

**CITY OF GAINESVILLE, FLORIDA
SERVICE AGREEMENT
FOR THE
PROVISION OF HOMELESS SERVICES**

THIS AGREEMENT (“Agreement”) is entered into by and between the **City of Gainesville, Florida, a municipal corporation**, hereinafter referred to as the “City”; and the **Alachua County Coalition for the Homeless and Hungry, Inc. a Florida not-for-profit corporation**, hereinafter referred to as the “Provider.” The City and the Provider may be collectively referred to herein as the “Parties” or individually referred to as a “Party.”

WITNESSETH:

WHEREAS, the issue of homelessness impacts all jurisdictions of Alachua County, and is a quality of life issue concerning Alachua County residents; and

WHEREAS, it is in the best interests of homeless persons and families, the general public, residents and the affected institutions of the City of Gainesville and Alachua County to address the issue of homelessness; and

WHEREAS, the complexity of chronic homelessness and the need for comprehensive support systems within the community for chronically homeless persons requires a collaborative effort; and

WHEREAS, the City desires to support homeless services to enhance the general health, safety and welfare of the citizens of the City of Gainesville; and

WHEREAS, the Parties desire to cooperate in the provision of homeless services by implementing elements of the City of Gainesville-Alachua County Ten Year Plan to End Homelessness (hereinafter referred to as the “Plan”) adopted by the Gainesville City Commission and the Alachua County Board of County Commissioners on December 15, 2005, Legislative File No. 050747; and

WHEREAS, the City has adopted Strategic Goal 3: Human Potential, Assist every person to reach their true potential, and Strategic Initiative 3.1: Continue Implementation of the 10 Year Plan to End Homelessness; and

WHEREAS, the City issued RFP HOUS-140016-FB on October 31, 2013, a request for proposals to administer and implement services for homeless persons at the City’s facility located at 2845 Northeast 39th Avenue, which was formerly the Gainesville Correctional Institution (the “Facility”) , and on December 19, 2013, the City Commission authorized City staff to negotiate a contract with the Provider; and

WHEREAS, the City and Alachua County, a charter county and a political subdivision of the State of Florida, hereinafter referred to as “County”, have expressed their intent to budget \$308,000.00 annually in local government funding (\$154,000 each from the City and County as appropriated by the Gainesville City Commission and Board of County Commissioners) to provide support for the provision of services for homeless persons at the Empowerment Center; and

WHEREAS, the Provider provides homeless services to citizens of Gainesville and Alachua County and is willing and capable of performing such services at the Empowerment Center; and

WHEREAS, it is the intent of the City that it will enter into a services agreement to grant funding for the provision of services by the Provider and a license agreement granting use of portions of the Facility to the Provider in order to allow the Provider to provide a broad array of programs and services for the homeless and to provide a general support system to homeless persons and the local community; and

WHEREAS, it is the intent that the homeless programs and services provided will be open and accessible to all.

NOW, THEREFORE, City and Provider agree as follows:

1. SCOPE OF SERVICES

The Provider shall fully perform the Scope of Services as described in ATTACHMENT A, SCOPE AND SCHEDULE OF SERVICES attached hereto and incorporated herein by reference. Services shall be provided to the entire homeless population, regardless of sexual orientation, race, color, gender, age, religion, national origin, marital status, disability or gender identity. The Provider shall accept and give first priority to all referrals for Services, particularly shelter, made by the City, subject to capacity limits of the portions of the Facility conveyed by license agreement to the Provider.

The City fully expects that after the commencement date for Interim Services (as described in Attachment A) the Provider, together with each of its member providers and subcontractors providing Services at the Facility, will cease the provision of any homeless services (including without limitation, distribution of food, clothing and supplies) on any other City property or public right-of-way.

In addition to the services described in Attachment A, the Provider shall work with a City/County board that is envisioned to oversee the management of the Facility including making recommendations on all related homeless programs and services and other community services provided at the Facility.

Collectively, the obligations described in this Section 1 may be referred to as the "Project," the "Services" or the "Work."

2. TERM

This Agreement is made effective on the 11th day of February, 2014 (the "Effective Date") and shall continue to September 30, 2016, unless sooner terminated or unless extended by agreement of the Parties in accordance with Section 23, Amendments.

3. FUNDING/PAYMENT

3.1 Invoices: The Provider shall request payment on a monthly basis through submission of an Invoice ("Invoice" is defined as a properly completed ATTACHMENT C, consisting of an INVOICE, MATCH REPORT, NARRATIVE REPORT, FINANCIAL REPORT and ACTIVITY STATUS REPORT). The Provider shall not submit more than one invoice per thirty (30) day period.

Each Invoice must be received by the City's Contract Manager (as identified in Section 16) within 20 days of the close of the month for which payment is requested. Each Invoice submitted will be reviewed by the City to confirm that Services have been rendered in conformity with the Agreement. The Provider shall provide such additional backup and documentation as reasonably requested by the City to verify the services rendered and any expenditures by the Provider. Upon approval by the City, the invoice will be processed for payment.

Submission of Provider's invoice for final payment shall further constitute Provider's representation to the City that, upon receipt by the Provider of the amount invoiced, all obligations of the Provider to others, including its members and subcontractors, incurred in connection with the Program, will be paid in full, that the Services or expenses have not been reimbursed by another entity, and that the Services provided serve a public purpose

3.2 **Payment:** The City shall pay the Provider for the Services performed pursuant to this Agreement. The maximum amount the City shall pay the Provider is Three Hundred Eight Thousand Dollars and 00/100 (\$308,000.00) each fiscal year (i.e., beginning October 1 and ending September 30) during the term of this Agreement. All costs must be incurred during the term of this Agreement in order to be eligible for payment. Provider shall be eligible for payment on a fixed sum basis as follows:

3.2.1 FY 2013-2014: Provider shall submit a written request describing the need for and uses of an advance payment in order to prepare to provide Services pursuant to this Agreement. Upon review and approval of the written request, the City agrees to pay the Provider an advance payment in the amount of Seventy-Seven Thousand Dollars and 00/100 (\$77,000.00). Provider may Invoice for eight (8) additional monthly payments of \$28,875.

