

**August 19, 2014**

**Summary of Edits Requested by the County  
to the Interlocal Agreement**

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<p><b>City Language</b>  <b>WHEREAS</b>, the City has purchased improved property located at 2845 NE 39th Avenue, Gainesville, Florida, for the purpose of providing a site for the provision of homeless services (the “Empowerment Center”) and has entered into a Service Agreement and a License Agreement for a portion of the property with the Alachua County Coalition for the Homeless and Hungry, a Florida non-profit corporation (the “Provider”) for the provision of homeless services at the Empowerment Center;</p>	<p><b>Edit Requested by County</b>                  Insert “dated February 11, 2014” after “Service Agreement” to be more specific.</p>
<p><b>City Staff Recommendation</b>                  Staff has no objections to this addition.</p>	

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<p><b>City Language</b>  <b>WHEREAS</b>, the County operates the Alachua County Office of Social Services (the “ACOSS”) to provide, either directly or by referrals to other agencies, eligible low income residents of Alachua County with social service assistance for which there are no federal, state, or private programs available. The goal of the ACOSS is to support individuals in their efforts to achieve or return to self-sufficiency; and</p>	<p><b>Edit Requested by County</b>                  Strike entire paragraph</p>
<p><b>City Staff Recommendation</b>                  Staff has no objections to this change.</p>	

<p><b>City Language</b>  <b>2. Funding for the Service Agreement.</b> 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) in each of FY 2013-2014, FY 2014-2015 and FY2015-2016 to be disbursed by the City to the Provider in accordance with the Service Agreement. The County shall make payment of its \$154,000 to the City by October 31st of each fiscal year.</p>	<p><b>Edit Requested by County</b>  <b>2. Funding for the Service Agreement.</b> 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 &amp; 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 by October 31, 2014 and an additional payment of \$154,000 to the City by October 31, 2015.</p>
<p><b>City Staff Recommendation</b>                  The County is recommending two (2) years of joint funding for the project. The funding requirement is for \$308,000 in each of FY 2013-2014, FY 2014-2015 and FY2015-2016 to match the existing service agreement with ACCHH. The County’s proposed language would require the City to fund the entire amount of the service agreement for FY2015-2016, unless negotiated and amended in the future.</p> <p>The City’s fiscal year ends on September 30<sup>th</sup>. The City has not received any funding for the FY13-14 year to date from the County. However, the City has been expending payments to the Provider (ACCHH) in good faith that the County will be jointly funding the project. The original language was written so that the funding could be expected in the beginning of each fiscal year (October) to avoid potential delays in making payments to the Provider for services to be provided at the Empowerment Center. This change could require the City to front all the funding during the year and be reimbursed by the County in October after the fiscal year has closed.</p>	

<p><b>City Language</b>  <b>e. Resources.</b> The City and/or County shall provide staffing to the Oversight Board, including, without limitation, serving as clerk to the Oversight Board, publishing a notice of meetings, preparing an agenda and recording and keeping official minutes of each Oversight Board meeting.</p>	<p><b>Edit Requested by County</b>  <b>e. Resources.</b> The County shall provide administrative support to the Oversight Board, including, without limitation, serving as clerk to the Oversight Board, publishing a notice of meetings, preparing an agenda and recording and keeping official minutes of each Oversight Board meeting.</p>
<p><b>City Staff Recommendation</b>                  City staff does not object to this change if the County wishes to provide all the administrative support for the Board instead of sharing these duties with the City.</p>	

Page 3 (Section 3.f.2)

<b>City Language</b> f. (2) The Oversight Board shall hold quarterly public meetings in the Alachua County Administration Building Auditorium.	<b>Edit Requested by County</b> f. (2) The Oversight Board shall hold quarterly public meetings.
<b>City Staff Recommendation</b> Staff has no objections to this change.	

Page 4 (Section 5)

<b>City Language</b> A copy of any notice, request or approval to the County must also be sent to:  Office of Management and Budget Alachua County 105 SE 1st Ave., #6 Gainesville, FL 32601	<b>Edit Requested by County</b> A copy of any notice, request or approval to the County must also be sent to:  Administrative Services - Purchasing Attn: Contracts 12 SE 1st Street Gainesville, FL 32601
<b>City Staff Recommendation</b> Staff has no objections to this change.	

<p><b>City Language</b></p> <p>6. Default and Termination - Either party may terminate this Agreement (through action of its respective Commission) with or without cause by first providing at least thirty (30) days written notice to the other, prior to the termination date. The County Manager is authorized to provide written notice of default on behalf of the County. The City Manager is authorized to provide written notice of default on behalf of the City.</p> <p>If funds to finance this Agreement become unavailable, either party may terminate the Agreement with no less than twenty-four hours notice in writing to the other. The terminating party will be the final authority as to the availability of funds. The terminating party will pay the other for all work completed prior to any notice of termination. For purposes of this financial exigency provision, the City Manager and County Manager are authorized to provide notice and terminate this Agreement.</p>	<p><b>Edit Requested by County</b></p> <p>6. Default and Termination - Either party may terminate this Agreement (through action of its respective Commission) with or without cause by first providing at least thirty (30) days written notice to the other, prior to the termination date. The County Manager is authorized to provide written notice of default on behalf of the County. The City Manager is authorized to provide written notice of default on behalf of the City.</p> <p>In case of termination, the County shall be due from the City a pro rated share of funding provided calculated from date of termination to the end of the contract year.</p>
<p><b>City Staff Recommendation</b></p> <p>If the City accepts the County’s requested change in Section 2, and agrees to allow the County to fund their half of the agreement after the fiscal year has ended (in arrears), the requested language change no longer makes sense, as the City is fronting all the funds.</p> <p>In this situation, City staff would recommend that the language be amended as a condition of allowing the County to pay in arrears:</p> <p>“In case of termination, the City shall be due from the County a pro rated share of the County funding as provided in Section 2 calculated from the beginning of that fiscal year to the date of termination.”</p> <p>However, if the City and County agree to retain the original language in Section 2, and the County pays their half of the funding to the City during the first month of each fiscal year, City staff has no objection to the proposed change in this section.</p>	