

**HOMELESS SERVICES NETWORK OF CENTRAL FLORIDA, INC.  
COMMUNITY SERVICES FUNDING AGREEMENT  
FISCAL YEAR 2021-2022**

**THIS AGREEMENT** is made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1<sup>st</sup> Street, Sanford, Florida 32771, hereinafter referred to as “**COUNTY**”, and **HOMELESS SERVICES NETWORK OF CENTRAL FLORIDA, INC.**, a Florida Not for Profit corporation, whose address 142 E. Jackson Street, Orlando, Florida 32801, hereinafter referred to as “**PROVIDER**”.

**WITNESSETH:**

**WHEREAS**, **PROVIDER** provides advocacy for the needs of homeless persons and families in Seminole County, Florida; and

**WHEREAS**, **COUNTY** has deemed that these programs and services serve a **COUNTY** purpose and has authorized funding for such a purpose; and

**WHEREAS**, **COUNTY** has appropriated funds to assist in furtherance of the aforementioned **COUNTY** purpose,

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, and representations contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**Section 1. Recitals.** The above recitals are true and correct and form a material part of the agreement upon which the parties have relied.

**Section 2. Term.** The term of this Agreement is from October 1, 2021 through September 30, 2022, the date of signature by the parties notwithstanding, unless earlier terminated as provided in this Agreement.

**Section 3. Termination.** This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days prior written notice delivered to the other party as provided for in this Agreement or, at the option of COUNTY, immediately in the event that PROVIDER fails to fulfill any of the terms, understandings, or covenants of this Agreement. COUNTY will not be obligated to pay for any services provided or costs incurred by PROVIDER after PROVIDER has received notice of termination. Upon termination, PROVIDER must immediately refund to COUNTY, or otherwise utilize as COUNTY directs, any unused funds provided under this Agreement. Any requirements set forth in Sections 7, 8 and 11 of this Agreement will survive the term of this Agreement as a whole.

**Section 4. Services.** PROVIDER must use funds from this Agreement in conjunction with monies granted by the State of Florida, the Federal Government, or any public or private agency to provide advocacy for the needs of homeless persons and families residing in Seminole County, Florida, as described in Exhibit A, attached to and incorporated in this Agreement by reference.

**Section 5. Revenue from Other Sources.** PROVIDER agrees to furnish COUNTY with information regarding all revenues relating to the programs or services that are the subject of this Agreement received by PROVIDER during the term of this Agreement.

**Section 6. Liability and Indemnification.**

(a) PROVIDER will hold harmless and indemnify COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees and expenses of whatsoever kind, type, or nature which COUNTY may sustain, suffer, or incur, or be required to pay by reason of the loss of any monies paid to PROVIDER or whomsoever resulting out of PROVIDER's fraud, defalcation, dishonesty, or failure of PROVIDER to comply with applicable laws or regulations, or by reason of, or as a result of any willful or negligent act or omission of PROVIDER in the

performance of this Agreement or any part of this Agreement, or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Agreement of that party and the officers, employees, and agents of that party.

(c) The parties further agree that nothing contained in this Agreement will be construed or interpreted as denying to any party any remedy or defense available to the parties under the laws of the State of Florida, nor as a waiver of COUNTY's sovereign immunity and the limitation of damages as provided in Section 768.28, Florida Statutes (2021), as that statute may be amended from time to time.

**Section 7. Billing and Payment.** COUNTY agrees to provide financial assistance to PROVIDER up to a maximum sum of FORTY-FOUR THOUSAND AND NO/100 DOLLARS (\$44,000.00) for all services provided under this Agreement by PROVIDER during the term of this Agreement. Said sum is payable in twelve (12) monthly installments for the term of this Agreement upon:

(a) receipt by COUNTY of a payment request. Such request for payment must only be for services specifically provided for in this Agreement; and

(b) verification by COUNTY's Community Assistance Division Manager that the services for which reimbursement is sought are in accordance with service projections as described in Exhibit A, and that PROVIDER has complied with the reporting requirements contained in this Agreement.