3.2.2 FY 2014-2015: Provider may Invoice for twelve (12) monthly payments of \$25,666.67.

3.2.3 FY 2015-2016: Provider may Invoice for twelve (12) monthly payments of \$25,666.67.

The City will make payment to the Provider within thirty (30) days after approval of each Invoice by the City. Payment may be reduced or withheld by the City due to failure by the Provider to perform in accordance with the Agreement. The City shall remit payment to the Provider via electronic funds transfer.

Submission of Provider's Invoice for final payment shall constitute Provider's representation to the City that, upon receipt by the City of the amount invoiced, all obligations of the Provider to others, including its consultants, incurred in connection with the Program, will be paid in full, that the services or expenses have not been reimbursed by another entity, and that the services provided serve a public purpose.

In the event that the City becomes credibly informed that any representations of, or relating to, payment are wholly or partially inaccurate, the City may withhold payment of sums, then or in the future, otherwise due to the Provider until the inaccuracy, and the cause thereof, is corrected to the City's reasonable satisfaction.

3.3 **Funding:** It is acknowledged and understood that the City and County have each expressed their intent to provide one-half of the funding (\$154,000 each) to be paid to the Provider each fiscal year during the Term of this Agreement.

It is further acknowledged and understood that the obligation of the City and the County to contribute funding for this Agreement is contingent upon specific annual appropriations by the City Commission and the Alachua County Board of County Commissioners. The Parties understand and agree that this Agreement is not a commitment of future appropriations.

It is understood by the Parties, that the City and County funding is insufficient to manage and operate a robust one-stop homeless services center. Therefore, it is expected that the Provider will apply for grants, fundraise and/or secure volunteers and in-kind services to provide the balance of the financial and other support needed to adequately operate and maintain the one-stop homeless services center at the Facility.

4. **REPORTING**

In addition to the monthly Invoices, the Provider agrees to make such other reports and presentations concerning the Services provided to the City Commission, the County Commission and any advisory board or committee, as reasonably requested by the City.

Upon request of the City, the Provider shall report actions taken and data collected to ensure compliance with the applicable local, State and Federal non-discrimination and affirmative action regulations and shall submit such additional program and financial data, including beneficiary data, for use and inclusion in the City's Consolidated Annual Performance and Evaluation Report.

The City reserves the right to revise the forms or formats of the Invoices or any other requested reports, upon which Provider will use such new forms or formats as are provided by the City.

5. **DEFAULT AND TERMINATION**

5.1 The City will monitor the performance of the Provider under this Agreement. Substandard performance as determined by the City or failure to comply with any provision of this Agreement will constitute default under this Agreement. If either Party is in default (the "Defaulting Party"), then the other Party (the "Non-Defaulting Party"), after giving the Defaulting Party at least ten (10) days written notice of the Default and the Non-Defaulting Party's intent to terminate the Agreement if the Default continues unremedied during the ten (10) day period (or such other period as the Parties may determine reasonable to cure the Default), may terminate this Agreement without prejudice to any other rights or remedies the Non-Defaulting Party may have pursuant to law.

5.2 This Agreement may be terminated by the City, with or without cause, upon thirty (30) days written notice to the Provider. In the event this Agreement is so terminated, the Provider shall be compensated for services rendered through the effective date of the termination.

5.3 If the City or County funds to finance this agreement become unavailable for any reason, the City may terminate this Agreement with no less than twenty-four (24) hours notice, in writing, to the Provider.

The City will be the final authority as to the availability of funds. The Provider shall be compensated for services rendered through the effective date of the termination.

6. OWNERSHIP AND PUBLICATIONS OF MATERIALS

All reports, information, data, and other materials prepared by the Provider pursuant to or in connection with this Agreement or the provision of Services, except those separately identified in the Scope of Services or in other written agreements between the parties, are jointly owned by the Provider and the City.

The City has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information prepared by the Provider. Any re-use without written verification or adaptation by the Provider for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the Provider. No material produced in whole or in part under this Agreement be copyrighted or patented in the United States or in any other country without the prior written approval of the City.

7. INDEPENDENT CONTRACTOR

Provider shall be considered as an independent contractor and as such shall not be entitled to any right or benefit to which City employees are or may be entitled to by reason of employment. Provider shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the Provider in the full performance of this Agreement.

In the performance of this Agreement, the Provider will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture, or associate of the City. Neither the Provider nor any of its employees, officers, agents or any other individual directed to act on behalf of the Provider for any act related to this Agreement shall represent, act, or purport to act or be deemed to be the agent, representative, employee or servant of the City.

Policies and decisions of the Provider, which may be utilized in its performance of this Agreement, shall not be construed to be the policies or decision of the City.

8. INDEMNIFICATION

The Provider shall indemnify and save harmless the City, its elected and appointed officials, officers, agents, and employees, from and against any and all liability, claims, demands, fines, fees, expenses, penalties, suits, proceedings, actions and costs of action, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of this Agreement whether by act or omission or negligence of the Provider, its elected and appointed officers, agents, employees or others, or because of or due to the mere existence of this Agreement between the Parties.

9. SOVEREIGN IMMUNITY

Nothing in this Agreement shall be interpreted as a waiver of the City's sovereign immunity as granted under Section 768.28 Florida Statutes.

10. TIMELINESS

The City and Provider agree time is of the essence in performance of the Work and that the Work under this Agreement is required to be performed with care reasonably expected of a Provider of such Work.

11. VALIDITY AND SEVERABILITY

If any provision of this Agreement is contrary to, prohibited by, or deemed invalid by applicable law, rules or regulations of any jurisdiction in which it is sought to be enforced, then such provision shall be deemed inapplicable and omitted, and shall not invalidate the remaining provisions of this Agreement. If any provisions of this agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

12. LAWS AND REGULATIONS

The Provider will comply with all laws, ordinances and regulations applicable to the Work required by this Agreement. The Provider is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the Work required by this Agreement. If the Provider is not familiar with state and local laws, ordinances, code rules and regulations, the Provider remains liable for any violation and all subsequent damages, fines or other costs and expenses attributable to such violation.

