

**SEMINOLE COUNTY AND HOMELESS SERVICES NETWORK OF CENTRAL FLORIDA, INC.
HOMELESSNESS PARTNERSHIP AGREEMENT
FISCAL YEAR 2024-2025**

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 **HOMELESS SERVICES NETWORK OF CENTRAL FLORIDA, INC.**, a Florida Not for Profit corporation, whose principal address is 142 E. Jackson Street, Orlando, Florida 32801, hereinafter referred to as “**HSN**”.

W I T N E S S E T H:

WHEREAS, HSN provides permanent supportive housing and social services to Impact Project residents of Seminole County, Florida; 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. The Effective Date of this Agreement will be October 1, 2024 and continues through September 30, 2025.

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 HSN 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 HSN after HSN has received notice of termination. Upon termination of this Agreement, HSN 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 14 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. HSN 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 programs and services related to homelessness, including but not limited to, locating individuals experiencing homelessness in Seminole County, recording relevant information via the VI-SPDAT Tool and the Homeless Management Information System (HMIS), and providing Housing Stabilization Case Management services, as described in the Scope of Work attached to this Agreement as Exhibit A and incorporated by reference (the "Scope of Work"). Results of this effort will be reported to COUNTY monthly and, based on the monthly activity reports, the COUNTY's Community Services Director will determine the scope and frequency of on-going services.

Section 5. Revenue from Other Sources. HSN must furnish COUNTY with information regarding all revenues relating to the programs or services that are the subject of this Agreement received by HSN during the term of this Agreement. It is understood that HSN has not previously entered into, and will not enter into, an agreement with any other party, including service recipients

under this Agreement, whereby HSN 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, HSN, at its own cost, must procure the insurance required under this Section and have this insurance approved by COUNTY's Risk Program Manager with the Resource Management Department.

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

(1) Before commencing work, HSN 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 HSN, HSN 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, HSN 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, HSN 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 HSN will relieve HSN 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 HSN.

(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 HSN 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 HSN 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 HSN. If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, HSN must promptly provide to COUNTY such additional information as COUNTY may reasonably request, and HSN 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 HSN 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 HSN 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 HSN.

(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 (2023), 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 (2023), 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 (2023), as this statute may be amended from time to time, or 3) fails to maintain the Best's Rating and Financial Size Category, HSN must, as soon as HSN 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 HSN has replaced the unacceptable insurer with an insurer acceptable to COUNTY, HSN will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of HSN must, at HSN' 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 HSN 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) HSN's insurance must cover HSN 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 HSN are as specified in Section 6(e)(1).

(2) Commercial General Liability.

(A) HSN's insurance must cover HSN 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) HSN must maintain separate limits of coverage applicable only to the work performed under this Agreement. The minimum limits to be maintained by HSN 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 HSN 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) HSN' insurance must cover HSN 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 HSN 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: Employers' Liability</u>	<u>Statutory</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 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) HSN 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 HSN resulting out of HSN' fraud, defalcation, dishonesty, or failure of HSN to comply with applicable laws or regulations; or any willful or negligent act or

omission of HSN 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 HSN 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 HSN its servants, agents, employees, or assigns. This provision is not to be construed as a waiver by COUNTY of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes (2023), as this statute may be amended from time to time.

(d) HSN 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 HSN' 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 subsections (a) and (b) above where the negligence of both HSN and COUNTY and their respective servants, agents, employees, or assigns are involved, subject to any limitations provided for in Section 768.28, Florida Statutes (2023), 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 (2023), as this statute may be amended from time to time.

(g) The waiver of a provision in Section 6 concerning insurance by either party will not constitute the further waiver of Section 6 or the waiver of any other provision of this Agreement.

Section 8. Billing and Payment. COUNTY will provide financial assistance to HSN up to a maximum sum of TWENTY-EIGHT THOUSAND SIX HUNDRED FOURTEEN AND NO/100 DOLLARS (\$28,614.00) for all services HSN provides under this Agreement during the term of this Agreement. The approved budget for this Agreement is incorporated in this Agreement as the attached Exhibit B. This sum is payable in twelve (12) monthly installments for the term of this Agreement upon fulfillment of the following conditions:

(a) Receipt by COUNTY of a payment request and timesheet in the format set forth in the Payment Request Form and PSH Timesheet attached to and incorporated in this Agreement as Exhibit C and Exhibit C-1 respectively. This request must only be for services specifically provided for under this Agreement; and

(b) COUNTY's payment to HSN will be made on a monthly basis and is contingent upon HSN's timely submittal of acceptance documentation to COUNTY on or before the 15th day of the month.