(c) Payment requests must be sent to:

Homeless Solutions Officer  
Seminole County Community Assistance Division  
534 W. Lake Mary Boulevard  
Sanford, FL 32773

**Section 8. Reporting Requirements.**

(a) PROVIDER must submit the following to COUNTY by the 15<sup>th</sup> day of each month:

(1) a report in the format attached to and incorporated in this Agreement as Exhibits B and B1 delineating for the preceding month the following:

- (A) a list of objectives and projected service levels to benefit COUNTY;
- (B) statistics representing that month's achievements and services provided to COUNTY including, if applicable, the number of clients served, the number of programs and activities, and the number of volunteers trained;
- (C) statistics showing the cumulative achievements and services provided to COUNTY to date;
- (D) the percent of projections achieved to date, if applicable; and
- (E) a narrative assessment of progress toward accomplishing goals and objectives for service to COUNTY. This assessment must be in paragraph form and include information as to the general progress of PROVIDER, any problems relating to the services to be provided pursuant to this Agreement that might exist for PROVIDER, and special comments on particular program components.

(b) PROVIDER must submit to COUNTY by the 15<sup>th</sup> day of each month an employee timesheet in the format attached to and incorporated to this Agreement as Exhibit B2, Timesheet, delineating the total amount of hours for which PROVIDER employees were paid with COUNTY funds.

(c) PROVIDER must provide an Annual Report to the Seminole County Board of County Commissioners which must include the following information:

(1) A description of efforts that have been taken by PROVIDER specifically to promote PROVIDER's Seminole County location through its local marketing campaigns;

(2) Identification of all donations that have been made to PROVIDER by individuals, corporations, businesses, or organizations located in Seminole County, including all in-kind contributions located in Seminole County;

(3) Information, in a mutually agreed upon format, on the percentage of donor leads;

(4) Information identifying all efforts that PROVIDER has made to generate donor leads; and

(5) A financial statement reflecting the actual direct costs of operating PROVIDER's Seminole County location. The financial statement must include only the costs of labor, materials, and overhead expended or incurred specifically in the operation of the Seminole County location on a non-allocated basis. Actual overhead costs incurred and reported in the financial statement will be allocated by using the actual quantity of the allocation base experienced during the reporting period.

(6) The Annual Report must be provided to the County Manager with a copy to the Board of Directors of PROVIDER not later than October 15 of any given year, and will apply to the previous one (1) year period commencing October 1 of the previous year and ending on September 30.

(d) PROVIDER will submit such additional information as required by COUNTY to assess program effectiveness.

**Section 9. Unavailability of Funds.** If COUNTY learns that funding from the State of Florida or the Federal Government cannot be obtained or continued on a matching basis, if applicable, this Agreement may be terminated immediately, at the option of COUNTY, by written notice of termination to PROVIDER as provided in this Agreement. COUNTY will not be obligated to pay for any services provided or costs incurred by PROVIDER after PROVIDER has received notice of termination. In the event there are any unused COUNTY funds, PROVIDER must promptly refund those funds to COUNTY or otherwise use those funds as COUNTY directs.

**Section 10. Access to Records.** PROVIDER must allow COUNTY, its duly authorized agent, and the public access to PROVIDER's records as are pertinent to all services provided under this Agreement at reasonable times and under reasonable conditions for inspection and examination in accordance with Chapter 119, Florida Statutes (2021), as that statute may be amended from time to time, and the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191.

**Section 11. Audit.** PROVIDER must submit to COUNTY a financial review by an independent party for the term of this Agreement on or before December 31, 2022, or within ninety (90) days following the termination of this Agreement, whichever occurs earlier.