13. NON-WAIVER

The failure of either party to exercise any right shall not be considered a waiver of such right in the event of any further default or non-compliance.

14. INSURANCE

The Provider shall maintain insurance in the amounts as noted below:

- Worker's Compensation Insurance providing coverage in compliance with Chapter 440, Florida Statutes.
- Public Liability Insurance (other than automobile) consisting of broad form comprehensive general liability insurance including Agreemental coverage \$1,000,000 per occurrence (combined single limit for bodily injury and property damage).
- The City shall be an additional insured on such Public Liability Insurance and the Provider shall provide copies of endorsements naming the City as additional insured.
- Automobile Liability Insurance
 - Property Damage \$500,000 per occurrence (combined single limit for bodily injury and property damage).

- The Provider shall furnish the City current certificates of insurance in a form acceptable to the City for the insurance required. Such certificate or an endorsement provided by the Provider must state that the City will be given thirty (30) days' written notice (except the City will accept ten (10) days written notice for non-payment) prior to cancellation or material change in coverage.

15. GOVERNING LAW AND VENUE

The Agreement and the legal relations between the parties hereto shall be governed and construed in accordance with the laws of the State of Florida. In the event of any legal proceedings arising from or related to this Agreement, venue for such proceedings shall be in Alachua County, Florida.

16. CONTACT PERSONS

The parties designate the following project managers as the primary contact point for purposes of the day-to-day management of this Agreement, including without limitation, the receipt of Invoices, scheduling of meetings and questions regarding this Agreement. The parties understand and acknowledge that the project managers are authorized to manage this project, but may not be the persons authorized to bind the Party with respect to this Agreement. Each party shall provide notice of any change in project manager to the other party.

CITY

Fred Murry, Assistant City Manager
City of Gainesville
City Manager's Office, Mail Station 6
Post Office Box 490
Gainesville, Florida 32627-0490
Phone: (352) 393-5010

PROVIDER

Theresa Lowe
Executive Director
ACCHH
703 NE 1st Street
Gainesville, Florida 32601
Phone: (352) 372-2549

For any notice(s) required to be provided pursuant to this Agreement, the parties shall provide such notice to the Contract Managers designated above and shall provide an additional copy to the persons listed below. Any notices required to be given pursuant to this Agreement shall be effective upon being sent by either facsimile, hand-delivery, by certified or registered mail (return receipt requested) or via overnight delivery service to the following addresses:

CITY

Russ Blackburn, City Manager
City of Gainesville
City Manager's Office, Mail Station 6
Post Office Box 490
Gainesville, Florida 32627-0490
Phone: (352) 393-5010

PROVIDER

Theresa Lowe, Executive Director
ACCHH
703 NE 1st Street
Gainesville, Florida 32601
Phone: (352) 372-2549

17. PERMITS

The Provider shall obtain and pay for all necessary permits, licenses or fees required for the performance of Services under this Agreement.

18. RIGHT TO AUDIT

Provider shall maintain records sufficient to document its performance and completion of the Work pursuant to this Agreement. These records shall be subject at all reasonable time to review, inspect, copy and audit by persons duly authorized by the City, including, but not limited to, employees of the City of Gainesville Budget and Finance Department and City of Gainesville Auditor's Office. These records shall be kept for a minimum of five (5) years after completion of the Agreement. Records which relate to any litigation, appeals or settlements of claims arising from performance under this Order shall be made available until a final disposition has been made of such litigation, appeals, or claims.

This right to audit/inspect includes a right to interview any employees and clients of the Provider to be assured of satisfactory performance of the terms and conditions of this Agreement.

19. PUBLIC RECORDS

Florida has a very broad public records law. By entering into this Agreement with the City, the Provider acknowledges that it will comply with the Florida Public Records Act (Chapter 119, Florida Statutes). In complying with the Florida Public Records Act, the Provider shall:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
- b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided by law;
- c) Ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- d) Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Provider upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

Failure to comply with the Florida Public Records Act, including failure to provide a public record upon request, is a breach of this Agreement between the City and the Provider. The City may pursue all remedies for breach of this Agreement.

20. ASSIGNMENT OF INTEREST

Neither Party will assign or transfer any interest in this Agreement without prior written consent of the other Party. Any consent requested of the City may be granted or denied, in the sole discretion of the City.

21. SUCCESSOR AND ASSIGNS

The City and Provider each bind their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

22. CAPTIONS AND SECTION HEADINGS

Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

23. AMENDMENTS

This Agreement may be modified and amended by mutual agreement of the parties; however, any modification shall only become effective upon a written amendment to this Agreement, duly executed by the duly authorized representative of each Party.

24. THIRD PARTY BENEFICIARIES

This Agreement does not create any relationship with, or any rights in favor of, any third party.

25. CONSTRUCTION

This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement.

26. ACKNOWLEDGEMENT OF FINANCIAL SUPPORT

The Provider agrees to acknowledge the City of Gainesville and Alachua County financial support for the Work performed pursuant to this Agreement. The phrase "Supported by the City of Gainesville and Alachua County" is to be added to all published material, announcements and websites related to this funding. Any use by the Provider of any City or County logo and/or identifying design must be approved in advance by the City and County Communications Offices respectively.

27. ATTACHMENTS

All attachments to this Agreement are incorporated into and made part of this Agreement by reference.


28. ENTIRE AGREEMENT

This Agreement, together with any License Agreement executed by the Parties, constitutes the entire agreement between the City and Provider with respect to the provision of homeless services at the Facility. This Agreement and any License Agreement are made a part of and contingent upon the other. To that end, if a Party is in default under this Agreement, it is likewise in default under any License Agreement and if this Agreement is terminated, any License Agreement is also terminated, and vice versa.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

CITY:
City of Gainesville, Florida

PROVIDER:
Alachua County Coalition for the Homeless
and Hungry, Inc.




