

Clay County Agreement/Contract No. 2021/2022-182 AM1

FIRST AMENDMENT TO SHIP GRANT FUNDING AGREEMENT FOR HOMELESS STABILIZATION PROGRAM STRATEGY

This First Amendment to SHIP Grant Funding Agreement for Homeless Stabilization Program Strategy (“First Amendment”) is made and entered into on this ____ day of May, 2023 by and between Mercy Support Services, Inc., a Florida Not-for-Profit Corporation (“Mercy”) and Clay County, a political subdivision of the State of Florida (the “County”).

RECITALS

WHEREAS, Florida Housing Finance Corporation (“Florida Housing”) administers the State Housing Initiatives Partnership program (“SHIP Program”), which provides funds to local governments as an incentive to create partnerships that produce and preserve affordable homeownership and multifamily housing to serve extremely low, very low, low and moderate income families; and

WHEREAS, Clay County is a recipient of funds from the State provided through the SHIP Program pursuant to Sections 420.907-420.9079, Florida Statutes (“SHIP Funds”), which provide for the implementation of projects designed to address the affordable housing needs of eligible citizens; and

WHEREAS, the Local Housing Assistance Plan (LHAP) contains a Homeless Stabilization Program Strategy to assist families and individuals residing in Clay County who are at imminent risk of becoming homeless or who are already homeless. SHIP Funds will be awarded under this Program Strategy to households in need of assistance for (1) Eviction Prevention or (2) Rapid Rehousing Assistance/Rent Subsidies; and

WHEREAS, SHIP Funds under the County’s Homeless Stabilization Program Strategy may be disbursed through a Sponsor/Developer for the benefit of the applicant; and

WHEREAS, on June 14, 2022, the County and Mercy entered into the SHIP Grant Funding Agreement for Homeless Stabilization Program Strategy, Clay County Agreement/Contract No.: 2021/2022-182 (“Agreement”), attached hereto as Exhibit 1 and incorporated herein by reference, wherein Mercy agreed to serve as the Sponsor/Developer for the Homeless Stabilization Program Strategy under the County’s SHIP Program; and

WHEREAS, in accordance with the Agreement, Mercy was awarded a SHIP Grant in the total amount of \$300,000.00 (Grant Funds) to be paid by the County to Mercy in increments of up to \$100,000.00 per year from SHIP Funds under the Homeless Stabilization Program Strategy; and

WHEREAS, the Agreement provides for a three year term commencing on June 14, 2022 with the option for two additional one year renewals; and

WHEREAS, the SHIP Program is experiencing a significant increase in applicants seeking services under the Homeless Stabilization Program Strategy; and

WHEREAS, additional Grant Funds are needed in order for Mercy to address the increase in need for services and assistance under the Homeless Stabilization Program Strategy; and

WHEREAS, the parties desire to amend the Agreement to increase the Grant Funds from a total of \$300,000.00 over the three year term to \$300,000.00 per year effective as of June 14, 2023 as set forth herein.

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. The Grant Funds to be paid by the County from SHIP Funds under the Homeless Stabilization Strategy under the Agreement are hereby increased from a total of \$300,000.00 over the three year term to \$300,000.00 per year beginning in year two of the Agreement. Accordingly, subsections (a) and (b) of Section 5 of the Agreement are hereby amended and replaced in their entirety effective June 14, 2023 with the following:

SECTION 5. GRANT FUNDS

(a) The County approves the award of a SHIP Grant to Mercy in the amount of \$300,000.00 per year to be paid by the County in accordance with the provision below from SHIP Funds under the Homeless Stabilization Program Strategy (“Grant Funds”). Mercy shall expend the Grant Funds for the exclusive purpose of assisting families and individuals who reside in the County in gaining and maintaining stable rental housing, including Eviction Prevention and Rapid Rehousing Assistance/Rent Subsidies. Payment will be governed by the Local Government Prompt Payment Act. In no event shall the County’s financial responsibility exceed the Grant Funds amount stated in this provision throughout the term of this Agreement.

(b) The Grant Funds will be disbursed to Mercy in increments of up to \$100,000.00 not to exceed the total amount of \$300,000.00 each year upon the County’s receipt of a disbursement request submitted by Mercy. Mercy may submit disbursement requests to the County no more than once a month. The disbursement request must state the amount requested along with a summary of how the requested Grant Funds will be used. Upon approval by the SHIP Administrator on behalf of the County, the County shall disburse the requested amount from the Grant Funds. Mercy must submit monthly reports to the County stating the amount expended and the amount remaining from the disbursement as

of the date of the report. The report must indicate that the use of the Grant Funds was for eligible expenses in accordance with the SHIP Grant and the Program. The report shall include, but not be limited to, a description and summary of the expenditures and the following records: invoices, purchase orders, proof of purchase, proof of payment for rent, electric and water services, and such other costs directly incurred by Mercy, vendor contracts, bids or quotes (if necessary), photographs of projects (if applicable), budget spreadsheet listing the date, brief description, and cost for each eligible expense, activity logs documenting number of individuals/households served, payments made, and any other supporting documentation for each expense. Mercy must provide any additional records, updates, or information that may be requested by the County.

3. All provisions in the Agreement and any amendments, attachments, schedules or exhibits thereto in conflict with this First Amendment shall be and hereby are changed to conform to this First Amendment.

