

**SEMINOLE COUNTY AND THE SHARING CENTER
STREET OUTREACH AGREEMENT
FISCAL YEAR 2025-2026**

THIS AGREEMENT is made and entered by and between **SEMINOLE COUNTY**, a Charter County and a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, hereinafter referred to as “COUNTY”, and **THE SHARING CENTER**, a Florida Not for Profit corporation, whose address is 600 N. U.S Hwy., 17-92, Suite 130 Longwood, Florida 32750, hereinafter referred to as “SUBRECIPIENT”.

W I T N E S S E T H:

WHEREAS, SUBRECIPIENT provides street outreach services for individuals experiencing literal homelessness in Seminole County; and

WHEREAS, COUNTY has determined this program, and its services provide a COUNTY purpose and has authorized funding for this purpose; and

WHEREAS, COUNTY has appropriated funds to assist in furthering this 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 are 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. Effective Date and Term. Notwithstanding the date of execution, the Effective Date of this Agreement will be December 1, 2025, and will continue through September 30, 2026.

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 SUBRECIPIENT 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 SUBRECIPIENT after SUBRECIPIENT has received notice of termination. Upon termination of this Agreement, SUBRECIPIENT 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, 11 and 12 under this Agreement will survive the term of this Agreement as a whole and any termination as provided for in this Agreement.

Section 4. Services. SUBRECIPIENT 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 pay for one (1) staff member to provide street outreach services and activities for individuals experiencing literal homelessness in Seminole County, as more particularly described in the Exhibit A, Scope of Work, attached to and incorporated to this Agreement by reference. Results of this effort will be reported to COUNTY on a monthly basis via monthly reports, based on this reporting COUNTY will determine the scope and frequency of services contemplated by this Agreement.

Section 5. Revenue from Other Sources. SUBRECIPIENT must furnish COUNTY with information regarding all revenues relating to the programs or services that are the subject of this Agreement received by SUBRECIPIENT during the term of this Agreement. It is understood that SUBRECIPIENT has not previously entered into, and will not enter into, an agreement with any other party, including service recipients under this Agreement, whereby SUBRECIPIENT would be paid for providing the above services except as specified in Section 4 above.

Section 6. Insurance Requirements.

(a) Each party must maintain adequate insurance coverage to protect its own interests and obligations under this Agreement. In addition, SUBRECIPIENT, at its own cost, must procure the insurance required under this Section and the insurance enumerated in Exhibit F (“Insurance Requirements”) attached to and incorporated in this Agreement. Insurance procured pursuant to this Agreement must be approved by COUNTY’s Risk Program Manager.

(b) **All specifications noted in this Section are REQUIRED unless waived in writing by COUNTY.**

(1) Before commencing work, SUBRECIPIENT must furnish COUNTY with a current Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by Section 6(d) below and including the following as Certificate Holder and Additional Interest:



Seminole County Board of County Commissioners
Seminole County Services Building
1101 E. 1st Street
Sanford, FL 32771

The Certificate of Insurance must provide that COUNTY will be allowed not less than thirty (30) days written notice prior to the cancellation, non-renewal, or restriction of coverage, or ten (10) days for non-payment. Until such time as the insurance is no longer required to be maintained by SUBRECIPIENT, SUBRECIPIENT must provide COUNTY with a renewal or replacement Certificate of Insurance before the expiration or replacement of the insurance for which a previous certificate has been provided.

(2) **Notice of Cancellation, Non-Renewal, or Restriction:** A policy must be specifically endorsed to provide COUNTY with written notice as required under Section 6(b)(1) above of cancellation, non-renewal, and restriction.

(3) **The certificate must have this Agreement title marked on its face.** In lieu of the statement on the Certificate of Insurance, SUBRECIPIENT has the option to submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate of Insurance is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Section.

(4) In addition to providing the Certificate of Insurance, upon request as required by COUNTY, SUBRECIPIENT must, within thirty (30) days after receipt of the request, provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by Section 6(d) below. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

(5) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by SUBRECIPIENT will relieve SUBRECIPIENT of its full responsibility for liability, damages, and accidents.



(6) Deductible and self-insured retention amounts must be declared to and approved by COUNTY and must be reduced or eliminated upon written request from COUNTY. The risk of loss within the deductible amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by SUBRECIPIENT.

(7) The insurer's cost of defense, including attorney's fees and attorney's fees on appeal must not be included within the policy limits but must remain the responsibility of insurer.

