

**SECOND AMENDMENT TO
SERVICE AGREEMENT
FOR THE
PROVISION OF HOMELESS SERVICES**

This SECOND AMENDMENT ("Second Amendment") is entered into by and between the City of Gainesville, Florida, a municipal corporation ("City"), and the Alachua County Coalition for the Homeless and Hungry, Inc., a Florida not-for-profit corporation ("Provider"). The City and the Provider may be collectively referred to herein as the "Parties" or individually referred to as a "Party."

WITNESSETH:

WHEREAS, on April 12, 2017, the City and the Provider entered into a Service Agreement for the Provision of Homeless Services ("Service Agreement") that had an effective date of October 1, 2016; and

WHEREAS, the parties amended the Service Agreement ("First Amendment") and extended its term to December 30, 2017; and

WHEREAS, the parties desire to further amend the Service Agreement in accordance with Section 26 of the Service Agreement.

NOW, THEREFORE, City and Provider agree as follows:

1. **Section 3, TERM, of the Service Agreement, as amended by the First Amendment, is further amended as follows:**

This Agreement is made effective October 1, 2016 (the "Effective Date") and shall continue through ~~September 30, 2017~~ March 31, 2018, unless sooner terminated or unless extended by agreement of the Parties in accordance with Section 26, Amendments.

2. **Section 4, FUNDING, of the Service Agreement, as amended by the First Amendment, is deleted and replaced as follows, in order to add a new Subsection 4.1 regarding funding for January 1, 2018 through March 31, 2018:**

The City shall pay the Provider for the Services performed pursuant to this Agreement. The maximum amount the City will pay the Provider each fiscal year (i.e., beginning October 1 and ending September 30) during the term of this Agreement is set forth below. No later than December 31 following any given year of services, the Provider shall submit a reconciliation report to the City itemizing the Provider's expenditures for the previous year and any funds paid to the Provider by the City that were not expended. Any unexpended funds remaining at the termination of this Agreement shall be reimbursed to the City.

The City and County have each expressed intent to provide one-half of the funding to be paid by the City to the Provider each fiscal year during the Term of this Agreement. However, it is 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 any future appropriations.

It is understood that the City and County funding is insufficient to manage and operate a robust one-stop homeless services center. Therefore, the Provider warrants and represents that, to reduce its reliance on funding from the City and the County, it will exert its best efforts to secure private, local, state, and federal funds and grants. As part of the Budget Reports (described in Section 7 below), the Provider will report all additional (non-City and non-County) funding received in furtherance of the Project. In addition, the Provider will exert its best efforts to secure such volunteers and in-kind services as are necessary to provide the balance of support needed to adequately operate and maintain the one-stop homeless services center at the Facility.

4.1 A PORTION OF YEAR 5 – (January 1, 2018 through March 31, 2018)

The sum of \$368,500, made in three monthly installments (two payments of \$122,830 and one payment of \$122,840).

4.2 A PORTION OF YEAR 5 – (October 1, 2017 through December 31, 2017)

The sum of \$218,500, made in three monthly installments (two payments of \$72,800 and one payment of \$72,900).

4.3 YEAR 4 – (October 1, 2016 through September 30, 2017 (FY 2016-2017))

The sum of \$874,000, made in twelve monthly installments (eleven (11) monthly payments of \$72,800 and one (1) monthly payment of \$73,200). Funds must be expended by the Provider in substantial accordance with the authorized distribution of funds, as detailed in **ATTACHMENT B – Agreement Budget**.

The Provider may amend the line items of the Agreement Budget, provided: 1) the total amount of such amendments does not exceed 10 percent of the line item; 2) there is no change in the total amount of compensation provided by the City to the Provider; and 3) the Provider gives the City advance notice of such amendments. Any other amendments to this Agreement or the attachments included herein shall be completed in accordance with Section 26 of this Agreement.

4.4 YEAR 3 – (October 1, 2015 through September 30, 2016 (FY 2015-2016))

The parties acknowledge that the Provider has satisfactorily performed services for Year 3 under the Service Agreement and the City has paid the Provider in full for Year 3.

4.5 YEAR 2 – (October 1, 2014 through September 30, 2015 (FY 2014-2015))

The parties acknowledge that the Provider has satisfactorily performed services for Year 2 under the Original Agreement and the Amended Agreement and the City has paid the Provider in full for Year 2.

