

CONTRACT

THIS CONTRACT ("Contract"), effective as of the 1st day of December, 2015, is made by and between the City of Orlando, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as the "City" and Health Care Center for the Homeless, Inc., hereinafter referred to as "HCCH" or the "Contractor".

WITNESSETH

WHEREAS, the City desires to advance the City's Housing First goals for assisting chronically homeless persons in their transition to permanent supportive housing; and

WHEREAS, the City recognizes that there are many barriers to overcome related to moving chronically homeless persons into permanent supportive housing; and

WHEREAS, these barriers include a lack of available funding to assist the chronically homeless with ancillary costs of moving into permanent supportive housing which can undermine the success of such moves; and

WHEREAS, the City desires to have HCCH design and administer a program ("Barrier Buster Program") to address these unmet needs and increase successful outcomes;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

I. SCOPE

The Contractor is to perform the work ("Work") as defined in the Contractor's proposal to the City ("Proposal"), which Proposal is comprised of three exhibits, Exhibit "A" Scope of Services, Exhibit "B" Budget, and Exhibit "C" Progress and Financial Reporting. Each of said exhibits are attached hereto and incorporated herein by this reference as Appendix One to this Contract. Unless otherwise specified herein or in the Proposal, the Contractor is to furnish all materials, tools, equipment, manpower, and consumables to complete the Work.

II. TERM OF CONTRACT

The term of this Contract shall commence on December 1, 2015, and end on December 30, 2016.

III. COMPENSATION; PROGRAM FUNDING

The Contractor agrees to perform the Work and provide the services and materials as specified in its Proposal to the City for the administrative processing fee specified in said Proposal. Funding for valid Barrier Buster Program project costs shall be provided to

Contractor by the City on a reimbursement basis after receipt of an invoice by Contractor and all required supporting documentation and information to validate the invoiced costs. Invoices for project costs and Contractor's processing fee shall be made not more frequently than monthly. The total amount of all costs, fees, expenses and charges of any type to the City under this Contract shall not exceed One Hundred Twenty One Thousand Two Hundred Dollars (\$121,200).

V. PAYMENT

All invoices received by the City are payable within thirty (30) days from receipt, provided they have first been approved by the using department, and such department has accepted the Work. The City reserves the right, with justification, to partially pay any invoice submitted by the Contractor when requested to do so by the using department. Unless otherwise instructed by the City, all invoices shall be directed to the Accounts Payable Section, City of Orlando, 400 South Orange Avenue, Orlando, Florida, 32801-3302.

NOTE: ALL INVOICES MUST CLEARLY INDICATE THE CITY CONTRACT NUMBER AS STATED HEREIN.

VI. FISCAL YEAR FUNDING APPROPRIATION

A. Specified Period

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by City Council of funds therefor.

B. Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the Contract may be canceled by the City upon written notice to the Contractor and the City shall be liable for the payment of all Work properly performed prior to the effective date of termination.

VII. GENERAL CONDITIONS

A. Patents and Copyrights

The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the City against any

claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Contract, constitutes an infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against the City.

B. Termination for Default

1. The performance of Work under this Contract may be terminated by the City's Chief Procurement Officer, in whole or in part, in writing, whenever the Chief Procurement Officer shall determine that the Contractor has failed to meet the performance requirements of this Contract.
2. The Chief Procurement Officer has a right to terminate for default if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the Work within the time specified in the Contract, or if the Contractor fails to perform any other provisions of the Contract.

C. Termination for Convenience

The City's Chief Procurement Officer may terminate the Contract for convenience with advance written notice to the Contractor. In the event of such a termination by the City, the City shall be liable for the payment of all Work properly performed prior to the effective date of termination.

D. Warranty

If the Contractor is notified in writing of a fault, deficiency or error in the Work provided within one (1) year from completion of the Work, the Contractor shall, at the City's option, either reperform such portions of the Work to correct such fault, defect or error, at no additional cost to the City, or refund to the City, the charge paid by the City, which is attributable to such portions of the faulty, defective or erroneous Work, including the costs for reperformance of the work provided by other Contractors.