Russ Blackburn, City Manager



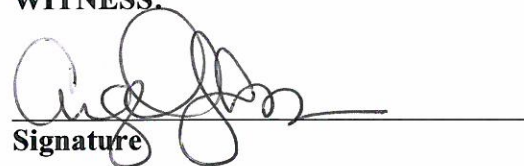
Brendan Shortley, Board Chair

WITNESS:

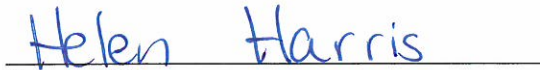
WITNESS:



Signature



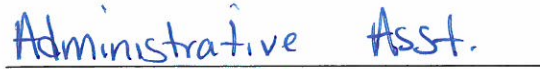
Signature



Printed Name



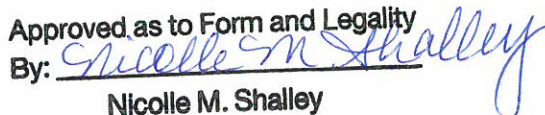
Printed name



Title



Title

Approved as to Form and Legality
By: 

Nicolle M. Shalley
City Attorney

ATTACHMENT A

SCOPE AND SCHEDULE OF SERVICES

The following describes the minimum level of services that shall be provided by the Provider. Services shall be provided to the entire homeless population, regardless of sexual orientation, race, color, gender, age, religion, national origin, marital status, disability or gender identity. The Provider shall accept and give first priority to all referrals for Services, particularly shelter, made by the City, subject to capacity limits of the portions of the Facility conveyed by license agreement to the Provider.

The City fully expects that after the commencement date for Interim Services (as described in Attachment A) the Provider, together with each of its member providers and subcontractors providing Services at the Facility, will cease the provision of any homeless services (including without limitation, distribution of food, clothing and supplies) on any other City property or public right-of-way.

The following are projected timelines of planned services and activities. The Provider is encouraged to, and will not be penalized in any way for, providing services earlier than projected in this timeline. It is expected that throughout the term of this Agreement, the level and capacity of Services will grow and be expanded by the Provider.

Year 1 Services (FY 2013-2014) (February 10, 2014 through September 30, 2014)
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February 10, 2014 – April 30, 2014: Prepare for provision of Interim Services, including but not limited to the following activities:

- Arrange for utilities to be turned on/transferred to ACCHH, including: electric; water; telephones; Internet to be turned on *Pavilion (Bldg #14); Visitors Center/ Multipurpose (Bldg #13); Chapel (Bldg #12); Portion of Food Service (Bldg #11), and Dormitory (Bldg #6)*
- Relocate ACCHH offices *Chapel (Bldg #12) - offices*
- Hire Operations Director, Office Manger
- Begin entering into Memoranda of Understanding with community service providers who will relocate staff to *GCI Chapel (Bldg #12) – offices; Visitors Center/Multipurpose (Bldg #13)*
- Begin recruiting meal providers from those already providing meals on the Plaza as well as others. Seek volunteers for other tasks. *Chapel (Bldg #12) – offices; Visitors Center/Multipurpose (Bldg #13)*
- Purchase and/or receive donations of and set up equipment for initial service provision (lockers, towels, tables and chairs, dining utensils, plates, etc.) *Portion of Food Service (Bldg #11) - dining and service area; Visitors Center/Multipurpose (Bldg #13)*

- Receive donations of and/or purchase as necessary office equipment, furniture, beds, bedding, etc. *Pavilion (Bldg #14); Visitors Center/Multipurpose (Bldg #13) ; Chapel (Bldg #12) ; Portion of Food Service (Bldg #11) , and Dormitory (Bldg #6)*
- Make space available for use for small meetings *Chapel (Bldg #12) – meeting room and kitchen area*. Times to be arranged with ACCHH for opening and closing of space.
- Hire and train Client Advocates; recruit volunteers. Client Advocates, along with volunteers, will man the day services and emergency shelter.
- Set up space in advance of beginning direct client services including bringing in community service providers so that they can also begin setting up their work areas. *Pavilion (Bldg #14); Visitors Center/Multipurpose (Bldg #13)*
- Hold official ribbon cutting

May 1, 2014– June 30, 2014: Begin provision of Interim Services, including but not limited to the following:

- a) Management of Facility;
 - b) Coordination of Services & Activities
 - c) Meals (at least 2 ready-to-eat meals per day); and
 - d) Restroom Facilities
- restrooms (toilets and sinks only) *Visitors Center/Multipurpose (Bldg #13)*; service of pre-prepared meals and/or cold meals *Portion of Food Service (Bldg #11)*; intake/assessment/case management *Visitors Center/Multipurpose (Bldg #13)*; To operate 7:00 a.m. until 7:00 p.m., 7 days per week.
 - Make space available for larger gatherings *Chapel (Bldg #12) - sanctuary and kitchen* Times to be arranged with ACCHH for opening and closing of space.

July 1, 2014 – September 30, 2014: Begin provision of Phase I services including, but not limited to, and based on building availability per the License Agreement:

- a) Supportive Services of Information, Referral, Intake and Case Management;
 - b) Emergency Shelter (indoor/outdoor shelter services)
 - c) Meals;
 - d) Storage of Personal Belongings;
 - e) Mail service; and
 - f) Day services
- mail *Visitors Center/Multipurpose (Bldg #13)*; local telephone service *Visitors Center/Multipurpose (Bldg #13)*; food pantry *Visitors Center/Multipurpose (Bldg #13)*; daytime recreation (board games, cards, place to just relax) *Pavilion (Bldg #14)*; clothes closet *Visitors Center/Multipurpose (Bldg #13)*; and storage of personal belongings *Visitors Center/Multipurpose (Bldg #13)*;

- As soon as hot water becomes available add: showers *Dormitory (Bldg #6)*. To operate 7:00 a.m. to 7:00 p.m. 7 days per week; emergency shelter for individuals (male on one side and female on the other side) *Dormitory (Bldg #6)* Shelter to operate 24/7/365; laundry service for bedding and shower linens *Offsite until laundry room comes online*
- laundry service for client’s and resident clothes; dormitory bedding and shower linens. *Laundry Bldg. 9*. To operate 7:00 a.m. to 7:00 p.m. 7 days per week.
- Continue working with community service providers to bring in additional services as space allows.