4.6 YEAR 1 – (February 10, 2014 through September 30, 2014 (FY 2013-2014))

The parties acknowledge that the Provider has satisfactorily performed services for Year 1 under the Original Agreement and the City has paid the Provider in full for Year 1.

3. **Save and except as expressly amended herein, all other terms and provisions of the Service Agreement shall be and remain in full force and effect.**

IN WITNESS WHEREOF, the Parties hereto have executed and caused this Second Amendment to take effect as of the date the last of the Parties has executed same.


CITY:




Anthony Lyons, City Manager

Date 1-2-18

PROVIDER:


_____, Board Chair
Date 12/28/17

WITNESS:




Signature
Printed Name: Alexandra Roque

WITNESS:



Signature
Printed Name: Joseph J. Jackson

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

**FIRST AMENDMENT TO
SERVICE AGREEMENT
FOR THE
PROVISION OF HOMELESS SERVICES**

This FIRST AMENDMENT ("First Amendment") is entered into by and between the City of Gainesville, Florida, a municipal corporation ("City"), and the Alachua County Coalition for the Homeless and Hungry, Inc., a Florida not-for-profit corporation ("Provider"). The City and the Provider may be collectively referred to herein as the "Parties" or individually referred to as a "Party."

WITNESSETH:

WHEREAS, on April 12, 2017, the City and the Provider entered into a Service Agreement for the Provision of Homeless Services ("Service Agreement") that had an effective date of October 1, 2016; and

WHEREAS, the parties desire to amend the Service Agreement in accordance with Section 26 of the Service Agreement.

NOW, THEREFORE, City and Provider agree as follows:

1. Section 3, TERM, of the Service Agreement is amended as follows:

This Agreement is made effective October 1, 2016 (the "Effective Date") and shall continue through ~~September 30, 2017~~ December 31, 2017, unless sooner terminated or unless extended by agreement of the Parties in accordance with Section 26, Amendments.

2. Section 4, FUNDING, of the Service Agreement is deleted and replaced as follows, in order to add a new Subsection 4.1 regarding funding for October 1, 2017 through December 31, 2017:

The City shall pay the Provider for the Services performed pursuant to this Agreement. The maximum amount the City will pay the Provider each fiscal year (i.e., beginning October 1 and ending September 30) during the term of this Agreement is set forth below. No later than December 31 following any given year of services, the Provider shall submit a reconciliation report to the City itemizing the Provider's expenditures for the previous year and any funds paid to the Provider by the City that were not expended. Any unexpended funds remaining at the termination of this Agreement shall be reimbursed to the City.

The City and County have each expressed intent to provide one-half of the funding to be paid by the City to the Provider each fiscal year during the Term of this Agreement. However, it is 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 any future appropriations.

It is understood that the City and County funding is insufficient to manage and operate a robust one-stop homeless services center. Therefore, the Provider warrants and represents that, to reduce its reliance on funding from the City and the County, it will exert its best efforts to secure private, local,

state, and federal funds and grants. As part of the Budget Reports (described in Section 7 below), the Provider will report all additional (non-City and non-County) funding received in furtherance of the Project. In addition, the Provider will exert its best efforts to secure such volunteers and in-kind services as are necessary to provide the balance of support needed to adequately operate and maintain the one-stop homeless services center at the Facility.

4.1 A PORTION OF YEAR 5 – (October 1, 2017 through December 31, 2017)

The sum of \$218,500, made in three monthly installments (two payments of \$72,800 and one payment of \$72,900).

4.2 YEAR 4 – (October 1, 2016 through September 30, 2017 (FY 2016-2017))

The sum of \$874,000, made in twelve monthly installments (eleven (11) monthly payments of \$72,800 and one (1) monthly payment of \$73,200). Funds must be expended by the Provider in substantial accordance with the authorized distribution of funds, as detailed in **ATTACHMENT B – Agreement Budget**.

The Provider may amend the line items of the Agreement Budget, provided: 1) the total amount of such amendments does not exceed 10 percent of the line item; 2) there is no change in the total amount of compensation provided by the City to the Provider; and 3) the Provider gives the City advance notice of such amendments. Any other amendments to this Agreement or the attachments included herein shall be completed in accordance with Section 26 of this Agreement.

4.3 YEAR 3 – (October 1, 2015 through September 30, 2016 (FY 2015-2016))

The parties acknowledge that the Provider has satisfactorily performed services for Year 3 under the Service Agreement and the City has paid the Provider in full for Year 3.