4. Except as expressly provided herein, all other terms and conditions of the Agreement not affected by this First Amendment are incorporated herein and shall remain in full force and effect. If there is conflict between this First Amendment and the Agreement, the terms of this First Amendment shall control.

5. The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this First Amendment and have the same force and effect as manual written signatures. Each person signing on behalf of the parties represents and warrants that he/she has full authority to execute this First Amendment on behalf of such party and that the First Amendment will constitute a legal and binding obligation of such party.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Agreement as of the date and year first written above.

MERCY SUPPORT SERVICES, INC.

By: _____

Print Name: _____

Print Title: _____

CLAY COUNTY, a political subdivision of the State of Florida

By: _____

Betsy Condon
Its Chairman

ATTEST:

Tara S. Green
Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board

EXHIBIT 1

AGREEMENT

Clay County Agreement/Contract No. 2021/2022 – 182

**SHIP GRANT FUNDING AGREEMENT FOR
HOMELESS STABILIZATION PROGRAM STRATEGY**

This SHIP GRANT FUNDING AGREEMENT FOR HOMELESS STABILIZATION PROGRAM STRATEGY (“Agreement”) is made and entered into as of the 14 day of June, 2022 (“Effective Date”) between Mercy Support Services, Inc., a Florida Not-for-Profit Corporation (“Mercy”) and Clay County, a political subdivision of the State of Florida (the “County”).

RECITALS

WHEREAS, Florida Housing Finance Corporation (“Florida Housing”) administers the State Housing Initiatives Partnership program (“SHIP Program”), which provides funds to local governments as an incentive to create partnerships that produce and preserve affordable homeownership and multifamily housing to serve extremely low, very low, low and moderate income families; and

WHEREAS, Clay County is a recipient of funds from the State provided through the SHIP Program pursuant to Sections 420.907-420.9079, Florida Statutes (“SHIP Funds”), which provide for the implementation of projects designed to address the affordable housing needs of eligible citizens; and

WHEREAS, the Housing Finance Authority of Clay County (“HFA”) is the administrator of the County’s SHIP Program under the terms of the Interlocal Agreement, Agreement/Contract No. 2012/13-26, entered into between the County and the HFA; and

WHEREAS, in accordance with Sections 420.907-420.9079, Florida Statutes and 67-37, Florida Administrative Code, the County approved a Local Housing Assistance Plan (“LHAP”) as a part of the Clay County SHIP Program; and

WHEREAS, the LHAP contains a Homeless Stabilization Program Strategy to assist families and individuals residing in Clay County who are at imminent risk of becoming homeless or who are already homeless. SHIP Funds will be awarded under this Program Strategy to households in need of assistance for (1) Eviction Prevention or (2) Rapid Rehousing Assistance/Rent Subsidies; and

WHEREAS, SHIP Funds under the Homeless Stabilization Program Strategy may be disbursed through a Sponsor/Developer for the benefit of the applicant; and

WHEREAS, the County issued a Request for Qualifications, RFQ No. 21/22-41 (“RFQ”) to solicit and engage a qualified agency having experience in homeless prevention to serve as the Sponsor/Developer for the Homeless Stabilization Program Strategy for the County’s SHIP Program; and

WHEREAS, Mercy responded to the RFQ with a proposal to offer the requested services (“Mercy’s Response”); and

WHEREAS, the County evaluated the qualifications submitted, and the County selected Mercy based on its Response; and

WHEREAS, Mercy is a 501(c)(3) Not-for-Profit Corporation; and

WHEREAS, Mercy has experience in assisting the homeless and those in danger of becoming homeless, including grant experience along with experience in identifying safe, decent and affordable permanent housing, providing individualized short-term financial assistance, and providing short term case management; and

WHEREAS, Mercy’s three key programs are its Resource and Referral Call Center, Self-Sufficient Program, and Rapid Rehousing/Eviction Prevention Programs; and

WHEREAS, the parties hereby acknowledge and expressly agree that the terms and conditions of the RFQ and Mercy’s Response apply to this Agreement and are incorporated herein by reference; and

WHEREAS, the County desires Mercy to serve as the Sponsor/Developer for the Homeless Stabilization Program Strategy under the County’s SHIP Program to provide assistance to individuals and families who reside in the County to gain and maintain stable rental housing, including eviction prevention as well as rapid rehousing in accordance with the LHAP Strategy; and

WHEREAS, Mercy desires to serve as the Sponsor/Developer for the Homeless Stabilization Program Strategy in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

SECTION 1. THE PROGRAM AND SERVICES

- (a) The above recitals are true and correct and are incorporated herein by reference.
- (b) Mercy shall serve as the Sponsor/Developer for the Homeless Stabilization Program Strategy under the County’s SHIP Program (the “Program”). The Scope of Services to be performed by Mercy as Sponsor/Developer of the Program include those set forth in the RFQ Scope of Services attached hereto as **Attachment A** and incorporated herein by reference along with the County’s SHIP Program’s LHAP, as it may be amended from time to time, incorporated herein by reference (the “Services”).

(c) The intent of the Program is to assist families and individuals, who reside in Clay County to gain and maintain stable rental housing. Financial assistance will only be provided to families or individuals who would otherwise be homeless or at risk of becoming homeless. This Program targets two populations of persons facing housing instability: (1) families who are still housed but are at imminent risk of becoming homeless (Eviction Prevention) and (2) families who are already homeless (Rapid Rehousing Assistance/Rent Subsidies). As part of its Services, Mercy shall identify and qualify applicants that meet the requirements and eligibility criteria as set forth in the Program.