(8) In the event of loss covered by Property Insurance, the proceeds of a claim must be paid to COUNTY, and COUNTY will apportion the proceeds between COUNTY and SUBRECIPIENT as their interests may appear.

(9) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by SUBRECIPIENT in accordance with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of SUBRECIPIENT. If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, SUBRECIPIENT must promptly provide to COUNTY such additional information as COUNTY may reasonably request, and SUBRECIPIENT must remedy any deficiencies in the policies of insurance within ten (10) days.

(10) COUNTY's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of SUBRECIPIENT or any other party.

(11) Additional Insured: The Seminole County Board of County Commissioners and its respective officials, officers, and employees must be included as Additional Insureds under General Liability and Umbrella Liability policies.

(12) Coverage: The insurance provided by SUBRECIPIENT pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Seminole County Board of County Commissioners or COUNTY's officials, officers, or employees will be in excess of and not contributing with the insurance provided by SUBRECIPIENT.

(13) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County Board of County Commissioners and its respective officials, officers, and employees.

(14) Provision: Commercial General Liability and Umbrella Liability Policies required by this Agreement must be provided on an occurrence rather than a claims-made basis.

(c) Insurance Company Requirements. Insurance companies providing the insurance must meet the following requirements.

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority issued to the companies by the Florida Office of Insurance Regulations to conduct business in the State of Florida, or (b) with respect only to the coverage required by Section 6(d)(1) (Workers' Compensation/Employer's Liability), authorized as a group self-insurer by Section 624.4621, Florida Statutes (2025), as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes (2025), as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period an insurance company is providing the insurance coverage required by this Agreement, an insurance company: 1) loses its Certificate of Authority, 2) no longer complies with Section 624.4621, Florida Statutes (2025), as this statute may be amended from time to time, or 3) fails to maintain the Best's Rating and Financial Size Category, SUBRECIPIENT must, as soon as SUBRECIPIENT has knowledge of any such circumstance, immediately notify COUNTY and, upon request of COUNTY, immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as SUBRECIPIENT has replaced the unacceptable insurer with an insurer acceptable to COUNTY, SUBRECIPIENT will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of SUBRECIPIENT must, at SUBRECIPIENT's sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section

6. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of provision of services by SUBRECIPIENT and must be maintained in force until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability (Mandatory-No Exceptions).

(A) SUBRECIPIENT's insurance must cover SUBRECIPIENT and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation and Employer's Liability Policy (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Worker's Compensation Act, Federal Employer's Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation and Employer's Liability Policy, there must be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation and Employer's Liability Policy.

(C) The minimum limits to be maintained by SUBRECIPIENT are as specified in Section 6(e)(1).

(2) Commercial General Liability.

(A) SUBRECIPIENT's insurance must cover SUBRECIPIENT for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by

the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment, and the elimination of coverage for Fire Damage Legal Liability.

(B) SUBRECIPIENT must maintain separate limits of coverage applicable only to the work performed under this Agreement. The minimum limits to be maintained by SUBRECIPIENT must be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Construction Project(s) General Aggregate Limit) endorsement (ISO Form CG 25 03) to a Commercial General Liability Policy with amounts as specified in Section 6(d)(2) XCU (Explosion, Collapse, Underground property damage perils) must not be excluded under the General Liability and Umbrella policy.

(C) The insurance must cover those sources of liability which would be covered by the latest edition of Coverage A of the Commercial General Liability Form (ISO Form CG 00 01) or Coverage A of the Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37), as filed for use in the State of Florida by the Insurance Services Office, without restrictive endorsements.

(D) The minimum limits to be maintained by SUBRECIPIENT are as specified in Section 6(d)(2).

(E) The Seminole County Board of County Commissioners and its respective officials, officers, and employees are to be included as Additional Insureds. ISO Endorsements CG 20 10 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

(3) Business Auto Policy.

(A) SUBRECIPIENT's insurance must cover SUBRECIPIENT for those sources of liability which would be covered by Section II of the latest edition of the standard

Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos.

(B) The minimum limits to be maintained by SUBRECIPIENT are as specified in Section 6(e)(3).

(d) Required Limits of Insurance. The minimum amounts of insurance must be as follows:

(1)	<u>Workers' Compensation:</u>	<u>Statutory</u>
	<u>Employers' Liability</u>	
	Each Accident	\$500,000
	Disease-Policy Limit	\$500,000
	Disease-Each Employee	\$500,000
(2)	<u>Commercial General Liability:</u>	
	General Aggregate	Two times (2x) the Each Occurrence Limit
	Products/Completed Operations Aggregate	\$2,000,000
	Personal and Advertising Injury	\$1,000,000
	Each Occurrence	\$1,000,000
	Employee Dishonesty	\$ 50,000
	Sexual Abuse Liability	\$1,000,000
		per Occurrence
		\$1,000,000
		General Aggregate
(3)	<u>Business Auto Policy:</u>	
	Each Occurrence	\$1,000,000

Section 7. Indemnification.