4.4 YEAR 2 – (October 1, 2014 through September 30, 2015 (FY 2014-2015))

The parties acknowledge that the Provider has satisfactorily performed services for Year 2 under the Original Agreement and the Amended Agreement and the City has paid the Provider in full for Year 2.

4.5 YEAR 1 – (February 10, 2014 through September 30, 2014 (FY 2013-2014))

The parties acknowledge that the Provider has satisfactorily performed services for Year 1 under the Original Agreement and the City has paid the Provider in full for Year 1.

- 3. Save and except as expressly amended herein, all other terms and provisions of the Service Agreement shall be and remain in full force and effect.**

IN WITNESS WHEREOF, the Parties hereto have executed and caused this First Amendment to take effect as of the date the last of the Parties has executed same.


CITY:



Anthony Lyons, City Manager

Date 10-1-17

PROVIDER:



Julia Grady, Board Chair

Date 9/18/17

WITNESS:



Signature


Printed Name: Alexandra Aboue

WITNESS:



Signature

Printed Name: Joseph S. Jackson

APPROVED AS TO FORM AND LEGALITY 9/26/17
By: 
Sean M. McDermott
Assistant City Attorney II
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, ("City")** and the **Alachua County Coalition for the Homeless and Hungry, Inc., a Florida not-for-profit corporation, ("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, Florida, and is a quality of life issue concerning Alachua County residents; and

WHEREAS, the complexity of homelessness and the need for comprehensive support systems within the community to meet the basic needs of homeless persons requires a collaborative effort; and

WHEREAS, the City and County desire to support homeless services to enhance the general health, safety and welfare of the citizens of the City and the County; 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 ("Facility") and on December 19, 2013, the City Commission authorized City staff to negotiate a contract with the Provider; and

WHEREAS, the City and County have expressed the intent to budget local government funding as may be appropriated annually by the Gainesville City Commission and the Board of County Commissioners to provide support for the provision of services for homeless persons at the Facility; and

WHEREAS, the City and County have entered into an Interlocal Agreement that created the Oversight Advisory Board and provides for the equally-shared funding of this Agreement; and

WHEREAS, the Provider provides homeless services to persons in Gainesville and Alachua County and is willing and capable of providing such services at the Facility; and

WHEREAS, the City and the Provider entered into: 1) a Service Agreement dated February 11, 2014, as was amended by First Amendment dated August 4, 2014, and by Second Amendment dated August 29, 2014 (collectively the "Original Agreement"), 2) an Amended and Restated Service Agreement dated October 1, 2014 ("Amended Agreement"), and 3) a License Agreement dated February 11, 2014 ("License Agreement"); and

WHEREAS, the City and the Provider entered into a Service Agreement for the Provision of Homeless Services ("Service Agreement") dated May 17, 2016 (but with an effective date of October 1, 2015), which superseded the Amended Agreement (which superseded the Original Agreement); and

WHEREAS, the parties desire to amend the Service Agreement.

NOW, THEREFORE, City and Provider agree as follows:

1. **EFFECT**

As of the Effective Date of this Agreement, the Service Agreement is superseded by this Agreement and this Agreement shall govern the rights and obligations of the parties arising after the Effective Date of this Agreement.

2. **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. The Scope and Schedule of Services describes the minimum level of services that shall be provided by the Provider to promote the following goals: preventing homelessness; diverting individuals from emergency shelter; rapidly moving households to permanent housing; reducing time spent homeless on streets and in shelters; stabilizing persons in housing with emphasis on permanent housing; and increasing self-sufficiency.

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, together with each of its member providers, subcontractors and any other party providing Services at the Facility, shall not provide 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 the City/County Oversight Advisory Board and provide input and participate in strategic planning sessions to identify the long-term vision, short-term objectives, service offerings, physical development, funding mechanisms, implementation timeline, and appropriate performance metrics for the homeless services component of the Empowerment Center.

Collectively, the obligations described in this Section 2 may be referred to as the “Project,” the “Services” or the “Work.”

3. **TERM**

This Agreement is made effective October 1, 2016 (the “Effective Date”) and shall continue through September 30, 2017, unless sooner terminated or unless extended by agreement of the Parties in accordance with Section 26, Amendments.