(c) Verification by COUNTY's Community Assistance Division Homeless Solution Officer that the services for which reimbursement is sought complies with service projections as described in the Scope of Work and that HSN has complied with the reporting requirements contained in this Agreement.

(d) Payment requests must be sent to:

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

(e) Verification by COUNTY's Community Assistance Homeless Solution Officer that the services for which reimbursement is sought is at or above forty percent (40%) expended by the end of the sixth month of this executed Agreement. HSN's reimbursement expenditures below forty percent (40%) are subject to review, upon which COUNTY has the expressed authority to capture and reallocate remaining funding, provided written notification to HSN within thirty (30) days of intended capture and reallocation.

(f) Seminole County's Community Services Department Project Manager will verify that submitted reports, Exhibit B, Exhibit C, and associated supporting documentation are accurate. If the reports are incorrect, COUNTY staff will make the necessary corrections and return the request for revision(s). HSN has 5 business days to make the revisions and return. If the revisions are not returned within the allotted timeframe, a zero dollar request for payment will be recorded for that month and the HSN will not be reimbursed for that month.

Section 9. Reporting Requirements.

(a) HSN must submit to COUNTY on a monthly basis a report in the format attached to and incorporated in this Agreement as Exhibit D, Monthly Report, which includes the total number of COUNTY clients contacted, recorded in the HMIS, and for which VI-SPDAT Tool forms were completed, as well as any preapproved office supplies and specialized equipment.

(b) HSN must submit a report in the format attached to this Agreement as Exhibit D to COUNTY by the 15th day of each month. Any monthly reports as outlined in this Section or above

(Exhibits C and D) submitted after the 15th day of the month will require written justification for the delayed submission.

(c) HSN must submit to COUNTY an Annual Performance Report in the format attached to and incorporated in this Agreement as Exhibit E.

Section 10. 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, as applicable, this Agreement may be terminated immediately, at the option of COUNTY, by written notice of termination to HSN as provided in this Agreement. COUNTY will not be obligated to pay for any services provided or costs incurred by HSN after HSN has received such notice of termination. In the event there are any unused COUNTY funds, HSN must promptly refund those funds to COUNTY or otherwise use such funds as COUNTY directs.

Section 11. Access to Records. HSN will allow COUNTY, its duly authorized agent and the public access to such of HSN' 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 (2023), 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.R.F. §§ 160, 162 and 164, as these statutes and regulations may be amended from time to time.

Section 12. Audit. HSN must submit to COUNTY an audit report for the term of this Agreement on or before December 31, 2025, or within ninety (90) days following the termination of this Agreement, whichever occurs earlier.

Section 13. Public Records Law.

(a) HSN acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2023), as this statute may be amended from time to time, to release public records to members of the public upon request. HSN acknowledges that

COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2023), 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, HSN must provide COUNTY with all requested public records in HSN'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) HSN specifically acknowledges its obligations to comply with Section 119.071, Florida Statutes (2023), 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 the public 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 (2023), 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, HSN must transfer, at no cost to COUNTY, all public records in possession of HSN, or keep and maintain public records required by COUNTY under this Agreement. If HSN transfers all public records to COUNTY upon completion of this Agreement, HSN must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If HSN keeps and maintains the public records upon completion of this Agreement, HSN 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 HSN. HSN may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes (2023), as this statute may be amended from time to time.

(d) IF HSN 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, HSN MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY COMMUNITY SERVICES DEPARTMENT DIRECTOR, AT 407-665-2302, ATHALL@SEMINOLECOUNTYFL.GOV, 520 W. LAKE MARY BOULEVARD, SUITE 100, SANFORD, FL 32773.

Section 14. 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 HSN:

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

Section 15. 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 16. Default. If any of the following Events of Default occur, COUNTY has the option to exercise any of its remedies set forth in Section 17, Remedies. Events of Default, include:

(a) If any warranty or representation made by HSN in this Agreement becomes false or misleading in any respect, or if HSN 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 HSN has failed to perform and complete on time any of its obligations under this Agreement.

Section 17. Remedies. If an Event of Default occurs, then COUNTY may, after thirty (30) days written notice to HSN and upon HSN'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 HSN 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 HSN 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 HSN to suspend, discontinue or refrain from incurring costs for any activities in question,

(4) require HSN 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 under law. 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 HSN, 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 HSN.

Section 18. 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, C-1, D, and E 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 19. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, HSN 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 HSN as provided above.

Section 20. 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 21. Governing Law. The laws of the State of Florida and the ordinances, resolutions, and policies of COUNTY not prohibited under Federal or State law 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 22. Interpretation. HSN 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 23. Equal Opportunity. HSN will not discriminate against any eligible person receiving services under this Agreement because of race, color, religion, sex, age, national origin, or disability. HSN will take steps to ensure an eligible person receives such services without regard to race, color, religion, sex, age, national origin, or disability.