Performance Specifications: The Provider shall implement homeless programs and services in such a manner as to accomplish the following performance measure and outcome targets for Year 1. The actual outcomes for Year 1 will help provide targets for Year 2 and Year 3 performance measures.

Activities	Outputs	Outcomes	Indicator	Service provided by:
Increased access to services by at-risk and vulnerable populations	100 unduplicated clients will be served	TBD	Number of unduplicated clients (all services)	ACCHH and various partner agencies
Reduce hunger	An average of 75 meals per day or 27,375 per year will be served. 100 unduplicated clients will be served	TBD	Number of Meals Served Number of unduplicated clients provided meals	ACCHH and various partner agencies
Reduce homelessness	100 unduplicated clients will be provided with emergency shelter. (18,250 nights of emergency shelter)	TBD	Number of unduplicated clients provided emergency shelter Number of emergency shelter nights provided	ACCHH
Increase self sufficiency	75 unduplicated clients will be provided with case management	TBD	Number of clients provided with case management	ACCHH and various partner agencies

Year 2 Services (FY 2014-2015)
(October 1, 2014 through September 30, 2015)

No later than September 30, 2014, the Provider shall prepare a more detailed timeline of Services for Year 2 and shall submit same to the City for review and upon approval shall be incorporated into this Agreement.

October 1, 2014 through December 31, 2014: Begin provision of Expanded Services, including but not limited to, and based on building availability per the License Agreement:

- a) Emergency Shelter;
 - b) Transportation;
 - c) Job skills training, job search and job placement assistance;
 - d) Education and life skills training;
 - e) Preventive Health Care and Behavioral Health Services;
 - f) Drop-in Childcare;
 - g) Recreation; and
 - h) Food service.
- On or before October 1, 2014, the Provider shall submit a Security Plan to the City and shall provide some form of overnight shelter (whether in an open air pavilion, outdoor camping or within a dormitory) operating nightly.

January 1, 2015 through September 2015: As buildings, grounds and funding for expansion of services and renovation of buildings becomes available, begin provision of Additional Services to include:

- a) Medical Services;
- b) Gardening;
- c) Other services and functions as may be appropriate and desired by the Community.

Year 3 Services (FY 2015-2016)
(October 1, 2015 through September 30, 2016)

No later than July 31, 2015, the Provider shall prepare a more detailed timeline of Services for Year 3 and shall submit same to the City for review and upon approval shall be incorporated into this Agreement.

- Continue provision of Interim Services, Phase I Services, Expanded and Additional Services. Continue adding and refining services to best meet the needs of the Community.

ATTACHMENT B**PROJECTED AGREEMENT BUDGET**

Year 1 Services (FY 2013-2014)
(February 10, 2014 through September 30, 2014)

<u>Revenues</u>	<u>Budget</u>
City of Gainesville – General Revenue	\$154,000.00
Alachua County- General Revenue	\$154,000.00
ACCHH:	
Cash:	
DCF Grant	\$ 58,673.00
HUD HMIS Grant	\$ 51,989.00
CAPP Grant	\$ 6,674.00
CAPP Awards	\$ 6,279.00
EFSP	\$ 1,250.00
City Community Grant Program	\$ 2,458.00
Membership Dues	\$ 6,000.00
Fundraising	\$ 2,000.00
Donations	\$ 130.00
In-Kind Contributions:	<u>\$272,797.00</u>
Subtotal:	\$408,250.00
 Total Revenue:	 \$716,250.00

Expenditures

	<u>Cash</u>	<u>In-Kind/Match</u>
Operational Costs	\$ 95,000.00	\$ 148,000.00
Start Up Costs	\$ 99,000.00	\$ 90,000.00
Personnel Costs	\$ 106,000.00	\$ 150,250.00
Administrative Costs	<u>\$ 8,000.00</u>	<u>\$ 20,000.00</u>
Subtotal Expenditures	\$ 308,000.00	\$408,250.00
 Total Expenditures:		 \$716,250.00

Budget subject to change based on funding availability

Year 2 Services (FY 2014-2015)
(October 1, 2014 through September 30, 2015)

Revenues

Budget

City of Gainesville – General Revenue	\$154,000.00
Alachua County- General Revenue	\$154,000.00
ACCHH:	
Cash:	
DCF Grant	\$ 71,428.00
HUD HMIS Grant	\$ 89,124.00
City Community Grant Program	\$ 2,458.00
Membership Dues	\$ 6,000.00
Fundraising	\$ 2,000.00
Donations	\$ 130.00
In-Kind Contributions:	<u>\$147,110.00</u>
Subtotal:	\$318,250.00

Total Revenue: **\$626,250.00**

Expenditures

	<u>Cash</u>	<u>In-Kind/Match</u>
Operational Costs	\$ 95,000.00	\$ 148,000.00
Personnel Costs	\$ 205,000.00	\$ 150,250.00
Administrative Costs	<u>\$ 8,000.00</u>	<u>\$ 20,000.00</u>
Subtotal Expenditures	\$ 308,000.00	\$318,250.00

Total Expenditures: **\$626,250.00**

Budget subject to change based on funding availability

Year 3 Services (FY 2015-2016)
(October 1, 2015 through September 30, 2016)

Revenues

Budget

City of Gainesville – General Revenue	\$154,000.00
Alachua County- General Revenue	\$154,000.00
ACCHH:	
Cash:	
DCF Grant	\$ 71,428.00
HUD HMIS Grant	\$ 89,124.00
City Community Grant Program	\$ 2,458.00
Membership Dues	\$ 6,000.00
Fundraising	\$ 2,000.00
Donations	\$ 130.00
In-Kind Contributions:	<u>\$147,110.00</u>
Subtotal:	\$318,250.00
 Total Revenue:	 \$626,250.00

Expenditures

	<u>Cash</u>	<u>In-Kind/Match</u>
Operational Costs	\$ 95,000.00	\$ 148,000.00
Personnel Costs	\$ 205,000.00	\$ 150,250.00
Administrative Costs	<u>\$ 8,000.00</u>	<u>\$ 20,000.00</u>
Subtotal Expenditures	\$ 308,000.00	\$318,250.00
 Total Expenditures:		 \$626,250.00