(a) SUBRECIPIENT 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 or as a result of the following: the loss of any monies paid to SUBRECIPIENT resulting out of SUBRECIPIENT's fraud, defalcation, dishonesty, or failure of SUBRECIPIENT to comply with applicable laws or regulations; or any willful or negligent act or omission of SUBRECIPIENT in the performance of this

Agreement or any part of it; 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 the parties, to the extent permitted by law.

(c) COUNTY expressly acknowledges and accepts its responsibility under applicable law, and to the extent permitted by law, agrees to indemnify, defend and hold SUBRECIPIENT harmless for loss, damage, or injury to persons or property, arising out of or resulting from COUNTY's acts or omissions activities described in Section 7(b) above, unless, however, such claim or demand arises out of or results from the negligence of SUBRECIPIENT its servants, agents, employees, or assigns.

(d) SUBRECIPIENT expressly acknowledges and accepts its responsibility under applicable law, and to the extent permitted by law, agrees to indemnify, defend, and hold COUNTY harmless for loss, damage, or injury to persons or property arising out of or resulting from SUBRECIPIENT's acts or omissions activities described in Section 7(b) above, unless, however, such claim or demand arises out of or results from the negligence of COUNTY, its servants, agents, employees, or assigns.

(e) The principles of comparative negligence apply to loss, damage or injury as specified in this Section where the negligence of both SUBRECIPIENT and COUNTY and their respective servants, agents, employees, or assigns are involved, subject to any limitations provided for in Section 768.28, Florida Statutes (2025), as this statute may be amended from time to time.

(f) The parties further agree that nothing contained in this Agreement may be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of sovereign immunity of COUNTY beyond the waiver

provided for in Section 768.28, Florida Statutes (2025), as this statute may be amended from time to time.

Section 8. Billing/Payment and Reporting Requirements.

(a) COUNTY will reimburse SUBRECIPIENT up to a maximum sum of SIXTY-THREE THOUSAND AND NO/100 DOLLARS (\$63,000.00) (the "Funds") for all services SUBRECIPIENT provides under this Agreement during the term of this Agreement, as outlined in Exhibit B ("Budget"), attached to and incorporated in this Agreement. Funds will be allocated by COUNTY on a monthly basis upon timely submission of a request for payment form on or before the 15th day of each month in the format attached to and incorporated in this Agreement as Exhibit C ("Request for Payment"), and a monthly report form in the format attached to and incorporated in this Agreement as Exhibit D ("Monthly Report").

(b) COUNTY will verify that submitted Requests for Payments and Monthly Reports as well as any applicable supporting documentation are accurate and align with the service projections described in the Scope of Work. If any of the aforementioned reports are incorrect, COUNTY will make the necessary correction(s) and return them to SUBRECIPIENT for revision(s). SUBRECIPIENT has five (5) business days to make any revision(s) and return said reports to COUNTY. If any revision(s) are not returned within the allotted timeframe, a zero-dollar request for payment will be recorded for that month and SUBRECIPIENT will not be reimbursed for that month.

(c) By the end of the sixth (6th) month of the term of this Agreement, COUNTY will verify that the services for which reimbursement is sought is at or above forty percent (40%) expended. SUBRECIPIENT reimbursement expenditures below forty percent (40%) are subject to review, upon which COUNTY has the express authority to capture and reallocate remaining funding after providing written notification to SUBRECIPIENT within thirty (30) days of intended

capture and reallocation.

- (d) Payment requests must be sent to:

Project Manager
Seminole County Community Services Department
520 W. Lake Mary Boulevard, Suite 100
Sanford, Florida 32773

- (e) SUBRECIPIENT must submit an Annual Characteristics Report on or before October 10, 2026, attached to and incorporated to this Agreement as Exhibit E, providing demographic data for the individuals served for the duration of the term of this Agreement.

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

Section 10. Access to Records. SUBRECIPIENT will allow COUNTY, its duly authorized agent and the public access to such of SUBRECIPIENT'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 (2025), and the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, 42 U.S.C. §§ 1301d to d-9, 45 C.F.R. §§ 160, 162 and 164, as these statutes and regulations may be amended from time to time.

