

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT
BETWEEN ALACHUA COUNTY, THE CITY OF GAINESVILLE AND
THE ALACHUA COUNTY HOUSING AUTHORITY**

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT, made and entered into this ____ day of _____, 2006, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", the City of Gainesville, a municipal corporation of the State of Florida, hereinafter referred to as "City", and the Alachua County Housing Authority, a public body corporate and politic created pursuant to Chapter 421, Florida Statutes, hereinafter referred to as "ACHA".

W I T N E S S E T H:

WHEREAS, the parties hereto previously entered into an interlocal agreement dated October 1, 2006, for the provision of administrative services and operation of the City of Gainesville-Alachua County Office on Homelessness; and,

WHEREAS, the parties wish to amend the interlocal agreement;

NOW, THEREFORE, the parties hereby agree to amend the October 1, 2006, interlocal agreement as follows:

- A. Replace Section 2. Duties of the County, in its entirety, with the following: The County shall have and perform the following duties, obligations, and responsibilities to the City and the ACHA:
- (a) Provide to the City \$36,000 within 30 days of the execution of this Agreement by all parties hereto and another \$36,000 by October 31, 2007, as the County's contribution towards this Agreement for the operation of the Office on Homelessness for a two year period; and
 - (b) Provide access to County resources and services, such as lobbying for financial assistance from the state and federal governments, as may be reasonable and necessary, for implementation of the Plan and performance of this Agreement; and
 - (c) Provide to the City an amount not to exceed \$88,000 within 30 days of the execution of this Amendment to the interlocal agreement by all parties hereto as the County's contribution towards the operation of a One Stop Homeless Assistance Center for one year, which will be procured and contractually administered by the Office on Homelessness; and
 - (d) Provide an additional amount not to exceed \$140,000 to the City as the County's contribution

towards operation of the One Stop Homeless Assistance Center for one year, which is contingent on County Commission and City Commission approval of a specific amount, and which amount will be determined pursuant to and consistent with the ACHA procurement process to establish a One Stop Homeless Assistance Center. Such payment will be made by the County within 30 days of City and County approval of a specific amount.

B. Replace Section 3. Duties of the City, in its entirety with the following: The City shall have and perform the following duties, obligations, and responsibilities to the County and the ACHA:

- (a) Compensate the ACHA \$18,000 per quarter in accordance with Section 5. Method of Payment of this Agreement (total not to exceed \$144,000) for the operation of the Office on Homelessness for a two year period; and
- (b) Monitor the ACHA's performance and expenditure of funds under this Agreement; and
- (c) Provide access to City resources and services, such as lobbying for financial assistance from the state and federal governments, as may be reasonable and necessary for implementation of the Plan and performance of this Agreement; and
- (d) Provide to the ACHA an amount not to exceed \$175,809 (consisting of \$87,809 from the City and \$88,000 from the County) by way of 12 monthly payments of \$14,650.75 each month, in accordance with Section 5. Method of Payment of this Agreement for the operation of the One Stop Homeless Assistance Center for one year, as described in Section 2.(c) herein; and
- (e) Provide to the ACHA an additional amount not to exceed \$183,698 (consisting of \$43,698 from the City and \$140,000 from the County) by way of 12 monthly payments in accordance with Section 5. Method of Payment of this Agreement, which are 1/12 of an amount, which amount is contingent on County Commission and City Commission approval of the specific amount, and which amount will be determined pursuant to and consistent with the ACHA procurement process to establish a One Stop Homeless Assistance Center.

C. Replace Section 4. Duties of the ACHA, in its entirety, with the following: The ACHA shall have and perform the following duties, obligations, and responsibilities to the County and the City: The ACHA shall employ and supervise a Director of the City of Gainesville-Alachua County Office on Homelessness (hereinafter referred to as the "Director of Homeless Services") and other personnel as necessary for performance of this Agreement. The ACHA shall report to the City and County on a quarterly basis regarding the work activities and accomplishments of the Director of Homeless Services. Such quarterly reports shall be submitted to the City within 15 days of the end of each calendar quarter during the term of this Agreement.

The duties and responsibilities of the Director of Homeless Services shall include but not be limited to:

- Oversight and implementation of the City of Gainesville-Alachua County 10-Year Plan to End Homelessness (the Plan), including prioritization and execution of Plan goals and objectives, and the research and development of new alternatives and resources to implement the Plan.
- Development of measurable outcomes for plan goals and objectives from which progress can be gauged within 90 days of the effective date of this Agreement.
- Prepare and issue a request for proposals (RFP) for the establishment of a one-stop homeless assistance center to be funded by the County and City with the review and concurrence of the County and City. Conduct contract administration including fiscal and programmatic monitoring of selected service provider(s) which will operate of the One Stop Homeless Assistance Center, and report to the County and City as further specified within this agreement in Sections 2, 3, and 5, as they relate to

duties of the parties to this agreement regarding the One Stop Homeless Assistance Center.