Budget subject to change based on funding availability

ATTACHMENT C
INVOICE
(Print Invoice on Agency Letterhead)

Reporting Period: _____
Invoice No.: _____

Program Revenues:

Category	Approved Budget	Current Period	Cumulative To-Date	Available Balance
1. City of Gainesville/ Alachua County Funds				
2. ACCHH Funds (attach Match Report)				
3. Other Funds (attach Match Report)				
Total Revenues:				

Program Expenditures:

Category	Approved Budget	Current Period	Cumulative To-Date	Available Balance
1. Administrative Costs				
2. Facility Operations				
3. Services & Activities				
4. Other (specify):				
5. Other (specify):				
Total Expenditures:				

Funds Requested : \$ _____

I certify the above to be accurate and in agreement with the books and records of the Alachua County Coalition for the Homeless and Hungry, Inc. I further certify that , to the best of my knowledge, the data reported herein is correct.

Authorized Signature: _____

Date: _____

Title: _____

MATCH REPORT

Indicate the Specific Sources, Funded Project Activity, and Amounts of Matching Funds for the Project during this Reporting Period:

Federal Funds (HUD, etc.)	Amount
_____	_____
_____	_____
_____	_____
Subtotal	_____

State Funds (State Trust Funds, etc.)	Amount
_____	_____
_____	_____
_____	_____
Subtotal	_____

Other Funds (Local Government, etc.)	Amount
_____	_____
_____	_____
_____	_____
Subtotal	_____

Private (Cash, Donations, In-Kind, etc.)	Amount
_____	_____
_____	_____
_____	_____
Subtotal	_____
Total	_____

NARRATIVE REPORT

Activity Status/Accomplishments:

(Include brief narrative summary of Scope and Schedule of Services)

ACTIVITY STATUS REPORT PERSONS SERVED

Total Persons Served	
Adults	
Children	
Gender	
Male	
Female	
Other	
Refused	
Total	
Age	
Under 18	
18-25	
26-40	
41-61	
62+	
Don't Know	
Missing Info	
Total	
Special Populations	
Chronically Homeless	
Veterans	
Other:	
Other:	
Other:	
Total	
Race	
White	
African American	
Native American	
Asian	
Multi-Racial	
Other:	
Total	
Ethnicity	
Hispanic	
Non-Hispanic	
Total	

The Provider shall enter data on all clients served and all services provided at GCI into the local Continuum of Care Homeless Information Management System (HMIS) and/or other comparable databases. This requirement shall be passed down to all collaborative organizations providing services at GCI.

ATTACHMENT C

ACTIVITY STATUS REPORT SERVICES & ACTIVITIES

Intake & Case Management	
Intake /Assessment	
Referrals	
Case Management	
Total	
Day Services	
Showers	
Storage & Lockers	
Mail/Telephone/Computer	
Laundry	
Clothing Closet	
Daytime Recreation	
Other:	
Other:	
Total	
Meals	
Breakfast	
Lunch	
Dinner	
Food Pantry	
Other:	
Other:	
Total	
Shelter	
Emergency Shelter	
Other:	
Other:	
Other:	
Total	
Total Service Activities	

**FIRST AMENDMENT TO
CITY OF GAINESVILLE, FLORIDA
SERVICE AGREEMENT
FOR THE
PROVISION OF HOMELESS SERVICES**

THIS FIRST AMENDMENT TO SERVICE AGREEMENT is made and entered into this 4th day of August, 2014, by and between the City of Gainesville, a municipal corporation of the State of Florida (the "City"), and the Alachua County Coalition for the Homeless and Hungry, Inc. a Florida not-for-profit corporation (the "Provider").

WITNESSETH:

WHEREAS, the parties hereto previously entered into a Service Agreement dated February 11, 2014 (the "Agreement") to implement, administer and provide services for homeless persons at the City's One Stop Homeless Center located at the former site of the Gainesville Correctional Institution at 2845 NE 39th Avenue, Gainesville, Florida (the "Facility"); and

WHEREAS, the Provider has requested to amend the Service Agreement to revise the payment schedule for FY 2013-2014 for the Services performed pursuant to this Agreement; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree to amend the Agreement as follows:

Section 3.2.1, FY 2013-2014 of the Agreement is amended as follows, with deletions shown in ~~strike-through~~ and additions shown in underline:

3.2.1 FY 2013-2014: Provider shall submit a written request describing the need for and uses of an advance payment in order to prepare to provide Services pursuant to this Agreement. Upon review and approval of the written request, the City agrees to pay the Provider an advance payment in the amount of Seventy-Seven Thousand Dollars and 00/100 (\$77,000.00). Provider may Invoice for ~~eight (8)~~ two (2) additional monthly payments of \$28,875 and four (4) additional monthly payments of \$43,312.50.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

Signed, sealed and delivered
In the presence of the following witnesses:

Karen E Pruss
Print Name: KAREN E PRUSS

Kimberly Sweigard
Print Name: Kimberly Sweigard

CITY:
CITY OF GAINESVILLE

Russ Blackburn
Russ Blackburn, Manager

Approved as to Form and Legality
By: Nicolle M. Shalley
Nicolle M. Shalley
City Attorney

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 4th day of August, 2014, by Russ Blackburn, as the Manager of the City of Gainesville, a municipal corporation, and who has acknowledged that he/she has executed the same on behalf of the City, and that he was authorized to do so. He is personally known to me or has produced _____ as identification.

Helen J. Harris
Notary Public, State of Florida



Signed, sealed and delivered
In the presence of the following witnesses:

Cynthia Chapman
Print Name: Cynthia Chapman

Mary Charlene Boice
Print Name: Mary Charlene Boice

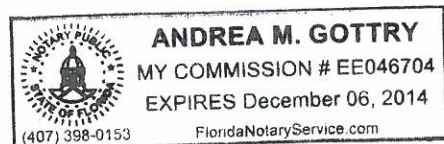
PROVIDER:
ALACHUA COUNTY COALITION
FOR THE HOMELESS AND
HUNGRY, INC.