E. Time of Completion

The parties understand and agree that time is of the essence in the performance of this Contract. The Contractor or City, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, or any

other causes, contingencies or circumstances not subject to the Contractor's or City's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the Contractor's or City's contractual obligations, respectively. Any such causes of delay, even though existing on the date of the Contract or on the date of the start of Work, shall extend the time of the Contractor's or City's performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the City's Chief Procurement Officer may at her discretion, cancel this Contract for the convenience of the City.

F. Indemnification and Insurance

1. Indemnity

The Contractor hereby agrees to indemnify and hold harmless the City, its officers, agents, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and costs of actions, including attorneys' fees for trial and on appeal, and for the preparation of same arising out of the Contractor's, its officers', agents', and employees' acts, or omissions associated with this Contract.

2. Insurance.

- a. General Insurance Requirements. Upon execution of this Contract, Contractor shall provide the City with the required Certificate(s) of Insurance in a form(s) acceptable to the City. The Certificate(s) of Insurance shall demonstrate that the Contractor has coverage in accordance with the requirements set forth herein. Insurance coverage must be in force throughout the Contract term. Should Contractor fail to maintain insurance as required or to provide acceptable evidence of insurance within seven (7) days prior to the expiration date of an insurance policy, the City shall have the absolute right to terminate this Contract without any further obligation to the Contractor. In such event the Contractor shall be liable for the entire additional cost of procuring performance plus the cost of performing the incomplete portion of the contract at the time of termination.
- b. Subcontractors. Unless expressly specified otherwise herein or in the

City's Request for Proposals, Contractor and its subcontractors of all tiers will be required at their own expense to maintain in effect at all times during the performance of the Work insurance coverages with limits not less than those set forth below with insurers and under forms of policies satisfactory to the City. It shall be the responsibility of the Contractor to maintain the required insurance coverages and to assure that subcontractors maintain required insurance coverages at all times. Failure of Contractor to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation. The requirements specified herein as to types, limits, and City's approval of insurance coverage to be maintained by a Contractor and its subcontractors are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor and its subcontractors under a contract. Any insurance carried by the City that may be applicable shall be deemed to be excess insurance and the Contractor's insurance primary for all purposes despite any conflicting provision in the Contractor's policies to the contrary.

- c. Certificates of Insurance. Prior to commencing work at the jobsite, and as a condition precedent to the Contractor's and his subcontractors' initiation of performance, the Contractor and its subcontractors shall furnish the City with certificates of insurance as evidence that policies providing the required coverage and limits of insurance are in full force and effect. The certificates shall provide that any company issuing an insurance policy for the work under a contract shall provide not less than thirty (30) days advance notice in writing to the City prior to cancellation, termination, or material change of any policy of insurance (except for notice of non-payment of premium for which not less than ten (10) days advance notice in writing shall be required). In addition, the Contractor shall immediately provide written notice to the City upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied, including certification that the policies are of the "occurrence" type. Certificates of insurance for a

Contractor and subcontractor-furnished insurance and notices of any cancellations, terminations, or alterations of such policies shall be mailed to the attention of the Procurement and Contracts Division at the street address set forth for above for the submission of invoices.

- d. Additional Insureds. All insurance coverages furnished under a contract except Workers' Compensation and Employers' Liability shall include the City and its officers, elected officials, and employees as additional insureds with respect to the activities of the Contractor and its subcontractors. The City shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies.
- e. Waiver of Subrogation. The Contractor and its subcontractors shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City, its officers, elected officials, agents and employees and against other Contractors and subcontractors.
- f. Types of Coverage to be Provided. The Contractor (and its subcontractors to the same extent and on the same terms as set forth below for Contractor) shall maintain the following coverages and furnish the certificate(s) of insurance on the policies and renewals thereof which indicate that insurance coverage has been obtained meeting the requirements of the contract.
 - (i) Workers' Compensation and Employer's Liability. This insurance shall protect the Contractor against all claims under applicable state workmen's compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees that, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall include an "all states" or "other states" endorsement. Exemption certificates shall be accepted if valid during the term of the contract, but only for those eligible corporate officers pursuant to Chapter 440 of the Florida Statutes. Proof of workers' compensation coverage must still be provided for all employees,

sub-contractors not eligible for exemption. The liability limits shall not be less than:

