. E-Verify: Pursuant to Florida law, the County as a public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. Pursuant to F.S. 448.095, as applicable, Agency will register and use the U.S. Department of Homeland Security E-verify system to verify work authorization status of new employees of the Agency during the term of this Agreement and otherwise comply with Florida law. Agency shall require any subcontractors, as applicable, to verify the work authorization status of all new employees of the subcontractor during this Agreement. The E-verify system is located at <http://www.uscis.gov/E-verify>.

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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: Charles S. Chestnut IV

Charles S. Chestnut, IV, Chair

Board of County Commissioners

Date: Dec 12, 2024

ATTEST

Jess Irby
Jess Irby (Dec 12, 2024 09:11 EST)

J.K. "Jess" Irby, Esq., Clerk
(SEAL)

APPROVED AS TO FORM

DocuSigned by:
Robert C Swain
274E045D4F99416...

Alachua County Attorney's Office

AGENCY

Agency's Name:

By: Jacob Torner
Signed by: D9C24F41D4ED4B7...

Print: Jacob Torner

Title: Vice President of Programs

Date: 11/22/2024

IF THE AGENCY IS INCORPORATED OR ARE 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, Required Monthly Reporting and Deliverables

- A. The Agency will procure and oversee housing-focused street outreach services to residents within the geographic boundaries of Alachua County by contracting with Provider(s). The procurement and compliance procedure will be prescribed by the TaskForce Fore Ending Homelessness (TaskForce) Board of Directors. As the lead agency for the Continuum of Care, TaskForce Fore Ending Homelessness will use resources and funding available through federal, state, and local sources to provide homeless outreach services throughout Alachua County and the CoC catchment area. The Agency will promote the availability of homeless outreach services to the residents of Alachua County.
1. Provider(s) will establish services 6 days per week, including morning, evening and weekend (weather permitting) for initial engagement, and regular business hours for housing engagement.
 2. Provider(s) will employ four (4) or more FTEs dedicated to street outreach.
 - a. Provider(s) staff must possess the following qualification:
 - 1) Have no less than one year of experience, either as an employee or volunteer, in human services or a related field.
 - 2) Staff must be trained in Mental Health First Aid, Motivational Interviewing, and de-escalation techniques within one month of hire.
 - 3) Staff must be trained on linking street outreach participants with CoC and other mainstream resources that disrupt homelessness episodes within one month of hire.
 3. Provider(s) will respond on-site within one business day in the urban cluster of Alachua County and two business days in unincorporated Alachua County to requests for assistance or wellness checks and service calls related to homelessness.
 - a. Provider(s) will publish contact information for requesting service calls
 - b. Provider(s) will establish a referral system with law enforcement, fire rescue, the street medicine team, and sterile needle exchange organizations for non-criminal issues pertaining to homelessness.
 4. Provider(s) will use the following engagement strategy:
 - a. Utilize a trauma-informed, client-centered approach in all interactions.
 - b. Ensure outreach activities include the distribution of basic necessities (food, hygiene products) and information about available services and resources.
 - c. Offer immediate crisis intervention, such as connection to emergency shelter or medical services when required.
 - d. Offer diversion services and assistance.
 - e. Connect unhoused people to existing resources, with an emphasis on facilitating access to housing through the CoC Coordinated Entry system, including outlying communities and rural areas of Alachua County.
 5. Provider(s) 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.

6. Provider(s) 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.
7. Provider(s) will record all client interactions, assessments, and referral outcomes in a dedicated project within the Homeless Management Information System (HMIS) to track the progress and needs of those served. Provider(s) will ensure data privacy and security measures align with HUD standards.

B. The Agency will report monthly data specific to homeless outreach services for Alachua County:

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 or equivalent)
3. Number of individual and family households diverted
4. Services provided (from CoC HMIS Service Report or equivalent)
5. The number of referrals received from external parties for street outreach services
6. Demographic information of individuals served under this street outreach program, with attention to racial, gender or other disparities

C. The Agency will report quarterly housing status of individuals housed as a result of this Street Outreach Program at 90/180/365 days specific to Alachua County.

D. The Agency will conduct regular site visits (e.g., quarterly or biannually) with contracted Provider(s) to observe service delivery and client engagement, ensuring that Provider(s) follow best practices in street outreach, including engagement strategies, safety protocols, and responsiveness to client needs.

E. The Agency will, no less than once annually, formally monitor adherence to all contractual and program guidelines, including but not limited to compliance with all applicable law associated with funding awards.

F. The Agency will oversee the following deliverables during the initial 12-month term of the agreement:

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. Minimum 60 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).

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.
4. Assist a minimum of 50 individuals to become document ready for housing move-in.











Item #4j, 24-01090, 12102024 - 14489

Final Audit Report

2024-12-12

Created:	2024-12-11
By:	Steve Donahey (asd@alachuaclerk.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUfL8WLZJOU PWELDoa900F1mMZbn3bTil

"Item #4j, 24-01090, 12102024 - 14489" History

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-  Document emailed to bocchairsignature@alachuacounty.us for signature
2024-12-11 - 3:00:10 PM GMT
-  Email viewed by bocchairsignature@alachuacounty.us
2024-12-11 - 5:56:51 PM GMT- IP address: 163.120.80.69
-  Signer bocchairsignature@alachuacounty.us entered name at signing as Charles S. Chestnut IV
2024-12-12 - 2:07:38 PM GMT- IP address: 163.120.80.69
-  Document e-signed by Charles S. Chestnut IV (bocchairsignature@alachuacounty.us)
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-  Signer jki@alachuaclerk.org entered name at signing as Jess Irby
2024-12-12 - 2:11:15 PM GMT- IP address: 162.120.145.225
-  Document e-signed by Jess Irby (jki@alachuaclerk.org)
Signature Date: 2024-12-12 - 2:11:17 PM GMT - Time Source: server- IP address: 162.120.145.225
-  Agreement completed.
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