Section 24. 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 25. 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 26. 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 27. 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 HSN, 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 28. 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 (2023), 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 (2023), 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 (2023), 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 29. Employee Status. Persons employed by HSN 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 HSN, nor do these employees have any claims to pensions,

workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to HSN's officers and employees either by operation of law or by HSN.

Section 30. Parties Bound. This Agreement is binding upon and inures to the benefit of HSN and COUNTY, and their successors and assigns.

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

ATTEST:

HOMELESS SERVICES NETWORK OF
CENTRAL FLORIDA, INC.



ERIC JACKSON, Chairman

By: Martha Are Fine
MARTHA ARE, CEO

(CORPORATE SEAL)

Date: 10/4/24

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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: _____
JAY ZEMBOWER, 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

Attachments:

- Exhibit A – Scope of Work
- Exhibit B – Budget
- Exhibit C – Payment Request
- Exhibit C-1 – PSH Timesheet
- Exhibit D – Monthly Report
- Exhibit E – Annual Performance Report



RM/BP
10/3/24
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EXHIBIT A

SCOPE OF SERVICES

SERVICES TO BE RENDERED BY PROVIDER

The Homeless Services Network will provide housing operations services for homeless Seminole County residents. One unit of service will be reimbursed at the rate of \$28.84/unit or \$7.21/quarter unit. The Homeless Services Network's Housing Operations Team will:

1. Cultivate new landlord relationships and opportunities for housing in the tri-County region with a primary focus of Seminole County housing options;
 - a. This includes outreaching to potential new landlords and maintaining relationships with those the HOP's Team is currently working with. The goal is to develop new landlord partnerships, preserve current relationships, and to identify at least five new units in Seminole County per month.
2. Work with Case Managers to ensure housing needs and preferences for clients are met when possible;
 - a. HOPs will maintain active housing opportunities tracker (HOT) online of all potential leads sortable by county, neighborhood, accessibility, unit size, tenant background requirements, and cost.
 - b. HOPs will host regular virtual office hours to answer questions, strategize around high-barrier participant challenges and discuss upcoming housing opportunities.
 - c. HOPs will be available for one-on-one housing acquisition problem-solving sessions directly with program managers and case managers.
3. Vet potential housing leads provided by Case Managers, Housing Specialists, and clients and follow-up on leads timely;
 - a. Complete initial follow-up for 100% of housing leads identified for a Client within two (2) business days of initial receipt of completed Housing Lead Form by Case Manager.
 - b. Notify client's Case Manager of HOP's Team determination regarding suitability and availability of 100% of the identified units within two (2) business days of initial receipt of the Housing Lead Form.
4. Negotiate rental charges to ensure the units are both affordable and follow Fair Market Rent rates;
5. Conduct Housing Quality Standards (HQS) inspections for units paired with rental subsidies;
 - a. Inspect 100% of matched units for which a rental application has been approved to ensure that Housing Quality Standards (HQS) are met, with at least 90% of such units inspected within three (3) business days of notification of application approval and case manager submission of inspection request. Time allotted to complete the inspection will be delayed for any period during which either the landlord/property manager or the unit are unavailable to HOP's Team, not to exceed 10 business days.
 - b. For 100% of units passing HQS inspection, complete associated paperwork and provide clearance to client for move-in within one (1) business day of a passed inspection.

- c. For at least 100% of units not passing inspection for which HOP's Team determines that passage may ultimately be possible, re-inspect the unit within two (2) business days of notification by landlord/property manager that any deficiencies identified during the prior inspection have been remedied.
6. Act as the liaison between the client/Case Manager and landlord;
 - a. For 100% of housed Clients, promptly respond to, intervene in, and resolve relevant issues and concerns raised by landlords, Case Managers, and clients necessary to ensure housing stability and retention. The types of issues and concern to be addressed include, but may not be limited to, lease-related questions and potential violations, tenant-related incidents, maintenance and damage issues, and unit turnovers and transfers. The response time should not exceed two (2) business days.
 - b. Upon notification 100% of all payment related issues raised by landlords, Case Managers, or clients will be escalated and receive response within one (1) business day. All payment issues will be deemed a priority with a goal to remedy within three (3) business days.
 7. Communication in Support of Positive Housing Outcomes:
 - a. Ensure continuous access to HOP's Team through ongoing monitoring by and ongoing responses to landlords and case managers through HLT@hscncl.org and other agreed upon communication modalities.
 - b. HSN will develop virtual resolution ticketing system by 9/30/2024 to improve responsiveness and tracking.