**Section 12. Notices.** Whenever either party desires to give notice unto the other, it must be given in writing by certified United States mail, with return receipt requested, and sent to:

**For COUNTY:**

Homeless Solutions Officer  
Seminole County Community Assistance Division  
534 W. Lake Mary Boulevard  
Sanford, FL 32773

**For PROVIDER:**

Martha Are, Executive Director  
Homeless Services Network of Central Florida, Inc.  
142 E. Jackson Street  
Orlando, Florida 32801

Either of the parties may change, by written notice as provided above, the person or address for receipt of notice.

**Section 13. Project Publicity.** PROVIDER agrees to recognize the Seminole County Board of County Commissioners for its contribution in promotional material and at any events or workshops for which funds are allocated. Any news release or other type of publicity pertaining to the scope of services performed must recognize COUNTY as a sponsor. In written materials, the reference of the Board of County Commissioners must appear in the same size letters and font type as the name of any other funding sources.

**Section 14. Assignments.** Neither party to this Agreement will assign this Agreement or any interest arising from this Agreement without the written consent of the other.

**Section 15. Entire Agreement.**

(a) It is understood and agreed that the entire agreement of the parties is contained within this document, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter of this Agreement, as well as any previous agreements presently in effect between the parties relating to the subject matter of this Agreement.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by the parties.

**Section 16. Compliance with Laws and Regulations.** In providing all services pursuant to this Agreement, PROVIDER must abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of services, including those now in effect and hereafter

adopted. Any violation of those statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to PROVIDER as provided for in this Agreement.

**Section 17. Disclaimer of Third Party Beneficiaries.** This Agreement is made for the sole benefit of the parties of this Agreement and their respective successors and assigns, and is not intended to and will not benefit any third party. No third party will have any rights under this Agreement as a result of this Agreement or any right to enforce any provisions of this Agreement.

**Section 18. Governing Law.** This Agreement will be governed by the laws of the State of Florida and the ordinances, resolutions, and policies of COUNTY not prohibited thereby. The parties to this Agreement consent to venue in the Circuit Court in and for Seminole County, Florida, as to State actions and the United States District Court for the Middle District of Florida, Orlando Division, as to Federal actions.

**Section 19. Interpretation.** PROVIDER and COUNTY agree that all words, terms, and conditions contained in this Agreement are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Agreement.

**Section 20. Equal Opportunity.** PROVIDER agrees that it will not discriminate against any eligible person receiving services under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure an eligible person receives these services without regard to race, color, religion, sex, age, national origin, or disability.

**Section 21. Severability.** If any one or more of the covenants or provisions of this Agreement is held to be contrary to any express provision of law, or contrary to the policy of express law, though not expressly prohibited, or against public policy, or is, for any reason whatsoever held invalid, then such covenants or provisions will be null and void, will be deemed



separable from the remaining covenants or provisions of this Agreement, and will, in no way, affect the validity of the remaining covenants or provisions of this Agreement.

**Section 22. Counterparts and Headings.** This Agreement may be executed simultaneously and in any number of counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument. The headings in this Agreement set out are for convenience and reference only, and will not be deemed a part of this Agreement.

**Section 23. Independent Contractors.** It is agreed that nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting PROVIDER, including its officers, employees, and agents, the agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. The parties are to be and will remain independent contractors with respect to all matters pertinent to this Agreement.

**Section 24. Exhibits.** Exhibits A, B, B1, and B2 to this Agreement are deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

**Section 25. Public Records Law.**

(a) PROVIDER acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2021), as that statute may be amended from time to time, to release public records to members of the public upon request. PROVIDER acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement. Upon COUNTY's request, PROVIDER will provide COUNTY with all requested public records in PROVIDER's possession, or will allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) PROVIDER specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes (2021), as that statute may be amended from time to time, with regard to public records and must:

(1) keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement;

(2) provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

(4) Upon termination of this Agreement, PROVIDER will transfer, at no cost to COUNTY, all public records in possession of PROVIDER, or keep and maintain public records required by COUNTY under this Agreement. If PROVIDER transfers all public records to COUNTY upon completion of this Agreement, PROVIDER must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If PROVIDER keeps and maintains the public records upon completion of this Agreement, PROVIDER must meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(c) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to PROVIDER. PROVIDER may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