1. Eviction Prevention. Eviction Prevention is an approach to help those tenants in danger of being evicted from their current occupied rental unit because of late payment or non-payment of rents. Eviction Prevention funds/subsidies will be provided for households with at least one member who is a person with special needs as defined in Section 420.004, Florida Statutes, or a person who is homeless as defined in Section 420.621, Florida Statutes, at the time the person initially qualified for a rent subsidy. Rental rate limits are published annually by Florida Housing, and rental rate will automatically adjust to the rent limits published upon the effective dates of such rates. The period of Eviction Prevention funds/subsidies will not exceed 6 months for any eligible household or person. Eviction Prevention funds/subsidies shall not exceed \$10,000.00 per eligible household, and may only be used once in an individual's lifetime.
2. Rapid Rehousing Assistance/Rent Subsidies. Rapid Rehousing is an approach to help people who are homeless move into permanent housing as quickly as possible. The SHIP Program, in an effort to assist individuals and families who are homeless or at risk of becoming homeless, will use SHIP Funds to provide the upfront funds for households to obtain quality, safe, decent and affordable rental housing. The household must have the income to afford the monthly rental payments after the assistance ends. SHIP Funds will be used to pay for items such as first month's rent, security deposit, utility connection and start up fees. Rental rate limits are published annually by Florida Housing, and rental rate will automatically adjust to the rent limits published upon the effective dates of such rates. The monthly rental fees will be paid for no more than one (1) year.

(d) Mercy shall perform the Services using the degree of care and skill ordinarily exercised by like professionals performing the same services under the same conditions in the same geographic area and in compliance with all applicable laws ("Standard of Care").

(e) In entering into this Agreement, Mercy represents that it now has or will secure all personnel required to perform all Services under this Agreement. Mercy shall assign such personnel as are necessary to assure faithful prosecution and timely delivery of the Services pursuant to the requirements of this Agreement. Mercy shall ensure that the personnel assigned to perform the Services shall comply with the terms of this Agreement. Mercy shall ensure that all personnel assigned to perform the Services are fully qualified and capable to perform their assigned tasks.

(f) In performance of the Services, Mercy is bound by and shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes, including, but not limited to,

Sections 420.907-420.9079, Florida Statutes, 67-37, Florida Administrative Code, and the County's ordinances and regulations applicable to the SHIP Program. Any express reference in this Agreement to a particular statute, rule, standard, ordinance or regulation in no way implies that no other statute, rule, standard, ordinance, or regulation applies. Any violation of these laws, rules, standards, and regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement upon delivery of written notice of termination to Mercy as outlined herein.

(g) To the extent that Mercy receives assistance from other federal, state or local programs in connection with the Program, Mercy is required to comply with any requirements specified by such other programs in addition to those of the SHIP Program. In the event the SHIP Program and such other programs have restrictions pertaining to the same matter, the more restrictive requirements shall take precedence. If the SHIP Program or such other programs are silent on an issue, the regulations or requirements of the program that address the issue shall apply.

(h) For purposes of this Agreement, the Administrator for the Clay County SHIP Program ("SHIP Administrator") will serve as the County's representative and administrator for this Agreement. All communications, documentation, and reports shall be provided to the SHIP Administrator on behalf of the County.

SECTION 2. REPORTING

(a) Mercy agrees to comply with any reporting obligations as required by the County. Mercy acknowledges that recipients of SHIP Funds must complete financial, performance, and compliance reporting as may be required by the State, Florida Housing, and the SHIP Program.

(b) In entering into this Agreement, Mercy acknowledges that it has the administrative capacity to provide all necessary income and demographic documentation by May 30 of the year monies are expended, or other date as may be designated, in order to meet the state statutory requirement of the SHIP Program relating to beneficiaries, units assisted and state statutory deadline for expending SHIP Funds.

(c) Mercy shall provide such reports and information relating to the Program and Grant Funds as requested by the County, which shall contain certain metrics and documentation in accordance with the SHIP Program. These reporting metrics and documentation shall include, but not be limited to, the following:

1. Identification of qualified applicants and assistance and services provided to the qualified applicants.
2. Verification records that document the eligibility of an applicant and demonstrate how they qualify for the Program.
3. Status and progress of the rehabilitation of qualified applicants under the Program.
4. Expenditure information of the Grant Funds.
5. Any additional documentation or reporting metrics as may be required under the SHIP Program or as requested by the County.

(d) When requested by the County, or at least annually, Mercy shall provide to the County reports detailing the persons and families assisted, which shall include statistical information, demographic information, income information and such other information relevant to the implementation of the Program through this Agreement as required by applicable laws, rules, ordinances and regulations governing the SHIP Program, or as otherwise reasonably required by the County. The report shall also include an affidavit from an officer of Mercy that states something to the following effect:

1. All occupants satisfied the eligibility requirements of the Program throughout the period of occupancy.
2. No occupant has been provided rental assistance for longer than six (6) months, under the Eviction Prevention strategy and for no longer than one (1) year under the Rapid Rehousing strategy Assistance/Rent Subsidies strategy.
3. Each occupant receiving assistance under the Homeless Stabilization Program strategy shall also be actively participating in Mercy's Self-Sufficiency Program during the period of occupancy to the extent that the elements thereof were applicable to them.