- Collaborate with the County and City in the dissemination of accurate information concerning and/or affecting homeless persons or agencies that provides services to the homeless. Inform the Implementation Committee and community of that information.
- Provision of technical assistance to local public and private nonprofit agencies, particularly related to the development of applications for funding of homeless assistance programs.
- Participation as directed by the County and City with Federal, State and Local government, social service agencies, civil organizations, faith communities, and businesses in collaborative activities related to homelessness in Alachua County.
- Represent the City of Gainesville-Alachua County Office on Homelessness (hereinafter referred to as the “Office on Homelessness”) at meetings, conferences, various community boards, and seminars to provide assistance in improving the homeless programming efforts.
- Attendance and representation of the Plan at meetings of the Gainesville City Commission, the Alachua County Board of County Commissioners, the Alachua County Coalition for the Homeless and Hungry, Gainesville Downtown Owners & Tenants Association, and other meetings within the community, where appropriate, when issues affecting the homeless and hungry are being addressed.
- Work with local officials and their representatives to coordinate and oversee the development of a local cost study to document the impact of homelessness on public systems and services and to evaluate where local responses could be more efficient and cost-effective.
- Evaluate homeless services in collaboration with local public and private nonprofit agencies and provide recommendations toward a unified approach to homeless problems.
- Provide for effective and efficient operation of the Office on Homelessness, including maintaining office records, correspondence files, policies and procedures, physical assets, and ensuring that mail and phone calls are dealt with in a timely manner.
- Develop local trainings and showcases of local services and attend state and national trainings relevant to ending homelessness in Gainesville/Alachua County.
- Monitor federal and state legislation impacting funding of homeless services.
- Assist local government and private nonprofit agencies in formulating policies and procedures related to the homeless and making recommendations for local, state, and federal legislation.
- Direct staff services to the Implementation Committee, composed of individuals who previously chaired and co-chaired the committees that developed the Plan and others as determined by the County, City and/or Implementation Committee.
- Collaborate with local non-profit service provider organizations; local government advisory boards; neighborhood associations; neighborhood development associations; economic development entities; local, state and federal government agencies and officials; homelessness coalitions; and all other identifiable partners to accomplish assignments from the Implementation Committee and the City of Gainesville and Alachua County Commissions.

C. Replace Section 5. Method of Payment, in its entirety with the following: – For all services actually, timely and faithfully performed, the ACHA will be paid as follows:

- (a) \$18,000 on a quarterly basis for each of the eight (8) quarters of the two-year term of this Agreement for operation of the Office on Homelessness. The ACHA shall submit an invoice to the City within 15 days of the end of each calendar quarter and shall allow the City 15 days to process payments. Each invoice shall be in sufficient detail to indicate the expenses incurred by the ACHA under this Agreement, and payment shall be contingent upon the ACHA submitting quarterly reports as required.

- (b) \$14,650.75 each month, for the operation of the One Stop Homeless Assistance Center for one year beginning with the effective date of a contract with a provider for the operation of the One Stop Homeless Assistance Center. The monthly payments will be due to the ACHA upon receipt by the City of a Monthly Invoice for expenses incurred for the operation and administration of the One Stop Homeless Assistance Center.
- (c) In the event additional funding is approved by the County and City for the One Stop Homeless Assistance Center pursuant to Sections 2. (d) and 3. (e) above, 1/12 of the amount of additional funding will be paid to ACHA each month for one year beginning with the effective date of a contract with a provider for the operation of the One Stop Homeless Assistance Center. The monthly payments will be due to the ACHA upon receipt by the City of a Monthly Invoice for expenses incurred for the operation and administration of the One Stop Homeless Assistance Center.
- (d) All payments pursuant to and under terms of this agreement paid to the ACHA will be paid on a cost reimbursement basis for actual expenses incurred. Upon termination of this agreement by any means provided for herein, the ACHA will prepare and submit to the City, within 60 days of such termination, a Financial Reconciliation Report, which will identify all expenses incurred by ACHA and compensated by the City pursuant to provision of services consistent with implementation of terms of this agreement. If the Financial Reconciliation Report establishes that funds in excess of expenses have been provided to the ACHA by the City, such excess funds will be repaid by ACHA within 90 days of the termination of this agreement.
- (e) If the Financial Reconciliation Report establishes that funds in excess of expenses have been provided to the ACHA by the City, and such excess funds have been repaid by ACHA to the City, the City will reimburse to the County one half of such excess compensation within 60 days of receipt by the City of such funds from the ACHA.
- (f) Upon termination, including early termination, of this agreement by any means provided for herein, the City and County shall reconcile expenditures of the County and City pursuant to terms of this agreement, and any unexpended funds remaining after all compensation has been made to ACHA will be evenly divided by the City and County and provided or returned thereto.

This amendment will take effect upon signature by the parties under the terms and specifications of the original agreement.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original interlocal agreement between the parties, dated October 1, 2006, shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to the Interlocal Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

Attest: _____

By: _____
Paula M. DeLaney, Chair
Board of County Commissioners

APPROVED AS TO FORM AND LEGALITY:

Alachua County Attorney's Office

CITY OF GAINESVILLE

Attest: _____

By: _____
Pegeen Hanrahan, Mayor

APPROVED AS TO FORM AND LEGALITY:

City Attorney's Office

ALACHUA COUNTY HOUSING AUTHORITY

Attest: _____

By: _____
Gail Monahan, Executive Director