Section 11. Public Records Law.

(a) SUBRECIPIENT acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2025), as this statute may be amended from time to time, to release public records to members of the public upon request. SUBRECIPIENT acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2025), as this statute may be amended from time to time, 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, SUBRECIPIENT must provide COUNTY with all requested public records in SUBRECIPIENT's possession or 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, as this statute may be amended from time to time.



(b) SUBRECIPIENT specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes (2025), as this 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 (2025), as this statute may be amended from time to time, 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, SUBRECIPIENT must transfer, at no cost to COUNTY, all public records in possession of SUBRECIPIENT, or keep and maintain public records required by COUNTY under this Agreement. If SUBRECIPIENT transfers all public records to COUNTY upon completion of this Agreement, SUBRECIPIENT must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUBRECIPIENT keeps and maintains the public records upon completion of this Agreement, SUBRECIPIENT 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 SUBRECIPIENT. SUBRECIPIENT may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes (2025), as this statute may be amended from time to time.

(d) **IF SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS THIS STATUTE MAY BE AMENDED FROM TIME TO TIME, TO IT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, SUBRECIPIENT MAY CONTACT THE SEMINOLE COUNTY COUNTY MANAGER'S OFFICE AT 407-665-7410, DDRAGER@SEMINOLECOUNTYFL.GOV, 1101 E. 1ST STREET SANFORD, FLORIDA 32771.**

Section 12. Notice. Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand-delivered to the person(s) hereinafter designated, or (ii) when deposited in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the party as set forth below, or such other address or to such other person as the party may have specified by written notice to the other party delivered in according to this Section:

As to COUNTY:

Director
Seminole County Community Services Department
520 W. Lake Mary Boulevard, Suite 100
Sanford, FL 32773

As to SUBRECIPIENT:

Tekoa Pouerie, CEO
The Sharing Center
600 N. US Hwy 17-92, Suite 130
Longwood, Florida 32750



Section 13. Assignments. Neither party to this Agreement may assign this Agreement or any interest arising under this Agreement without the written consent of the other.

Section 14. Default. If any of the following Events of Default occur, COUNTY has the option to exercise any of its remedies set forth in Section 15, Remedies. Events of Default include:

(a) If any warranty or representation made by SUBRECIPIENT in this Agreement becomes false or misleading in any respect, or if SUBRECIPIENT fails to keep or perform any of the obligations, terms or covenants in this Agreement and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If any reports required by this Agreement have not been submitted to COUNTY timely or have been submitted with incorrect, incomplete, or insufficient information; or

(c) If SUBRECIPIENT has failed to perform and complete on time any of its obligations under this Agreement.

Section 15. Remedies. If an Event of Default occurs, then COUNTY may, after thirty (30) days written notice to SUBRECIPIENT and upon SUBRECIPIENT's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement in accordance with Section 3, Termination;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend allocation of all or any part of the Funds;

(d) Require that SUBRECIPIENT refund to COUNTY any Funds used for ineligible purposes under the laws, rules, regulations, or guidance governing the use of these Funds, including this Agreement;



(e) Exercise any corrective or remedial actions, to include but not be limited to:

(1) request additional information from SUBRECIPIENT to determine the reasons for or the extent of non-compliance or lack of performance,

(2) issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

(3) advise SUBRECIPIENT to suspend, discontinue or refrain from incurring costs for any activities in question,

(4) require SUBRECIPIENT to repay COUNTY for the amount of costs incurred for any items determined to be ineligible, or

(f) COUNTY may exercise any other rights or remedies which may be available at law or in equity. Pursuing any of the above remedies will not prevent COUNTY from pursuing any

other remedies in this Agreement or provided at law or in equity. If COUNTY waives any right or remedy in this Agreement or fails to insist on strict performance by SUBRECIPIENT, it will not affect, extend or waive any other right or remedy of COUNTY, or affect the later exercise of the same right or remedy by COUNTY for any other default by SUBRECIPIENT.

Section 16. Entire Agreement.

(a) It is understood and agreed that the entire agreement of the parties is contained in this Agreement including all Exhibits, which supersedes all oral agreements, negotiations, and previous agreements between the parties relating to the subject matter of this Agreement. Exhibits A, B, C, D, E, F, and G to this Agreement are hereby incorporated into this Agreement as if fully set forth verbatim into the body 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 both parties, except as otherwise specifically provided in this Agreement.