SECTION 3. ADDITIONAL SERVICES AND FEES

(a) If the County identifies or Mercy recommends any additional services to be provided by Mercy that are not covered under the Agreement but are beneficial to the SHIP Program, such additional services, including scope, timing, and fees of any additional services must be mutually agreeable between the County and Mercy and authorized in writing by the County.

SECTION 4. TERM

(a) The term shall begin on the Effective Date and shall remain in effect for a period of three (3) years from the Effective Date. The Agreement may be renewed for two (2) additional one (1) year periods only upon subsequent written agreement of the parties.

(b) The parties hereto mutually understand and agree that time is of the essence in the performance of Services under the Program. Mercy agrees to timely perform the Services as provided for in this Agreement.

SECTION 5. GRANT FUNDS

(a) The County approves the award of a SHIP Grant to Mercy in the total amount of \$300,000.00 to be paid by the County in accordance with the provision below from SHIP Funds under the Homeless Stabilization Program Strategy ("Grant Funds"). Mercy shall expend the Grant Funds for the exclusive purpose of assisting families and individuals who reside in the County in gaining and maintaining stable rental housing, including Eviction Prevention and Rapid Rehousing Assistance/Rent Subsidies. Payment will be governed by the Local Government Prompt Payment Act. In no event shall the County's financial responsibility exceed the Grant Funds amount stated in this provision throughout the term of this Agreement.

(b) The Grant Funds will be disbursed to Mercy in increments of up to \$100,000.00 per year during the three year term of this Agreement upon the County's receipt of a disbursement request submitted by Mercy. Mercy may submit disbursement requests to the County no more than once a month. The disbursement request must state the amount requested along with a summary of how the requested Grant Funds will be used. Upon approval by the SHIP Administrator on behalf of the County, the County shall disburse the requested amount from the Grant Funds. Mercy must submit monthly reports to the County stating the amount expended and the amount remaining from the disbursement as of the date of the report. The report must indicate that the use of the Grant Funds was for eligible expenses in accordance with the SHIP Grant and the Program. The report shall include, but not be limited to, a description and summary of the expenditures and the following records: invoices, purchase orders, proof of purchase, proof of payment for rent, electric and water services, and such other costs directly incurred by Mercy, vendor contracts, bids or quotes (if necessary), photographs of projects (if applicable), budget spreadsheet listing the date, brief description, and cost for each eligible expense, activity logs documenting number of individuals/households served, payments made, and any other supporting documentation for each expense. Mercy must provide any additional records, updates, or information that may be requested by the County.

(c) Any Grant Funds not used or any amount paid in excess of the Grant Funds awarded to Mercy under this Agreement must be refunded to the County.

(d) Grant Funds may not be used directly or indirectly for any of the following purposes:

1. As a pledge of the debt service on bonds.
2. To pay interest on borrowing, bond discounts, costs of financing and refinancing operations, and legal and professional fees, excluding the case management services required in this Agreement.
3. For office expenses, salaries or other overhead expenses, excluding project delivery costs for Case Management Consultation required in this Agreement
4. To pay or reimburse losses from uncollectible accounts or other claims and related costs.
5. To pay costs or fines resulting from violations or failure to comply with federal, state and local laws and regulations.
6. To pay contributions to a contingency reserve or any similar provisions for unforeseen events.
7. To fund or pay for construction or rehabilitation of rental housing:
8. To purchase, rehabilitate, or repair mobile homes.

(e) In addition to the Grant Funds, Mercy shall be allowed to recover five percent (5%) of the \$10,000.00 award per household to be used as project delivery costs to pay for Case Manager Consultation.

(f) If the Agreement is terminated for cause, or Mercy fails to submit the required records, or a review of the records or an audit shows that all or any portion of the Grant Funds disbursed were not spent on eligible expenses in accordance with the conditions of and strict compliance with the SHIP Grant and this Agreement and any amendments thereto, Mercy will be held liable for reimbursement to the County of all Grant Funds inclusive of the 5% of the \$10,000.00 award per

household not spent in accordance with the applicable regulations and Agreement provisions within thirty (30) days after the County has notified Mercy of such non-compliance, and Mercy shall no longer be eligible to receive any Grant Funds through the County under this Agreement.

SECTION 6. INSURANCE

(a) Mercy shall maintain throughout the term and during any renewal or extension term(s) of this Agreement or as required herein insurance of the following types and with such terms and limits:

Insurance Type	Limits
Commercial General Liability (including premises operations, and contractual liability)	\$1,000,000 General Aggregate \$1,000,000 Products/Comp.Ops.Agg. \$1,000,000 Personal/Advertising Injury \$1,000,000 Each Occurrence \$ 50,000 Damage to Rented Premises \$ 5,000 Medical Expenses (any one person)
Automobile Liability (all automobiles-owned, hired or non-owned)	\$1,000,000 Combined Single Limit with bodily injury/property damage, with minimum limits for all additional coverages
Workers Compensation Employers Liability	Statutory limits \$100,000 Each Accident \$500,000 Disease Policy \$100,000 Disease-Each Employee

(b) Providing and maintaining adequate insurance coverage is a material obligation of Mercy. Either prior to, or simultaneously with the execution of this Agreement, Mercy must deliver certificates of insurance for the required insurance coverage to the County’s Purchasing Department. The certificates of insurance for the required coverages, other than workers compensation, employers liability, and professional liability, shall add **“Clay County, a political subdivision of the State of Florida; and The Board of County Commissioners, Clay County, Florida, its employees, boards and commissions, as their interests may appear”** as **“Additional Insured.”** Mercy must provide confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement or any Work Order. Mercy shall provide thirty (30) day prior written notification to the County’s Purchasing Department in the event coverage is cancelled, modified, or non-renewed. If any required insurance coverage is cancelled, terminated or revoked, Mercy shall immediately suspend its operations until replacement insurance is obtained and verified.