Workers' compensation: Statutory

Employer's Liability: \$100,000 each occurrence

- (ii) Comprehensive Automobile Liability. This insurance shall be written in comprehensive form and shall protect the Contractor and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicle, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. The liability limits shall not be less than:

Bodily injury and \$1,000,000 combined single

Property damage: limit each occurrence

- (iii) Commercial General Liability. This insurance shall be an "occurrence" type policy (excluding automobile liability) written in comprehensive form and shall protect the Contractor and the additional insureds against all claims arising from bodily injury, sickness, disease, or death of any person or damage to property of the City or others arising out of any act or omission of the Contractor or its agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual bodily injury liability coverage, a "contractual liability" endorsement to insure the contractual liability assumed by the Contractor under this Contract with the City, and "completed Operations and Products Liability" coverage (to remain in force for 2 years after final payment and subsequent to project completion). If the Contractor's work, or work under its direction, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property. The liability limits shall not be less than:

| | |
|-------------------|-----------------------------|
| Bodily injury and | \$1,000,000 combined single |
| Property damage: | limit each occurrence |

F. Acceptance

The City will be deemed to have accepted the Work after the City's Chief Procurement Officer is notified by the using City department of its satisfaction that the work for their respective department is completed.

G. Correction of Work

The Contractor shall promptly correct all Work rejected by the City as failing to conform to this Contract. The Contractor shall bear all costs of correcting such rejected Work.

H. Right to Audit Records

The City shall be entitled to audit the books and records of Contractor or any subcontractor to the extent that such books and records relate to the performance of the contract or any subcontract. The Contractor and its subcontractors shall retain and maintain financial records and other records relating to the contract for a period of five (5) years from the date of final payment under the contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract unless a shorter period is otherwise authorized in writing by the City. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 5-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 5-year period, whichever is later.

I. Time is of the Essence

The parties agree that time is of the essence in the completion of the Work called for under this Contract. The Contractor agrees that all Work shall be executed regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

J. Information

All information and data furnished to or developed for the City by the Contractor or its employees, pursuant to this Contract, excluding previously copy written materials, shall be the sole property of the City and all rights therein are reserved by the City, except that the Contractor may disclose any such information to its corporate affiliates and their agents. At any time during the term of the Contract

and extending after termination for the duration of the record retention period set forth in subsection H. above, Contractor shall provide the City such records and information regarding the Work performed as requested by the City in the format requested.

K. Extra Work

1. Requested by City

The City, without invalidating this Contract, may order changes in the Work within the general scope of this Contract consisting of additions, deletions, or other revisions, the Contract price and time being adjusted accordingly. All such changes in the Work ordered by the City shall be authorized by written Addendum to this Contract, and shall be executed under the applicable conditions of the Contract.

2. Additional Work Discovered by Contractor

If the Contractor plans to make a claim for an increase in the Contract price based upon new or unforeseen circumstances which result in the need for additional work outside the scope of the original Work, Contractor shall first before providing any additional goods or services related to such additional work give the City written notice thereof and secure the prior written approval of the City's Chief Procurement Officer. No claim for extra work will be considered valid by the City unless first submitted in writing and approved in writing by the Chief Procurement Officer.

L. Familiarity With The Work

The Contractor by executing this Contract, acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for any alleged misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Contract by the Contractor serves as its stated commitment to fulfill all the conditions referred to in this Contract.

M. Notices.

All notices required or permitted to be given under this Agreement shall be in writing and delivered to Contractor or the City at the addresses set forth below (or such other address as may hereafter be designated by such party in writing):

Notices to City shall be submitted to the following:

Chief Procurement Officer
Procurement and Contracts Division
Fourth Floor, Orlando City Hall
400 S. Orange Avenue
Orlando, Florida, 32801
Fax: (407) 246-2869

With a copy to:

Chief Financial Officer
City of Orlando
Fourth Floor, Orlando City Hall
400 S. Orange Avenue
Orlando, Florida, 32801
Fax: (407) 246-3712

Notices to Contractor shall be submitted to:

Bakari F. Burns, MPH, MBA
President and CEO
Health Care Center for the Homeless, Inc.
232 N. Orange Blossom Trail
Orlando, Florida, 32805
Fax: (407) 428-6204