PERFORMANCE MEASUREMENTS

The Homeless Services Network Housing Operations Team will adhere to the following performance measurements:

- Dedicate 4 days (32 hours) per month in dedicated Seminole County landlord cultivation and recruitment with a goal of identifying maintaining greater than 10 Units available at all times.
- Track all leads provided by Seminole County clients
- Follow up on all submitted housing leads within two (2) business days
- Complete HQS inspections monthly within three (3) business days of request
- Outreach to a minimum of 25 new landlords per year
- Develop at least 2 new landlord partnerships per quarter
- Report and monitor all payment issues and complaints from landlords, Case Managers, and clients for Seminole County projects (Report per unit not landlord)
- HOPs will report all payment related issues to HSN fiscal administration immediately upon notification, and follow up with landlord within one (1) business day via phone and/or email.
- Provide length of time from project entry to housed for each client for tracking purposes

**EXHIBIT B
PROJECT BUDGET
HOMELESSNESS PARTNERSHIP AGREEMENT
HOUSING LOCATION SERVICES**

SUBRECIPIENT: Homeless Services Network of Central Florida

PROGRAM NAME: Housing Location Services

Activity	Budget
Housing Location Services	\$ 25,752.00
Administrative Costs	\$ 2,862.00
Total	\$ 28,614.00

**EXHIBIT C
REQUEST FOR PAYMENT**

SUBRECIPIENT: Homeless Services Network of Central Florida

PROGRAM NAME: Housing Location Services for 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
Housing Location Services	\$25,752.00				
Administration	\$2,862.00				
TOTAL	\$28,614.00				

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>Community Assistance</u> <u>Date Received</u>

EXHIBIT C-1

TIMESHEET

WEEK ONE WORK ACTIVITY	Unit Cost: \$28.84/hr or \$7.21/quarter hr								
		Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
Seminole									0.00
OTHER									0.00
TOTAL									0.00
WEEK TWO WORK ACTIVITY	Units are tracked in quarter hour increments								
		Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
Seminole									0.00
OTHER									0.00
TOTAL									0.00
WEEK THREE WORK ACTIVITY									
		Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
Seminole									0.00
OTHER									0.00
TOTAL									0.00
WEEK FOUR WORK ACTIVITY									
		Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
Seminole									0.00
OTHER									0.00
TOTAL									0.00
WEEK FIVE WORK ACTIVITY									
		Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
Seminole									0.00
OTHER									0.00
TOTAL									0.00

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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EXHIBIT D

PROGRAM PERFORMANCE REPORT

SUBRECIPIENT: Homeless Services Network of Central Florida

PROGRAM: Housing Location Services for Seminole County

REPORT PERIOD _____ THROUGH _____

PERCENTAGE OF CONTRACT COMPLETED: _____ %

I. STATUS REPORT ON GOALS AND OBJECTIVES:

Type of Service Provided	Units of Service Provided During Reporting Month	Previous Units Provided	Total Units Year to Date
New housing units identified in Seminole			
How many Seminole County units added to Housing Opportunity Tracker			
Number of HQS Inspections completed within 3 days of request for all new move-ins			
Number of new landlords contacted			
Number of new landlord partnerships			
Number of new Seminole County clients/ families housed			
Number of clients housed within 60 days			
Number of Seminole County clients re-housed			
Number of Seminole County payments made			
Number of payment issues brought by landlord and staff (report per unit)			
Number of payment issues resolved within 3 business days			

II. AVERAGE LENGTH OF TIME FROM PROJECT ENTRY TO HOUSED:

PSH: _____

RRH: _____

AVERAGE LENGTH OF TIME FOR FOLLOW UP OIN HOUSING LEADS:

PSH: _____

RRH: _____

III. ACCOMPLISHMENTS:

IV. PROBLEMS:

**EXHIBIT E
ANNUAL PERFORMANCE REPORT
IMPACT PROJECT – HSN
2023-2024**

SUBRECIPIENT: Homeless Services Network

PROGRAM: Housing Location

REPORTING PERIOD: 10/01/2024 – 9/30/2025

I. Status of Performance Measures:

Performance Measures	ANNUAL PROGRAM GOAL	TOTAL NUMBER ACHIEVED	% OF GOAL ACHIEVED
Number of HQS inspections provided within 3 business days of request	100%		
Number of new landlords contacted	25		
Number of new Seminole County landlord partnerships	8		
Number of payments made			
How many payment issues were brought to you by landlord and staff			
How many payment issues were resolved within 3 business days			

II. Length of Time from Project Entry to Housed

30 + days	60 + days	90 + days	120+ days	Remain unhoused