SECTION 7. INDEMNIFICATION; SOVEREIGN IMMUNITY

(a) Mercy shall fully and completely indemnify, protect, defend and hold the County and its respective officers, employees and agents free and harmless from and against any and all losses,

penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, or actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance by Mercy as the Sponsor/Developer for the Program. Without limiting the generality of the foregoing, any and all such claims including, but not limited to, those for personal injury, death, damage to or destruction of property, defects in materials or workmanship, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, shall be included in the indemnity hereunder. Mercy shall further investigate, handle, respond to and provide defense on behalf of the County, including payment of attorney's fees through and including any appeal, and defend any such claim at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are groundless, false, or fraudulent. Legal counsel provided to defend the County under this provision shall be subject to the approval of the County. The indemnification in this provision of the part of Mercy shall extend to any and all work performed by Mercy, its subcontractors, employees, agents, servants or assigns, and to contractual liability arising out of agreements with any applicants, occupants, or third parties. With respect to any and all claims against the County, or any of its respective agents or employees, by any employee of Mercy, any subcontractor of Mercy, by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable, the indemnification under this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Mercy or any such subcontractor under workers' compensation laws, disability benefit laws or employee benefit laws. The indemnification under this provision shall not be limited in any way whatsoever by any limitation on the amount or type of insurance coverage obtained by Mercy.

(b) The County does not agree to and shall not indemnify Mercy or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of, or modification to, the County's sovereign immunity protections.

(c) The provisions in this Section shall survive the termination or expiration of this Agreement.

SECTION 8. TERMINATION

(a) The County may terminate this Agreement for cause at any time if Mercy (1) breaches any provision of this Agreement (including without limitation reporting requirements), (2) fails to comply with any applicable state or federal law or regulation applicable to the Grant Funds and/or Program; or (3) makes a false representation or certification under this Agreement. The County make seek and pursue any and all remedies available to the County for breach and/or default by Mercy under this Agreement.

(b) The County shall provide Mercy with written notice of termination of this Agreement setting forth the reason(s) for termination. The termination of this Agreement shall be effective as of the date such notice of termination is sent by the County. Any unspent Grant funds shall be

immediately returned to the County. Any expended Grant funds may be subject to recoupment as set forth in Section 5.

(c) This Agreement is not a general obligation of the County, nor does it constitute a pledge of the full faith and credit of the County, but shall be a commitment only as to the SHIP Funds. In the event there are insufficient moneys available in the Florida Housing Assistance Trust Fund from which the County will be able provide the Grant Funds, the County may declare this Agreement terminated, whereupon the County will have no further commitments under this Agreement and shall not be considered in breach thereof.

(d) Termination of this Agreement or a portion hereof under the provisions incorporated herein shall not relieve Mercy of its responsibilities for the completed portion or concerning any just claims arising out of the Services performed.

SECTION 9. REMEDIES

(a) The parties will attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement.

SECTION 10. AUDIT OF RECORDS

(a) Mercy must demonstrate financial accountability standards that permit the County to account for and audit the SHIP Funds utilized in order to meet the state statutory requirement of the SHIP Program relating to beneficiaries and units assisted.

(b) All records connected with this Agreement must be retained for a period of at least five (5) years after the Agreement ends or terminates, whichever occurs first. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes.

(c) All records, expenditures, and payments under this Agreement are subject to examination and/or audit by the County, State Department of Economic Opportunity, State Comptroller, the SHIP Program, the HFA, and Florida Housing, or their authorized representatives to ensure compliance with this Agreement and with the applicable laws, rules, ordinances and regulations governing the SHIP Program.

(d) Mercy shall comply with the policies, guidelines, and requirements of the Office of Management and Budget (OMB) Circulars A-110 and A-122, or the subsequent versions of the same, which are incorporated by reference into this Agreement, as they relate to the receipt and use of SHIP Funds.

(e) The provisions in this Section shall survive the termination or expiration of this Agreement.

SECTION 11. SHIP FUNDS

(a) No person who is an employee, agent, consultant, officer, or elected officer or appointed official of the County or of Mercy who exercises any functions or responsibilities with respect to activities assisted with SHIP Funds, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from an activity assisted by or benefitted from SHIP Funds, or have a financial interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, as such are defined in Chapter 112, Part III, Florida Statutes, during their tenure or for one year thereafter.

(b) Mercy shall not use the Grant Funds to directly or indirectly support, defeat or influence the outcome of any federal, state or local election, referendum, initiative or similar ballot measure, or use SHIP Funds for the introduction, enactment or modification of any pending federal, state or local legislation.