**(d) IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PROVIDER MAY CONTACT THE SEMINOLE COUNTY COMMUNITY SERVICES DEPARTMENT, AT 407-665-2389, CLONGSWORTH@SEMINOLECOUNTYFL.GOV, 534 W. LAKE MARY BOULEVARD, SANFORD, FL 32773.**

**Section 26. Conflict of Interest.**

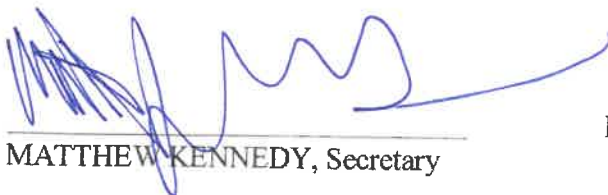
(a) The parties agree they will not engage in any action that would create a conflict of interest in the performance of their obligations pursuant to this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes (2021), as that statute may be amended from time to time, or Section 220.115, Seminole County Code, relating to ethics in government.

(b) The parties hereby certify that no officer, agent, or employee of the respective parties has any material interest (as defined in Section 112.312(15), Florida Statutes (2021), as that statute may be amended from time to time, as over 5%) either directly or indirectly, in the business of the party to be conducted under this Agreement, and that no such person will have any such interest at any time during the term of this Agreement.


(c) The parties hereby agree that Federal or State monies, which may be received as a result of activities performed pursuant to this Agreement, will not be used for the purpose of lobbying any branch of government, agency, or employee of the Federal or State government.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed to this Agreement by the proper officers of those parties for the purpose expressed in this Agreement on the day and year first above written.

ATTEST:

  
MATTHEW KENNEDY, Secretary

HOMELESS SERVICES NETWORK  
OF CENTRAL FLORIDA, INC.

By:   
MARTHA ARE, Executive Director

(CORPORATE SEAL)

Date: 9/17/21

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BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

ATTEST:

\_\_\_\_\_  
GRANT MALOY  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
LEE CONSTANTINE, Chairman

Date: \_\_\_\_\_

For the use and reliance of  
Seminole County only.

As authorized for execution by the Board of  
County Commissioners at its \_\_\_\_\_,  
20\_\_\_\_, regular meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

RM/lpk

9/1/21

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**Attachments:**

- Exhibit A - Scope of Services
- Exhibit B – Request for Payment Form
- Exhibit B1 – Program Performance Report
- Exhibit B2 – Timesheet

## **EXHIBIT A**

### **SCOPE OF SERVICES**

#### **SERVICES TO BE RENDERED BY PROVIDER**

The HOMELESS SERVICES NETWORK OF CENTRAL FLORIDA, INC. (PROVIDER) will analyze data, best practices, and funding trends to ensure that Seminole County and other regional jurisdictions have the most current information available. Good data, best practices and funding trends are critical to the development and implementation of action strategies to help those who are homeless. The PROVIDER will:

- Serve as the primary advocate organization for the needs of the homeless in Central Florida and to forcefully advance plausible solutions to ending homelessness in the region;
- Continue focus on chronic homelessness and ending this form of homelessness in the region;
- Focus on the needs of homeless families and children and look at raising awareness for this category of those in homelessness;
- Create awareness around the issue of youth homelessness that culminates in increased resources and policy changes;
- Increase Collective impact work to encompass youth homelessness around the region;
- Work with jurisdictions to make system wide changes and improvements based on recommendations from governance reports;
- Expand the roll of the Faith Committee in being involved in the endeavor to house those in the coordinated system;
- Contribute to the crafting of revised and specific regional plans for engaging the homeless problem and to create the funding and infrastructure necessary to implement those plans and sustain the results they produce;
- Devise and direct fundraising efforts necessary to fulfill and create systems of fiscal management and accountability that will assure public confidence;
- Create new strategies for resource development to complement existing resources now available to do housing first model