Donna Fagan
Donna Fagan, Board Chair

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 24th day of July, 2014, by Donna Fagan, Board Chair of the Alachua County Coalition for the Homeless and Hungry, Inc., a Florida not-for-profit corporation, and who has acknowledged that she has executed the same on behalf of the corporation, and that she was authorized to do so. She is personally known to me or has produced _____ as identification.

Andrea M. Gottry
Notary Public, State of Florida



**SECOND AMENDMENT TO
CITY OF GAINESVILLE, FLORIDA
SERVICE AGREEMENT
FOR THE
PROVISION OF HOMELESS SERVICES**

THIS SECOND AMENDMENT TO SERVICE AGREEMENT is made and entered into this 29th day of August, 2014, by and between the **City of Gainesville**, a municipal corporation of the State of Florida (the "City"), and the **Alachua County Coalition for the Homeless and Hungry, Inc.** a Florida not-for-profit corporation (the "Provider").

WITNESSETH:

WHEREAS, the parties hereto previously entered into a Service Agreement dated February 11, 2014 (the "Agreement") to implement, administer and provide services for homeless persons at the City's One Stop Homeless Center located at the former site of the Gainesville Correctional Institution at 2845 NE 39th Avenue, Gainesville, Florida (the "Facility"); and

WHEREAS, the parties entered into a First Amendment to the Service Agreement dated August 4, 2014 (the "First Amendment") to amend the payment schedule in Section 3.2.1 of the Agreement; and

WHEREAS, the parties desire to amend Attachment A. Scope of Services to the Agreement to clarify the timeline and requirements for the provision of shelter services; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties further amend the Agreement as follows:

ATTACHMENT A, SCOPE AND SCHEDULE OF SERVICES is amended and restated in its entirety. The amended and restated ATTACHMENT A is attached to and made a part of this Second Amendment. For ease of reference, words deleted are shown in ~~strikethrough~~ and words added are shown in underline.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the Agreement and First Amendment shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment effective on the day and year first above written.

Signed, sealed and delivered
In the presence of the following witnesses:

Karen E. Pruss
Print Name: KAREN E. PRUSS

Kimberly Sweigard
Print Name: Kimberly Sweigard

CITY:
CITY OF GAINESVILLE

Russ Blackburn
Russ Blackburn, Manager

Approved as to Form and Legality
By: Nicolle M. Shalley
Nicolle M. Shalley
City Attorney

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 8th day of September, 2014, by Russ Blackburn, as the Manager of the City of Gainesville, a municipal corporation, and who has acknowledged that he/she has executed the same on behalf of the City, and that he was authorized to do so. He is personally known to me or has produced _____ as identification.

Helen J. Harris
Notary Public, State of Florida



Signed, sealed and delivered
In the presence of the following witnesses:

Charlene Boice
Print Name: Charlene Boice

Lauw Liang
Print Name: Lauw Liang

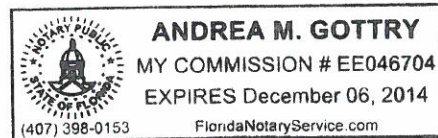
PROVIDER:
ALACHUA COUNTY COALITION
FOR THE HOMELESS AND
HUNGRY, INC.

Donna Fagan
Donna Fagan, Board Chair

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 29th day of August, 2014, by Donna Fagan, Board Chair of the Alachua County Coalition for the Homeless and Hungry, Inc., a Florida not-for-profit corporation, and who has acknowledged that he has executed the same on behalf of the corporation, and that he was authorized to do so. He is personally known to me or has produced Personally Known as identification.

Andrea M. Gottry
Notary Public, State of Florida



ATTACHMENT A

SCOPE AND SCHEDULE OF SERVICES

The following describes the minimum level of services that shall be provided by the Provider. Services shall be provided to the entire homeless population, regardless of sexual orientation, race, color, gender, age, religion, national origin, marital status, disability or gender identity. The Provider shall accept and give first priority to all referrals for Services, particularly shelter, made by the City, subject to capacity limits of the portions of the Facility conveyed by license agreement to the Provider.

The City fully expects that after the commencement date for Interim Services (as described in Attachment A) the Provider, together with each of its member providers and subcontractors providing Services at the Facility, will cease the provision of any homeless services (including without limitation, distribution of food, clothing and supplies) on any other City property or public right-of-way.

The following are projected timelines of planned services and activities. The Provider is encouraged to, and will not be penalized in any way for, providing services earlier than projected in this timeline. It is expected that throughout the term of this Agreement, the level and capacity of Services will grow and be expanded by the Provider.

<p style="text-align: center;">Year 1 Services (FY 2013-2014) (February 10, 2014 through September 30, 2014)</p>
--

February 10, 2014 – April 30, 2014: Prepare for provision of Interim Services, including but not limited to the following activities:

- Arrange for utilities to be turned on/transferred to ACCHH, including: electric; water; telephones; Internet to be turned on *Pavilion (Bldg #14); Visitors Center/ Multipurpose (Bldg #13); Chapel (Bldg #12); Portion of Food Service (Bldg #11), and Dormitory (Bldg #6)*
- Relocate ACCHH offices *Chapel (Bldg #12) - offices*
- Hire Operations Director, Office Manger
- Begin entering into Memoranda of Understanding with community service providers who will relocate staff to *GCI Chapel (Bldg #12) – offices; Visitors Center/Multipurpose (Bldg #13)*
- Begin recruiting meal providers from those already providing meals on the Plaza as well as others. Seek volunteers for other tasks. *Chapel (Bldg #12) – offices; Visitors Center/Multipurpose (Bldg #13)*
- Purchase and/or receive donations of and set up equipment for initial service provision (lockers, towels, tables and chairs, dining utensils, plates, etc.) *Portion of Food Service (Bldg #11) - dining and service area; Visitors Center/Multipurpose (Bldg #13)*