(c) Mercy certifies that no SHIP Funds have been paid, or will be paid, by or on behalf of Mercy, to any person for the purpose of influencing or attempting to influence an officer or employee of the Florida Legislature, or an employee of the Florida Legislature or of a member thereof in connection with the awarding of any state or local contract, the making of any state or local grant, the making of any state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any state contract, grant, loan or cooperative agreement.

(d) Mercy certifies that if any funds other than SHIP Funds have been paid or will be paid to any persons for influencing or attempting to influence an officer or employee of any governmental or quasi-governmental agency, a member of the Florida Legislature, an officer or employee of the Florida Legislature, or any employee of a member of the Florida Legislature in connection with this Agreement, Mercy shall complete and submit to the County Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

SECTION 12. DISCRIMINATION PROHIBITED

(a) In performance of this Agreement, Mercy shall not discriminate on the basis of race, color, religion, national origin, sex, familial status, or disability.

SECTION 13. PUBLIC RECORDS

(a) Mercy acknowledges the County's obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. Mercy acknowledges that the County is required to comply with the Public Records Laws in the handling of the materials created under the Agreement and that the Public Records Laws control over any

contrary terms in the Agreement. In accordance with the requirements of Section 119.0701, Florida Statutes, Mercy covenants to comply with the Public Records Laws, and in particular to:

- a. Keep and maintain public records required by the County to perform the Services required under the Agreement;
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Mercy does not transfer the records to the County; and,
- d. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Mercy or keep and maintain public records required by the County to perform the Services. If Mercy transfers all public records to the County upon completion of the Agreement, Mercy shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Mercy keeps and maintains public records upon completion of the Agreement, Mercy shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

(b) Mercy's failure to comply with the requirements of this Section shall be deemed a material breach of this Agreement, for which the County may terminate the Agreement immediately upon written notice to Mercy.

(c) Mercy acknowledges the provisions of Section 119.0701(3)(a), Florida Statutes, which, as applicable to the County and Mercy, require as follows:

- a. A request to inspect or copy public records relating to the Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify Mercy of the request, and Mercy must provide the records to the County or allow the records to be inspected or copied within a reasonable time.
- b. If Mercy does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the Agreement.
- c. If Mercy fails to provide the public records to the County within a reasonable time, Mercy may be subject to penalties under Section 119.10, Florida Statutes.

IF MERCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO MERCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 278-4754, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

SECTION 14. TAXES

(a) In that the County is a governmental agency exempt from sales and use taxes, the County shall pay no such taxes, any other provisions of this Agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.

SECTION 15. APPROPRIATED FUNDS

(a) Any other provisions of this Agreement to the contrary notwithstanding, the County’s obligation to make any and all payments of the Grant Funds to or on behalf of Mercy are expressly conditioned upon receipt of an authorization to expend the SHIP Funds for such purpose from the State of Florida and upon specific annual appropriation by the County. Mercy acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to pay the Grant Funds arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

SECTION 16. NOTICE

(a) All notices given under this Agreement shall be in writing and shall be deemed to have been duly given (a) when delivered by hand, (b) two days after having been delivered to Federal Express, UPS, Airborne or another recognized overnight courier or delivery service, or (c) five days after having been deposited into the United States mail, by registered or certified mail, return receipt requested, postage prepaid, to the respective parties at their respective addresses set forth below:

To Mercy:

Mercy Support Services, Inc.
515 College Drive
Middleburg, FL 32068
Attention: R. Patrick Hayle,
Executive Director/CEO

To County c/o:

Clay County SHIP Program
P.O. Box 1366
Green Cove Springs, FL 32043
Attention: Theresa Sumner,
SHIP Program Administrator

In the event that different addresses or representatives are designated by either party after execution of this Agreement, notice of the name, title, and address of the respective party will be provided to the other party.

SECTION 17. SUSPENSION AND DEBARMENT

(a) By execution of this Agreement, Mercy certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency.

SECTION 18. PUBLIC ENTITIES CRIMES/CONVICTED VENDOR LIST

(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

(b) By signing this Agreement, Mercy represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this Section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from the County's competitive procurement activities.

(c) In addition to the foregoing, Mercy further represents that there has been no determination, based on an audit, that it or any subcontractor has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Mercy has been placed on the convicted vendor list.

(d) Mercy will promptly notify the County if it or any subconsultant of Mercy is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.

SECTION 19. INDEPENDENT CONTRACTOR

(a) In the performance of its covenants and obligations under this Agreement, Mercy will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture or associate of the County. Mercy shall be solely responsible for the means, methods, techniques, sequences and procedures utilized by Mercy in the full performance of and to comply with the terms of this Agreement. Neither Mercy nor any of its employees, officers, agents or other individual directed to act on behalf of Mercy for any act related to this Agreement shall represent, act as, purport to act as, or be deemed to be the agent, representative, employee or servant of the County.

SECTION 20. NO ASSIGNMENT

(a) Mercy shall not assign or otherwise transfer, in whole or in part, any of its rights, duties, or obligations under this Agreement to any other party without the prior written consent of the County, which consent may be withheld by the County for any or no reason. Any such assignment attempted by Mercy without such prior written consent shall be null and void. If Mercy attempts to assign any such rights or duties without securing such prior written consent, this Agreement may be declared in default and terminated by the County as provided herein.

SECTION 21. NO THIRD-PARTY BENEFICIARIES

(a) Any other provisions of this Agreement to the contrary notwithstanding, no third-party beneficiaries are intended or contemplated under this Agreement, and no third-party shall be deemed to have rights or remedies arising under this Agreement or such documents against either party to this Agreement.