**EXHIBIT B  
REQUEST FOR PAYMENT**

**SUBRECIPIENT:** Homeless Services Network of Central Florida, Inc.

**PROGRAM NAME:** Advocacy for Needs of Homeless in Seminole County

**FOR THE MONTH & YEAR OF:** \_\_\_\_\_ **REQUEST NUMBER:** \_\_\_\_\_

**FINANCIAL STATUS REPORT:**

BUDGET CATEGORIES	TOTAL APPROVED BUDGET	Previous Payments	Amount of this Request	Payments Made to Date	REMAINING BALANCE
Advocacy	\$44,000.00				
<b>TOTAL</b>	<b>\$44,000.00</b>				

Up to \$3,700.00 per month until budget is expended.

I certify that the goods and/or services covered by this request have been provided to Seminole County in accordance with the terms and conditions of the contracts and are documented by the attachment(s).

**Documentation substantiating expenditures must be attached.**

Executive Director SIGNATURE: \_\_\_\_\_

Date: \_\_\_\_\_

<u>Affordable Housing</u> <u>Date Received</u>
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**EXHIBIT B-1**

**PROGRAM PERFORMANCE REPORT**

SUBRECIPIENT: Homeless Services Network of Central Florida, Inc.

PROGRAM: Advocacy for Needs of Homeless in Seminole County

REPORT PERIOD \_\_\_\_\_ THROUGH \_\_\_\_\_

PERCENTAGE OF CONTRACT COMPLETED: \_\_\_\_\_ %

I. ACCOMPLISHMENTS:

\_\_\_\_\_  
\_\_\_\_\_

II. PROBLEMS:

\_\_\_\_\_  
\_\_\_\_\_

III. STATUS REPORT ON GOALS AND OBJECTIVES:

Suggested Units of Service Provided	Annual Program Goal	Report Period	Year to Date	% Of Goal Completed
Hold quarterly meetings for a committee for homelessness stakeholders in Seminole County, Orange County and Osceola County.	4			
Hold quarterly meetings for a committee on collecting and analyzing data on local issues pertaining to homelessness.	4			
Publish an Annual Report on the State of the Region regarding local issues pertaining to homelessness.	1			

IV. OTHER COMMENTS: \_\_\_\_\_  
\_\_\_\_\_



**EXHIBIT B-2  
TIMESHEET**

EMPLOYEE NAME \_\_\_\_\_ EMPLOYEE # \_\_\_\_\_

WEEK ONE WORK ACTIVITY	PAYROLL CODE	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
		Seminole County CDBG	001						
OTHER	001								0.00
<b>TOTAL</b>									0.00
OVERTIME	002								0.00
VAC	003								0.00
SICK	004								0.00
HOLIDAY	005								0.00
OTHER (insert code)									0.00
<b>SUBTOTAL</b>									0.00
WEEK TWO WORK ACTIVITY	PAYROLL CODE	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
Seminole County CDBG	001								0.00
OTHER	001								0.00
<b>TOTAL</b>									0.00
OVERTIME	002								0.00
VAC	003								0.00
SICK	004								0.00
HOLIDAY	005								0.00
OTHER (insert code)									0.00
<b>SUBTOTAL</b>									0.00
<b>Grand Total</b>		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

I do hereby certify that the hours included above that are wholly or partially paid with funds from the U.S. Department of Housing and Urban Development CDBG are calculated and paid based upon the actual time worked in that program.

**INCLUDE WITH THE MONTHLY REQUEST FOR PAYMENT NO LATER THAN THE 15 DAYS FOLLOWING MONTH-END.**

EMPLOYEE'S SIGNATURE	SUPERVISOR SIGNATURE
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**ADDITIONAL PAYROLL CODES:**

09 Floating Holiday	011 Bereavement	012 Workers Comp Pay
013 Military Leave	014 Civil Leave	