Notices shall be either: (1) personally delivered (including delivery by Federal Express or other courier service) to the addresses set forth above, in which case they shall be deemed delivered on the date of delivery; (2) sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the date shown on the receipt unless delivery is refused or intentionally delayed by the addressee, in which event they shall be deemed delivered on the date of deposit in the U.S. Mail; or (3) transmitted via telecopier using the telecopier number provided above, in which case the delivery shall be deemed to have occurred on the day of the transmission, provided that the time and date of transmission is before 5:00 p.m. Orlando local time on a business day of the City or, if not, delivery shall be deemed to have occurred on the next business day of the City after the transmission.

VIII. MISCELLANEOUS PROVISIONS

- A. The Contractor shall not employ subcontractors without the advance written permission of the Chief Procurement Officer.
- B. Assignment of this Contract shall not be made without the advance written consent of the Chief Procurement Officer.
- C. The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Contract. To the extent applicable, Contractor shall comply with Florida public records laws, including Sections 119.0701(2) (a) through (d) of the Florida Statutes.
- D. No waiver, alterations, consent or modification of any of the provisions of this Contract shall be binding unless in writing and signed by the Chief Procurement Officer or designee.
- E. The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Contract.
- F. All disputes between the parties shall be resolved in accordance with the City's Procurement Code, (Chapter 7 of the City Code).
- G. This Contract is a non-exclusive Contract between the parties.
- H. This Contract is deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida.
- I. Any litigation arising out of this Contract shall be had in the Courts of Orange County, Florida.
- J. The undersigned hereby certifies that this Contract is made without prior understanding, agreement or connection with any corporation, firm or person who submitted proposals for the Work covered by this Contract and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that they are authorized to enter into this Contract and to execute same on behalf of the Contractor as the act of the said Contractor.
- K. This Contract, including any Appendices and Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either party hereto. In the event of any dispute or conflict between the provisions

of this Contract and any exhibit or attachment hereto, the terms of this Contract shall control.

- L. Each with authority to act individually, the City's Chief Procurement Officer, Chief Financial Officer, and their written designee(s) shall have authority to act on behalf of the City in matters related to this Contract, including but not limited to the sending and receiving of any notices required hereunder.
- M. If any section, sentence, clause, phrase, provision, or other portion of this Contract is, for any reason, held invalid or unconstitutional by a court or other body of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of the Contract.
- N. This Contract is solely for the benefit of the parties to the Contract and no causes of action shall accrue upon or by reason hereof to or for the benefit of any third parties.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above.

PROCUREMENT AND CONTRACTS DIVISION
CITY OF ORLANDO, FLORIDA

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida, only.

By: _____
Chief Procurement Officer

Date: _____, 2015

DAVID BILLINGSLEY, CPSM, C.P.M.
Name, Typed or Printed

Date: _____, 2015

ASSISTANT CITY ATTORNEY
ORLANDO, FLORIDA

CONTRACTOR

By: _____
Signature

CORPORATE SEAL

Name & Title, Typed or Printed

Name of Company, Corp., etc.

Mailing Address

City, State and Zip

Area Code/Telephone Number

Email Address

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____, as the _____, on behalf of _____

He/she (is) personally known to me or (has) produced _____ (type of identification)

WITNESS my hand and official seal this _____ day of _____, 20__.

(SEAL)

Signature of Person Taking Acknowledgment

Typed, Printed or Stamped Name of Person
Taking Acknowledgment

My Commission Expires:

Appendix One

CONTRACTOR'S PROPOSAL

- 1) Exhibit "A" Scope of Services
- 2) Exhibit "B" Budget
- 3) Exhibit "C" Progress and Financial Reporting.

Exhibit “A”

Scope of Services

Overview

Health Care Center for the Homeless, Inc. (“HCCH”) shall advance the City’s Housing First goals for chronically homeless individuals by establishing and administering a Barrier Buster Program (“Program”).