SECTION 22. CONFLICT OF INTEREST

(a) Throughout the term of this Agreement, Mercy must not accept nor perform any other employment, assignments of contracts nor obligations that would conflict with Mercy's duties and obligations provided under this Agreement.

SECTION 23. AMENDMENT OR MODIFICATION OF AGREEMENT

(a) The Agreement may only be modified or amended upon mutual written agreement of the County and Mercy. No oral agreements or representation shall be valid or binding upon either party.

SECTION 24. FURTHER ASSURANCES

(a) Each of the parties shall cooperate with one another, shall do and perform such actions and things, and shall execute and deliver such agreements, documents and instruments, as may be reasonable and necessary to effectuate the purposes and intents of this Agreement. Mercy further agrees to execute such documents as the County may reasonably require.

SECTION 25. GOVERNING LAW AND VENUE

(a) The terms and conditions hereof, and the subsequent performance hereunder, shall be construed and controlled exclusively in accordance with the laws of the State of Florida, that jurisdiction shall be limited to the courts of the State of Florida, and that venue shall lie exclusively in Clay County, Florida.

SECTION 26. ATTORNEYS' FEES

(a) In the event either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of this Agreement or regarding the rights, remedies, or obligations of the parties arising under this Agreement, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other party's claims, shall be entitled to an award of reasonable attorney's fees, costs, and expenses against the other party, including fees, costs, and expenses incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal. Nothing contained herein is intended to serve as a waiver of sovereign immunity and extend the County's liability beyond the limits established in Section 768.28, Florida Statutes.

SECTION 27. WAIVER

(a) No waiver by the County of any breach of any provision of this Agreement by Mercy shall constitute a waiver of any other breach of either the same provision or of any other provision by Mercy. The failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof or any other provisions.

SECTION 28. SEVERABILITY

(a) If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

SECTION 29. HEADINGS

(a) The headings contained in this Agreement are for reference purposes only and shall not be deemed to expand, limit or change any or all the provisions hereof.

SECTION 30. COUNTERPARTS

(a) The Agreement may be executed in one or more counterparts and by the separate parties in separate counterparts, each of which shall be deemed to constitute an original and all of which shall be deemed to constitute the one and the same agreement.

SECTION 31. ENTIRE AGREEMENT

(a) This Agreement represents the entire agreement between the parties for the provision of the Services. No understanding, statement, representation, writing, agreement, course of conduct or course of action by the parties or the authorized representatives of the parties, which is not expressed in this Agreement shall be valid.

SECTION 32. AUTHORITY

(a) The parties to this Agreement agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties to the Agreement represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

MERCY SUPPORT SERVICES, INC.

By: *R. Patrick Hayle*
By: [R. Patrick Hayle \(Jul 25, 2022 16:12 EDT\)](#)

Print Name: R. Patrick Hayle

Print Title: Executive Director/CEO



CLAY COUNTY, a political subdivision of the State of Florida

By: *WFBolla*
By: [WFBolla \(Jun 21, 2022 16:09 EDT\)](#)

Wayne Bolla
Its Chairman

ATTEST:

Tara S. Green

Tara S. Green
Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board

ATTACHMENT A

RFQ No. 21/22-41, SPONSOR/DEVELOPER FOR HOMELESS STABILIZATION UNDER THE CLAY COUNTY SHIP PROGRAM

PURPOSE

The Clay County State Housing Initiatives Partnership (“SHIP”) is seeking qualifications from agencies, not-for-profit organizations, continuum of care agencies or entities having experience in homeless prevention (“Sponsor/Developer”) to provide homeless stabilization. This request is for agencies, not-for-profit organizations, continuum of care agencies or entities having experience in homeless prevention to submit credentials and qualifications to the Clay County SHIP Program for consideration.

GENERAL INFORMATION

This RFQ contains instructions governing the proposals to be provided, requirements which must be met for eligible consideration, general evaluation criteria, and other requirements to be met by each proposer.

Qualifications should be simple and provide a straight-forward, concise description of the Sponsor/Developer's ability to meet the requirements of the RFQ.

To be considered, Sponsor/Developers must submit a complete response to this RFQ using the format provided. Qualifications must be signed by an official authorized to bind the Sponsor/Developer to its provisions.

The County, by ordinance, adopted a Local Housing Assistance Plan (the “LHAP” in accordance with Rule 67-37, Florida Administrative Code, as a part of the SHIP Program which contains a Homeless Stabilization strategy to provide funding to a Sponsor/Developer who provides assistance to families and individuals who reside in Clay County who would otherwise be homeless or at risk of becoming homeless.

The intent of the Homeless Stabilization Program is to assist families and individuals, who reside in Clay County, to gain and maintain stable rental housing. Financial assistance will only be provided to families or individuals who would otherwise be homeless or at risk of becoming homeless. This program targets two populations of persons facing housing instability: Families who are still housed but are at imminent risk of becoming homeless (**Eviction Prevention**) and families who are already homeless (**Rapid Rehousing**). Verification and documentation of the applicant’s risk of imminent homelessness or actual homelessness will be relied upon by the continuum of care agency referral.

This program assistance is not intended to provide long-term support for program Participants, but instead is part of a plan made in partnership with the family and agency partners/sponsors to help households regain stability and self-sufficiency.