Section 17. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, SUBRECIPIENT must abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services, including those now in effect and subsequently adopted. Any violation of such 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 SUBRECIPIENT as provided above.

Section 18. Disclaimer of Third Party Beneficiaries. This Agreement is made for the sole benefit of the parties to this Agreement and their respective successors and assigns and is not intended to and will not benefit any third party. No third party has any rights under or as a result of this Agreement or any right to enforce any provisions of this Agreement.

Section 19. Governing Law. The laws of the State of Florida and the ordinances, resolutions, and policies of COUNTY not prohibited thereby govern the validity, enforcement, and interpretation of this Agreement. The parties hereby consent to venue in the Circuit Court in and for Seminole County, Florida, as to actions arising under state law and the United States District Court for the Middle District of Florida, Orlando Division, as to actions arising under federal law.

Section 20. Interpretation. SUBRECIPIENT 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 21. Equal Opportunity. SUBRECIPIENT will not discriminate against any eligible person receiving services under this Agreement because of race, color, religion, sex, age, national origin, or disability as more particularly described in Exhibit G (“Equal Opportunity Clause”) are attached to and incorporated in this Agreement.

Section 22. Severability. If any provision of this Agreement or the application of this Agreement to any person or circumstance is held invalid, it is the intent of the parties that the invalidity will not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared severable.

Section 23. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, constitutes an original, but all counterparts together constitute one and the same instrument.

Section 24. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement and may not be used to define, describe, interpret, or construe any provision of this Agreement.

Section 25. Independent Contractor. It is agreed that nothing contained in this Agreement is intended or may be construed in any manner as creating or establishing a relationship of copartners between the parties, or as constituting SUBRECIPIENT, 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 26. Conflict of Interest.

(a) Each party agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the other party or which would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes (2025), as this statute may be amended from time to time, relating to ethics in government.

(b) Each party hereby certifies that no officer, agent or employee of that party has any material interest (as defined in Section 112.312(15), Florida Statutes (2025), as the statute may be amended from time to time, as over 5%) either directly or indirectly, in the business of the other party to be conducted here, and that no such person will have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes (2025), as this statute may be amended from time to time, the parties hereby agree that monies, if any, received from the other party pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any state or federal agency.

(d) Each party has the continuing duty to report to the other party any information that indicates a possible violation of this Section.

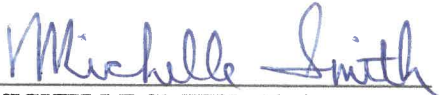
Section 27. Employee Status. Persons employed by SUBRECIPIENT in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents

of COUNTY, nor do these employees have any claims to pensions, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY. Persons employed by COUNTY in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of SUBRECIPIENT, nor do these employees have any claims to pensions, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to SUBRECIPIENT's officers and employees either by operation of law or by SUBRECIPIENT.

Section 28. Parties Bound. This Agreement is binding upon and inures to the benefit of SUBRECIPIENT and COUNTY, and their successors and assigns.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:


MICHELLE SMITH, Chairman

(CORPORATE SEAL)



THE SHARING CENTER

By: 

TEKOA POUERIE, CEO

Date: 11/13/25

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ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
ANDRIA HERR, 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/vs
11/12/25

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Attachments:

- Exhibit A – Scope of Work
- Exhibit B – Budget
- Exhibit C – Request for Payment
- Exhibit D – Monthly Report
- Exhibit E – Annual Characteristics Report
- Exhibit F – Insurance Requirements
- Exhibit G – Equal Opportunity Clause



EXHIBIT A
SCOPE OF WORK
STREET OUTREACH AGREEMENT

Agency Name: The Sharing Center
Agency Address: 600 N US Hwy 17-92, Suite 130, Longwood, Florida 32750
Chief Executive Officer: Tekoa Pouerie
Agency Phone Number: (407) 260-9155
Agency Email: Tekoa.pouerie@thesharingcenter.org
Chief Executive Officer Email: Tekoa.pouerie@thesharingcenter.org

Funds will be used to pay for one (1) staff member to locate and provide street outreach for individuals experiencing literal homelessness in Seminole County. Funds will be allocated at \$63,000 for the direct service staff providing said services; this rate includes both salary and fringe for the staff as well as the pre-approved office supplies and equipment required to provide these services. Funding not to exceed 10% of the total contract can be provided for admin/ operating expenses.

Performance Measures:

The Street Outreach staff will work with the FL 507 Coordinated Entry System (CES) administered by the Homeless Services Network (HSN). Staff will record relevant information via the VI-SPDAT Tool and Homeless Management Information System (HMIS) within 48 hours of contact.