- Receive donations of and/or purchase as necessary office equipment, furniture, beds, bedding, etc. *Pavilion (Bldg #14); Visitors Center/Multipurpose (Bldg #13) ; Chapel (Bldg #12) ; Portion of Food Service (Bldg #11) , and Dormitory (Bldg #6)*
- Make space available for use for small meetings *Chapel (Bldg #12) – meeting room and kitchen area*. Times to be arranged with ACCHH for opening and closing of space.
- Hire and train Client Advocates; recruit volunteers. Client Advocates, along with volunteers, will man the day services and emergency shelter.
- Set up space in advance of beginning direct client services including bringing in community service providers so that they can also begin setting up their work areas. *Pavilion (Bldg #14); Visitors Center/Multipurpose (Bldg #13)*
- Hold official ribbon cutting

May 1, 2014– June 30, 2014: Begin provision of Interim Services, including but not limited to the following:

- a) Management of Facility;
 - b) Coordination of Services & Activities
 - c) Meals (at least 2 ready-to-eat meals per day); and
 - d) Restroom Facilities
- restrooms (toilets and sinks only) *Visitors Center/Multipurpose (Bldg #13)*; service of pre-prepared meals and/or cold meals *Portion of Food Service (Bldg #11)*; intake/assessment/case management *Visitors Center/Multipurpose (Bldg #13)*; To operate 7:00 a.m. until 7:00 p.m., 7 days per week.
 - Make space available for larger gatherings *Chapel (Bldg #12) - sanctuary and kitchen*. Times to be arranged with ACCHH for opening and closing of space.

July 1, 2014 – September 30, 2014: Begin provision of Phase I services including, but not limited to, and based on building availability per the License Agreement:

- a) Supportive Services of Information, Referral, Intake and Case Management;
 - b) Emergency Overnight Shelter (indoor/outdoor shelter services may be provided indoors or outdoors)
 - c) Meals;
 - d) Storage of Personal Belongings;
 - e) Mail service; and
 - f) Day services
- mail *Visitors Center/Multipurpose (Bldg #13)*; local telephone service *Visitors Center/Multipurpose (Bldg #13)*; food pantry *Visitors Center/Multipurpose (Bldg #13)*; daytime recreation (board games, cards, place to just relax) *Pavilion (Bldg #14)*; clothes

closet *Visitors Center/Multipurpose (Bldg #13)*; and storage of personal belongings *Visitors Center/Multipurpose (Bldg #13)*;

- Overnight shelter shall be provided each night (outdoors in the Pavilion (Bldg #14) or other suitable outdoor location or indoors in a suitable building) up to the capacity limits of the particular location(s) or building(s).
- As soon as hot water becomes available add: showers *Dormitory (Bldg #6)*. To operate 7:00 a.m. to 7:00 p.m. 7 days per week; emergency shelter for individuals (male on one side and female on the other side) *Dormitory (Bldg #6)* Shelter to operate 24/7/365; laundry service for bedding and shower linens *Offsite until laundry room comes online*
- laundry service for client’s and resident clothes; dormitory bedding and shower linens. *Laundry Bldg. 9*. To operate 7:00 a.m. to 7:00 p.m. 7 days per week.
- Continue working with community service providers to bring in additional services as space allows.

Performance Specifications: The Provider shall implement homeless programs and services in such a manner as to accomplish the following performance measure and outcome targets for Year 1. The actual outcomes for Year 1 will help provide targets for Year 2 and Year 3 performance measures.

Activities	Outputs	Outcomes	Indicator	Service provided by:
Increased access to services by at-risk and vulnerable populations	100 unduplicated clients will be served	TBD	Number of unduplicated clients (all services)	ACCHH and various partner agencies
Reduce hunger	An average of 75 meals per day or 27,375 per year will be served. 100 unduplicated clients will be served	TBD	Number of Meals Served Number of unduplicated clients provided meals	ACCHH and various partner agencies
Reduce homelessness	100 unduplicated clients will be provided with <u>emergency overnight</u> shelter. (18,250 nights of <u>emergency overnight</u>	TBD	Number of unduplicated clients provided <u>emergency overnight</u> shelter Number of <u>emergency</u>	ACCHH

	shelter)		<u>overnight</u> shelter nights provided	
Increase self sufficiency	75 unduplicated clients will be provided with case management	TBD	Number of clients provided with case management	ACCHH and various partner agencies

**Year 2 Services (FY 2014-2015)
(October 1, 2014 through September 30, 2015)**

No later than September 30, 2014, the Provider shall prepare a more detailed timeline of Services for Year 2 and shall submit same to the City for review and upon approval shall be incorporated into this Agreement.

October 1, 2014 through December 31, 2014: Begin provision of Expanded Services, including but not limited to, and based on building availability per the License Agreement:

- a) Emergency Indoor Overnight Shelter;
- b) Transportation;
- c) Job skills training, job search and job placement assistance;
- d) Education and life skills training;
- e) Preventive Health Care and Behavioral Health Services;
- f) Drop-in Childcare;
- g) Recreation; and
- h) Food service.

- On or before October 1, 2014, the Provider shall submit a Security Plan to the City. ~~and shall provide some form of overnight shelter (whether in an open air pavilion, outdoor camping or within a dormitory) operating nightly.~~
- On or before October 1, 2014, indoor overnight shelter shall be provided each night (in Bldg #6 and/or other suitable dormitory building) up to the capacity limits of the particular building(s). Overflow shelter shall continue to be provided outdoors in the Pavilion (Bldg #14) or other suitable outdoor location.

January 1, 2015 through September 2015: As buildings, grounds and funding for expansion of services and renovation of buildings becomes available, begin provision of Additional Services to include:

- a) Medical Services;
- b) Gardening;
- c) Other services and functions as may be appropriate and desired by the Community.

Year 3 Services (FY 2015-2016)
(October 1, 2015 through September 30, 2016)

No later than July 31, 2015, the Provider shall prepare a more detailed timeline of Services for Year 3 and shall submit same to the City for review and upon approval shall be incorporated into this Agreement.

- Continue provision of Interim Services, Phase I Services, Expanded and Additional Services. Continue adding and refining services to best meet the needs of the Community.