Homeless is defined by Florida Statute 420.621 as:

“Homeless,” applied to an individual, or “individual experiencing homelessness” means an individual who lacks a fixed, regular, and adequate nighttime residence and includes an

individual who:

- (a) Is sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason;
- (b) Is living in a motel, hotel, travel trailer park, or camping ground due to a lack of alternative adequate accommodations;
- (c) Is living in an emergency or transitional shelter;
- (d) Has a primary nighttime residence that is a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings;
- (e) Is living in a car, park, public space, abandoned building, bus or train station, or similar setting; or
- (f) Is a migratory individual who qualifies as homeless because he or she is living in circumstances described in paragraphs (a)-(e).

Eviction Prevention. SHIP funds will be provided to those tenants in danger of being evicted from their current occupied rental unit because of late payment or non-payment of rents. Eviction Prevention subsidies will not exceed six (6) months. Eviction Prevention Subsidies will be provided for households with at least one member who is a person with special needs as defined in Section 420.004, F.S., or a person who is homeless as defined in Section 420.621, F.S., when the person initially qualified for a rent subsidy. Rental rate limits are published annually by the Florida Housing Finance Corporation (FHFC), and rental rate will automatically adjust to the rent limits published upon the effective dates of such rates. The period of rental subsidy will not exceed 6 months for any eligible household or person. Eviction Prevention Funds shall not exceed \$10,000.00 per eligible household, and may only be used once in an individual's lifetime.

Rapid Rehousing – Rapid Rehousing is an approach to help people who are homeless move into permanent housing as quickly as possible. The SHIP Program, in an effort to assist individuals and families who are homeless or at risk of becoming homeless, will use SHIP funds to provide the upfront funds for households to obtain quality, safe, decent and affordable rental housing. The household must have the income to afford the monthly rental payments after the assistance ends. SHIP Funds will be used to pay for items such as first month's rent, security deposit, utility connection and start up fees. Rental rate limits are published annually by the Florida Housing Finance Corporation (FHFC), and rental rate will automatically adjust to the rent limits published upon the effective dates of such rates. The monthly rental fees will be paid for no more than one (1) year.

Five percent (5%) of the \$10,000 award per household will be used as project delivery costs. The Sponsor/Developer should have a mission to end homelessness and to promote self-sufficiency and will provide Case Manager Consultation.

The County will consider option of providing advanced payment due to estimated County resident needs subject to contract time.

ELIGIBILITY/QUALIFICATIONS

1. Must have similar experience with other public entities, preferably entities of similar size, complexity, and magnitude is required.

2. Background information should be furnished as applicable, regarding the size of agency, personnel and qualifications (particularly of the agent/representative who will serve the County), services, etc. State the expected frequency of agent/representative service contact.

3. The Sponsor/Developer should:

- Be an agency, not-for-profit organization, continuum of care agency or an entity having proof of experience providing assistance to homeless and those in danger of being homeless in Clay County;
- Sponsor/Developer has its main office headquartered in Clay County;
- Sponsor/Developer main focus is homeless prevention and rapid rehousing in Clay County;
- The length of time the organization (minimum of three (3) years has been operating in Clay County;
- Experience in the development of plans to assist the homeless and those in danger of being homeless;
- Financial stability of the organization;
- Sponsor must have successfully completed projects similar in nature to those being developed and in a timely manner, thus demonstrating capacity to develop a plan to assist the homeless and those in danger of being homeless;
- The Sponsor must demonstrate financial accountability standards that permit the Clay County SHIP Program Administrator to account for and audit the SHIP funds utilized in order to meet the state statutory requirements of the SHIP Program relating to beneficiaries and units assisted;
- Must have the administrative capacity to provide all necessary income and demographic documentation in order to meet the state statutory requirements of the SHIP Program relating to beneficiaries, units assisted and state statutory deadline for expending SHIP Program funds;
- The Agency should have prior applicable grant experience;
- Should have prior experience in identifying appropriate and accessible permanent housing;
- Assisting in individualized short-term financial assistance and short-term case management.

Submitters should provide a narrative setting forth the key reasons they should be qualified by the County. The narrative should emphasize issues that make your firm unique.

CONTRACT TERM

The contract shall remain in effect for a period of three (3) years, from the date of award by the Clay County Board of County Commissioners, with the County reserving the right and option to extend the RFQF for two (2) additional periods of twelve (12) months each, if such is agreeable with the successful bidder and the County.

SCOPE OF SERVICES

1. Sponsor/Developer will identify and qualify applicants within their program that meet the requirements as set out in the Clay County SHIP Program's Homeless Stabilization Strategy.
2. Sponsor/Developer will meet with landlords to mediate solutions to late payments or non-payments of rent.
3. Sponsor/Developer will secure housing for the applicant who is seeking assistance under Rapid Rehousing Issue.
4. Sponsor/Developer will provide case management to the applicant to assist with employment or other means of increasing income,
5. Case Management should provide a "Housing Plan" for each applicant and assist the applicant in obtaining those goals.
6. Case Management should provide for a positive transition for the applicant back to self-sufficiency.

ADDITIONAL SERVICES

If the County identifies any additional services or projects to be provided by the Consultant that are not covered under the agreement that are beneficial to the County, such additional services shall be mutually negotiated between the County and the Consultant.