The performance target for this effort is at least thirty (30) individuals and/or families experiencing homelessness per month. One family is considered to be one contact. For the purposes of this Agreement, a family is defined as two (2) or more individuals who live together and are dependent on each other for basic needs

For the purposes of this Agreement, homelessness is defined as an individual or family who lacks a fixed, regular, and adequate nighttime residence; any individuals or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life threatening conditions that relate to violence against an individual or a family member; and/or any individual or family defined as homeless by any Federal statute.

The primary goal of Street Outreach is to develop relationships with unhoused households and assist them in taking steps toward securing permanent housing. This includes but is not limited to; frequent engagement with individuals living on the street or other unsheltered locations. During the engagement process, street outreach will provide an initial assessment of needs and eligibility and connect people experiencing homelessness to supportive services. This includes but is not limited to mainstream benefits (SSDI/SNAP), health and behavioral health services, substance abuse treatment referrals, and crisis counseling.

Outreach staff will be responsible for connecting victims of domestic violence to DV providers and resources. Outreach staff will ensure all veterans are connected to the Veterans Administration and other organizations providing resources and services to Veterans.

Transportation will be used to provide navigation services to homeless clients to become document ready for the Coordinated Entry System. Some examples can include doctor's appointments to gather disability documentation, trips to I-Dignity to procure valid ID or birth certificate, or the Social Security Office to follow up on an application for benefits.

Outreach staff will be required to participate in no less than two (2) community meetings and/or events a month related to unhoused individuals and families to provide insight and gain knowledge about individuals that could need assistance. This will include COAST, City of Sanford Homeless Taskforce, and any HSN COC related meetings.

The following will be reported monthly for street outreach:

- Number of Seminole County residents experiencing homelessness that were contacted (both new and duplicate)
- Number of completed VI-SPDATs
- Number of residents being navigated into the Coordinated Entry System
- Number document ready
- Number of individuals entered into HMIS.
- Number of community meetings/events attended
- Number assisted
- Unduplicated number assisted
- Number transported
- Number of new homeless identified
- Number referred to treatment
- Number entered treatment

EXHIBIT B

**STREET OUTREACH
PROGRAM YEAR 2025-2026**

PROJECT BUDGET

Reimbursement for the following:

ACTIVITY	FUNDS
Street Outreach Staff Salary	\$56,700
Administrative Costs	\$6,300

EXHIBIT C

STREET OUTREACH PROGRAM YEAR 2025 - 2026

REQUEST FOR PAYMENT

Subrecipient: The Sharing Center

Address: 600 N. US 17-92, Suite 130, Longwood, FL 32750

Name of Activity/Project: Street Outreach

Contact Person: _____

Telephone Number: _____

Payment Request Number: _____

Reimbursement Request for the Month of: _____, 20____

	(A) Original Budget Amount	(B) Previous Total Paid To-Date	(C) Payment Amount This Reimbursement Request	(D) (D = B + C) Funds Paid to Date	(A Minus D) Remaining Balance
Street Outreach Staff Salary	\$56,700				
Administrative	\$6,300				
TOTAL	\$63,000				

Attach a copy of all supporting documentation for this Request for Payment

Required Completion Date: September 30, 2026

Submitted by (Print Name and Title): _____

Signature: _____ **Date:** _____

EXHIBIT D
STREET OUTREACH
PROGRAM YEAR 2025-2026
MONTHLY PERFORMANCE REPORT

Reporting Month: _____, 20__

Category	Monthly Total	Year-to-Date Total
Number Contacted (Both New and Duplicate)		
Number of completed VI-SPDATs		
Number of residents being navigated into the Coordinated Entry System		
Number document ready		
Number of individuals entered into HMIS System		
Number of Community Meetings/Events Attended		
Number Assisted		
Unduplicated Number Assisted		
Number Transported		
Number of New Homeless Identified		
Number Referred to Treatment		
Number Entered Treatment		

Any other special accomplishments:

Signed: _____ Date: _____

Annual Characteristics Report

EXHIBIT E

Gender	Number of Individuals
Male	
Female	
Other	
Unknown/not reported	
Total	

Age	Number of Individuals
0-5 years	
6-13 years	
14-17 years	
18-24 years	
25-44 years	
45-54 years	
55-59 years	
60-64 years	
65-74 years	
75+ years	
Unknown/not reported	
Total	