The Barrier Buster Program shall be designed by HCCH to help the identified chronically homeless participants overcome barriers related to moving into a permanent supportive housing unit by providing small amounts of funds for purposes such as current and previous utility bills, moving costs, and security deposits. The Barrier Buster Program is intended to have a spending limit per participant of \$2,000. Some participants may receive less than the amount “allotted” for them, if they have savings, income or other resources that make the financial assistance less necessary. In addition to providing financial assistance, this Program could also help participants obtain furniture, food, and other goods that they need to set up their units. HCCH shall design the Program in a manner that would develop a referral network so that they are able to help clients get their needs met by working with other community-based organizations. By helping participants get access to donated items, the Barrier Buster Program can help participants become established without expending limited resources or going further into debt.

As its sole and entire compensation for performing this Scope of Services, the City of Orlando will pay HCCH a processing fee equal to 1% of the total Project Cost funds reimbursed by the City during the Program term, not to exceed budgeted amounts shown on Exhibit “B”, for administering funds for the Barrier Buster Program.

HCCH shall perform the services set forth below. In the event these Scope of Services need modification, HCCH’s Executive Director and Orlando’s Chief Financial Officer shall have the authority to approve modifications that are in writing and signed by both, as long as the modifications do not involve any changes to the Budget or any monetary payments and are consistent with the City’s Housing First goal.

1. HCCH shall advance the City’s Housing First goals for chronically homeless individuals by establishing a Barrier Buster Program as described in this document. HCCH will establish the Barrier Buster Program. HCCH will provide adequate staffing and expertise to run the Program.
2. HCCH will hold Program management and oversight responsibilities, and design the process of approving and submitting requests for Barrier Buster Program Funds by HCCH case managers who are supporting the chronically homeless participant for a 12 month period of time.

3. HCCH will submit to the City written Program and financial procedures for the Barrier Buster Program for the Chief Financial Officer's or her designee's review and approval prior to the start of the Barrier Buster Program. The items submitted should include procedures for coordination with partnering agencies, requests for funding from the Barrier Buster Program, a list of eligible project costs, and procedures for how items or invoices will be paid, distributed, and logged.
4. HCCH will provide assistance to approximately sixty (60) low-income chronically homeless persons meeting the definition of chronically homeless. HCCH will enforce a policy that will limit the per participant spending limit to \$2000 per participant, unless there are extenuating circumstances approved by the City.
5. HCCH will only accept participants for the Program who are referred from the region's Coordinated Entry System ("CES") who will also be provided with case management through HCCH.
6. HCCH will design and develop processes and forms necessary to run the Barrier Buster Program. This will include, but is not limited to, all forms to operate the program, how case managers will request funding or items, forms and processes for delivering prompt notification to any request denied, request received, and request approved, etc.

Exhibit "B"**Budget**

| Expense Item | Cost |
|--|---------------------|
| Project Costs: Barrier Buster Fund | \$120,000 |
| Total Project Costs | \$120,000 |
| Agency Processing Costs: | |
| Processing Fee: HCCH (1% of Project Costs) | \$1,200 |
| TOTAL PROGRAM COST | \$121,200.00 |

Exhibit “C”**Progress and Financial Reporting**

HCCH shall submit Quarterly Financial reports to the City of Orlando. The first Quarterly Financial report, for the period from December 2016-February 2016, shall be provided by March 15th, 2016. The second report, for the period from March 2016-May 2016, shall be provided by June 15th, 2016. The third report, for June 2016-August 2016, shall be provided by September 15th, 2016. The fourth report, for September 2016-November 2016 shall be provided by December 15th, 2016 and a Final Summary report shall be provided by December 30th, 2016 and shall include information from the entire term of the Agreement.

Quarterly Financial reports shall include an evaluation of the Services provided monthly (including numbers served, dates of purchase, vendors, transaction descriptions, category breakdown of item types purchased (furniture, food, transportation, medicine, utilities/deposit arrears, household items, and miscellaneous expenses), and totals of each. Also included will be a summary of item types and a Year-To-Date of total funds expended.

Moreover, the reports shall be consistent with the Services described in Exhibit “A”, and shall identify expenditures associated with or related to the Funds. Failure to comply with the requirement for submission of such reports shall constitute grounds for termination of this Agreement and may result in the ineligibility of HCCH to receive or retain the Funds received from the City of Orlando.

The Final Summary report shall include the Services provided as described in Exhibit “A” for ALL clients served for the entire term of the Agreement.