

**FIFTH AMENDMENT TO INTERLOCAL AGREEMENT
BETWEEN ALACHUA COUNTY AND THE CITY OF GAINESVILLE
FOR THE EMPOWERMENT CENTER**

This Fifth Amendment to the Interlocal Agreement between Alachua County and the City of Gainesville for the Empowerment Center (the "Fifth Amendment") is entered into by and between ALACHUA COUNTY, a charter county and political subdivision of Florida (the "County"), and the CITY OF GAINESVILLE, a municipal corporation (the "City").

WITNESSETH

WHEREAS, the County and City are authorized by §163.01, Florida Statutes, to enter into interlocal agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of the citizens of Alachua County; and

WHEREAS, the issue of homelessness impacts the County and City, and is a quality of life issue that is concerning to County and City residents; and

WHEREAS, the County and City, in a continuing effort to cooperate in the provision of homeless services, entered into an Interlocal Agreement for the Empowerment Center on August 28, 2014, (the "Agreement"), as amended by a First Amendment on February 11, 2015, (the "First Amendment"), a Second Amendment on June 28, 2016, (the "Second Amendment"), a Third Amendment on February 15, 2017, (the "Third Amendment"), and a Fourth Amendment in November 2017 (the "Fourth Amendment"); and

WHEREAS, the County and City wish to amend the Agreement to provide additional funding to assist in the continued efforts of the Empowerment Center to provide services to the homeless of Alachua County.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Agreement is hereby amended as follows:

1. Section 2 of the Agreement is hereby deleted and the following shall be inserted in its place:

Funding for the Service Agreement.

FY 2017-2018. The parties agree to budget \$218,500 (\$109,250 each from the City and County as appropriated by the Gainesville City Commission and Board of County Commissioners) to extend services for three months, from October 1, 2017, through December 31, 2017, to be disbursed by the City to the Provider in accordance with the Service Agreement between the City and the Provider.

The parties agree to budget \$368,500 (\$184,250 each from the City and County as appropriated by the Gainesville City Commission and Board of County Commissioners) to extend services for three months, from January 1, 2018, through March 31, 2018, to be disbursed by the City to the Provider in accordance with the Service Agreement between the City and the Provider.

FY 2016-2017. The parties agree to budget \$874,000 (\$437,000 each from the City and County as appropriated by the Gainesville City Commission and Board of County Commissioners) for services rendered in FY 2016-2017 to be disbursed by the City to the Provider in accordance with the Service Agreement between the City and the Provider. The County shall make payment of \$218,500 to the City within 30 days of execution of this Agreement; and payment of \$218,500 to the City on or before July 31, 2017, for a total amount \$437,000.

In accordance with the Service Agreement, the Provider shall submit a reconciliation report to the City no later than December 31 following any given year of services that itemizes the Provider's expenditures for the year and any funds paid to the Provider by the City that were not expended. Any funds unexpended by the Provider at the termination of the Service Agreement shall be reimbursed to the City. Within 90 days of any such reimbursement from the Provider to the City, the City shall reimburse to the County one-half of the reimbursement.

FY 2015-2016. For purposes of this section, "Private Fundraising" means unrestricted private funding received net of Fundraising Expenses, and does not include state, federal, or local government grants or funding, or private grants or funding provided for a restricted use. "Fundraising Expenses" means all costs incurred in connection with fundraising efforts, including but not limited to: staff wages associated with fundraising efforts; costs of fundraising campaigns and events; advertising, mailing, and printing costs; administrative, banking, and other fees charged in connection with online or other donations; and costs of maintaining and selling donated properties.

The parties agree to budget a total amount of \$780,793.50 (\$390,396.75 each from the City and County as appropriated by the Gainesville City Commission and Board of County Commissioners) for services rendered in FY 2015-2016 to be disbursed by the City to the Provider in accordance with the Service Agreement. The County shall make payment of \$195,198.38 to the City within 30 days of execution of this Agreement; and payment of \$195,198.37 to the City on or before August 31, 2016.

The total disbursement of \$780,793.50 includes a fundraising contingency of \$221,113.50 that shall be provided to the Provider contingent upon Private Fundraising received by the Provider in FY 2015-2016. In addition to this \$221,113.50 Private Fundraising contingency, which amount was based on anticipated fundraising efforts of persons other than the Provider, the Provider had previously budgeted a Private Fundraising goal of \$60,000.00, for a total Private Fundraising goal in FY 2015-2016 of \$281,113.50.

In accordance with the Service Agreement, on or before May 15, 2016, and then again on or before November 15, 2016, the Provider shall reimburse the City with all Private Fundraising the Provider received in excess of \$60,000.00 and up to the contingency amount of \$221,113.50. The City shall, no later than 60 days after receiving any reimbursement from the Provider, disburse to the County one-half of the total reimbursement the City received from the Provider.

FY 2013-2014 and FY 2014-2015. The parties agree to budget \$308,000 (\$154,000 each from the City and County as appropriated by the Gainesville City Commission and Board of County Commissioners) per year for services rendered in FY 2013-2014 and FY 2014-2015 to be disbursed by the City to the Provider in accordance with the Service Agreement. The parties agree to budget additional funding totaling \$251,680 (\$125,840 each from the City and County as appropriated by the Gainesville City Commission and Board of County Commissioners) for services rendered in FY 2014- 2015 to be disbursed by the City to the Provider in accordance with the Service Agreement.

The County shall make payment of \$154,000 to the City for FY2013-2014 within 30 days of execution of this Agreement; and payment of \$154,000 to the City for FY 2014-2015 shall be made in quarterly installments due by October 31, 2014; January 31, 2015; April 30, 2015; and July 31, 2015. The County shall make payment as follows: October 31, 2014, \$38,500.00; January 31, 2015, \$80,447.00; April 30, 2015, \$80,447.00; and July 31, 2015, \$80,446.00. The City shall disburse up to \$559,680 annually to the Provider in accordance with the Service Agreement.

2. Except as expressly amended herein, all other terms and provisions of the Agreement between the parties, dated August 28, 2014, and as amended as described above, shall be and remain in full force and effect.
3. Should there be any conflict between the terms of the Agreement and this Fifth Amendment, the terms of this Fifth Amendment shall govern.
4. This Fifth Amendment shall be effective upon the date of execution of all parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this Fifth Amendment to the Interlocal Agreement between Alachua County and the City of Gainesville for the Empowerment Center on the respective dates beneath each signature.

ALACHUA COUNTY:

**BOARD OF COUNTY COMMISSIONERS
ALACHUA COUNTY, FLORIDA**

ATTEST:

J. K. "Jess" Irby, Clerk

By: _____, Chair
Board of County Commissioners

Date: _____

APPROVED AS TO FORM:

Sylvia Torres, County Attorney

CITY OF GAINESVILLE:

CITY OF GAINESVILLE, FLORIDA

ATTEST:

Michael D. Ganey

Clerk of the Commission
City of Gainesville

By: *LR*

Lauren Poe, Mayor

Date: 11/26/18

APPROVED AS TO FORM:

Nicolle M. Shalley, City Attorney

APPROVED AS TO FORM AND LEGALITY 12/12/17
By: *SM*
Sean M. McDermott
Assistant City Attorney II
City of Gainesville, Florida