Education Levels	Number of Individuals
Grades 0-8	
Grades 9-12/Non-Graduate	
High School Graduate/ GED	
12 grade + some post-secondary	
2 or 4 years college graduate	
Graduate of other post-secondary school	
Unknow/not reported	
Total	

Disconnected Youth			Number of Individuals
Youth ages 14-24 who are neither working or in school			
Total			
Health Insurance	Yes	No	Unknown
Disabling Condition	Yes	No	Unknown

Health Insurance	
------------------	--

****If an individual reported that they have Health Insurance please identify the source of health insurance below.***

Health Insurance Sources	
Medicaid	
Medicare	
State Children's Health Insurance Program	
State Health Insurance for Adults	
Military Health Care	
Direct-Purchase	
Employment Based	
Unknown/not reported	
Total	

Ethnicity/Race	
----------------	--

Ethnicity	
Hispanic, Latino or Spanish Origins	
Not Hispanic, Latino or Spanish Origins	
Unknown/Not Reported	
Total	

Race	
------	--

American Indian or Alaska Native	
Asian	
Black or African American	
Native Hawaiian or Other Pacific Islander	

White	
Other	
Multi-race (two or more of the above)	
Unknown/Not Reported	
Total	
Military Status	
Veteran	
Active Military	
Unknow/not reported	
Total	
Work Status (Individuals 18+)	
Employed Full-Time	
Employed Part-Time	
Migrant Seasonal Farm Worker	
Unemployed (<i>Short-term, 6 months or less</i>)	
Unemployed (<i>Long-Term, more than 6 months</i>)	
Total	
Household Level Characteristics	
Household Type	Number of Households
Single Person	
Two Adults No Children	
Single Parent Female	
Single Parent Male	
Two Parent Household	
Non-related Adults with Children	
Multigenerational Household	
Other	
Unknown/not reported	
Total	

Household Size	Number of Households
Single Person	
Two	
Three	
Four	
Five	
Six or more	
Unknown/not reported	
Total	
Housing	Number of Households
Own	
Rent	
Other permanent housing	
Homeless	
Other permanent housing	
Unknown/not reported	
Total	
Level of Household Income (% of HHS Guideline)	Number of Households
Up to 50%	
51% to 75%	
76% to 100%	
101% to 125%	
126% to 150%	
151% to 175%	
176% to 200%	
Unknown/not reported	
Total	
Sources of Household Income	Number of Households
Income from Employment Only	
Income from Employment and Other Income Source	
Income from Employment, Other Income Source, and Non-Cash Benefits	

Income from Employment and Non-Cash Benefits	
Other Income Source Only	
Other Income Source and Non-Cash Benefits	
No Income	
Non-Cash Benefits Only	
Unknown/not reported	
Total	
<i>Below, please report the types of Other Income and/or Non-Cash Benefits received by the household who reported sources other than employment in Sources of Income above.</i>	
Other Income Source	Number of Households
TANF	
Supplemental Security Income (SSI)	
Social Security Disability Income (SSDI)	
VA Service-Connected Disability Compensation	
VA Non-Service Connected Disability Pension	
Private Disability Insurance	
Worker's Compensation	
Retirement Income from Social Security	
Pension	
Child Support	
Alimony or other Spousal Support	
Unemployment Insurance	
EITC	
Other Income Source	
Unknown/not reported	
Non-Cash Benefits	Number of Households
SNAP	
WIC	
LIHEAP	
Housing Choice Voucher	
Public Housing	

Permanent Supportive Housing
HUD-VASH
Childcare Voucher
Affordable Cares Act Subsidy
Other
Unknown/not reported

EXHIBIT F

INSURANCE REQUIREMENTS

The following insurance requirements and limits of liability are required:

- A. Worker's Compensation (as required by Florida statute) & Employers' Liability Insurance:
- | | | |
|----------------------|-----------|-----------------------------|
| Employer's Liability | \$500,000 | Limit Each Accident |
| | \$500,000 | Limit Disease Aggregate |
| | \$500,000 | Limit Disease Each Employee |
- B. Commercial General Liability Insurance:
- | | |
|-----------------------------------|---|
| General Aggregate | \$1,000,000 Per Occurrence and
\$2,000,000 Aggregate |
| Products and Completed Operations | \$2,000,000 |
| Personal and Advertising Injury | \$1,000,000 |
| Fire Damage (any one fire) | N/A |
- C. Business Automobile Liability Insurance "ANY AUTO": \$1,000,000 Combined Limit

* Any General Liability, Garage Keepers, and Aircraft Insurance policies that are required under this Agreement must include "Seminole County, a political subdivision of the State of Florida, its Officials and Employees" as an Additional Insured.

EXHIBIT G

SEMINOLE COUNTY EQUAL OPPORTUNITY CLAUSE AND OTHER APPLICABLE LAWS, STATUTES, ORDERS, ORDINANCES AND REGULATIONS

THE PROVISIONS OF THIS EXHIBIT ARE APPLICABLE TO ALL CONTRACTS AND SUBCONTRACTS IN THE AMOUNT OF \$10,000 OR MORE.

During the performance of this contract, SHARING CENTER agrees as follows:

- (1) **General.** SHARING CENTER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, sexual orientation, or marital status. SHARING CENTER will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, age, disability, sexual orientation, or marital status. Such action will include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SHARING CENTER agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- (2) **Recruitment.** SHARING CENTER, will, in all solicitations or advertisements for employees placed by or on behalf of SHARING CENTER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, disability, sexual orientation, or marital status.
- (3) **Unions.** SHARING CENTER will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advertising the labor union or worker's representative of SHARING CENTER commitments under this assurance and will post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) **Compliance Reports.** SHARING CENTER will maintain records and information assuring compliance with these requirements and will submit to the designated COUNTY official timely, complete, and accurate compliance reports at such times and in such form containing information as the responsible official or his designee may determine to be necessary to enable him to ascertain whether SHARING CENTER has complied or is complying with these requirements. SHARING CENTER will permit access to its books, records, and accounts by COUNTY for purposes of investigation to ascertain compliance with such rules, regulations, and orders. In general, SHARING CENTER and subcontractors should have available racial and ethnic data showing the extent to which members of minority groups are beneficiaries under this Agreement.
- (5) **Sanctions.** In the event of SHARING CENTER non-compliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and SHARING CENTER may be declared ineligible for further COUNTY contracts by rule, regulation, or order of the Board of County Commissioners of Seminole County, or as otherwise provided by law.
- (6) **Federal Requirements.** In the event this Agreement is paid in whole or in part from any Federal governmental agency or source, the specific terms, regulations, and requirements governing the disbursement of these funds will be specified in this Agreement and become a part of this clause.
- (7) **Subcontractors.** SHARING CENTER will include the provisions of paragraphs (1) through (6) in every subcontract under this Agreement so that such provisions will be binding upon each subcontractor. SHARING CENTER will take such action with respect to any subcontractor as COUNTY may direct as a means of enforcing such provisions, including sanctions for noncompliance.

APPLICABLE STATUTES, ORDERS AND REGULATIONS

FEDERAL

- 2CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)
- 2CFR Part 2400
- Section 1 of the Fourteenth Amendment to the United States Constitution
- Title VI of the Civil Rights act of 1964
- Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 and 1975
- Civil Rights Acts of 1866 and 1870
- Standards for a Merit System of Personnel Administration, 45 CFR Part 70
- Revised Order Number 4, 41 CFR § 60-2.10
- Rehabilitation Act of 1973, P. L. 93-112
- Interagency Agreement dated March 23, 1973
- Executive Order 11914, Nondiscrimination with Respect to the Handicapped in Federally Assisted Programs
- Age Discrimination Act of 1975, P. L. 94-135
- Civil Rights Action of 1968, P. L. 90-284
- Veterans Readjustment Act
- Section 14001 of Consolidated Omnibus Budget Reconciliation Act of 1985, (State and Local Assistance Act of 1972, as amended)
- Office of Management and Budget Circular 102, Attachment O
- Age Discrimination in Employment Act, as amended
- Civil Rights Restoration Act of 1987
- Federal Civil Rights Act of 1991
- Americans with Disabilities Act
- Clean Air Act, 42 USC § 7606
- Clean Water Act 33 USC § 1368
- Executive 11738
- Environmental Protection Agency Regulations, 40 CFR Part 15
- Religious and Political Activities 24 CFR Part 570.200(j), 570.207

STATE

- State Constitution, Preamble and Article 1, Section 2 protects citizens from discrimination because of race, national origin and religion.
- Section 112.042, Florida Statutes, requires non-discrimination in employment by counties and municipalities, because of race, color, national origin, sex, handicap, or religious creed.
- Section 112.043, Florida Statutes, prohibits age discrimination in employment.
- Section 413.08, Florida Statutes, prohibits discrimination against physically disabled persons in employment.
- Section 448.07, Florida Statutes, prohibits wage rate discrimination based on sex.
- Florida Civil Rights Act of 1992, as amended