4. **FUNDING**

The City shall pay the Provider for the Services performed pursuant to this Agreement. The maximum amount the City will pay the Provider each fiscal year (i.e., beginning October 1 and ending September 30) during the term of this Agreement is set forth below. No later than December 31 following any given year of services, the Provider shall submit a reconciliation report to the City itemizing the Provider’s expenditures for the previous year and any funds paid to the Provider by the City that were not expended. Any unexpended funds remaining at the termination of this Agreement shall be reimbursed to the City.

The City and County have each expressed intent to provide one-half of the funding to be paid by the City to the Provider each fiscal year during the Term of this Agreement. However, it is 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 any future appropriations.

It is understood that the City and County funding is insufficient to manage and operate a robust one-stop homeless services center. Therefore, the Provider warrants and represents that, to reduce its reliance on funding from the City and the County, it will exert its best efforts to secure private, local, state, and federal funds and grants. As part of the Budget Reports (described in Section 7 below), the Provider will report all additional (non-City and non-County) funding received in furtherance of the Project. In addition, the Provider will exert its best efforts to secure such volunteers and in-kind services as are necessary to provide the balance of support needed to adequately operate and maintain the one-stop homeless services center at the Facility.

4.1 YEAR 4 – (October 1, 2016 through September 30, 2017 (FY 2016-2017))

The sum of \$874,000, made in twelve monthly installments (eleven (11) monthly payments of \$72,800 and one (1) monthly payment of \$73,200). Funds must be expended by the Provider in substantial accordance with the authorized distribution of funds, as detailed in **ATTACHMENT B – Agreement Budget**.

The Provider may amend the line items of the Agreement Budget, provided: 1) the total amount of such amendments does not exceed 10 percent of the line item; 2) there is no change in the total amount of compensation provided by the City to the Provider; and 3) the Provider gives the City advance notice of such amendments. Any other amendments to this Agreement or the attachments included herein shall be completed in accordance with Section 26 of this Agreement.

4.2 YEAR 3 – (October 1, 2015 through September 30, 2016 (FY 2015-2016))

The parties acknowledge that the Provider has satisfactorily performed services for Year 3 under the Service Agreement and the City has paid the Provider in full for Year 3.

4.3 YEAR 2 – (October 1, 2014 through September 30, 2015 (FY 2014-2015))

The parties acknowledge that the Provider has satisfactorily performed services for Year 2 under the Original Agreement and the Amended Agreement and the City has paid the Provider in full for Year 2.

4.4 YEAR 1 – (February 10, 2014 through September 30, 2014 (FY 2013-2014))

The parties acknowledge that the Provider has satisfactorily performed services for Year 1 under the Original Agreement and the City has paid the Provider in full for Year 1.

5. INVOICES/PAYMENT

The Provider shall request payment on a monthly basis to be paid in advance through submission of an Invoice (in the form as provided in **ATTACHMENT C - Invoice**) along with the Service Report required by Section 6 below.

The Provider shall not submit more than one invoice per thirty (30) day period. Each Invoice and Service Report must be received by the City's Contract Manager by the 10th of the month for which payment is requested. Upon receipt of the Invoice and properly completed Service Report, the Invoice will be processed for payment. Each monthly payment will be made by the City no later than the 20th day of the month, or the following business day if the 20th of the month is not a City business day. The City shall remit payment to the Provider via electronic funds transfer.

6. PERFORMANCE MEASURES AND INFORMATION REPORTS

6.1 Monthly: For the period from October 1, 2016, through September 30, 2017, the Provider shall complete and submit with its Invoice for the coming month, a Performance Measures and Information Report (in the form as provided in **ATTACHMENT D – Performance Measures and Information Report**) for the prior month (e.g., the March invoice will be submitted with the February Performance Measures and Information Report); provided that, Performance Measures and Information Reports for the months up to and including the month in which this Agreement is executed shall be submitted with the Invoice for the month following the execution of this Agreement.

The Provider shall also submit a copy of the Invoice and Performance Measures and Information Report to the staff liaison for the Oversight Advisory Board, so that it may be included in the next agenda package.

6.2 Annual: On or before November 1, 2017, and on or before November 1st of each year thereafter, the Provider shall submit an annual Performance Measures and Information Report to the staff liaison for the Oversight Advisory Board. The report shall describe the Provider's activities in accordance with **ATTACHMENT A – Scope and Schedule of Services**, and shall indicate whether the Provider did not meet, met or exceeded the target level of performance measures.

7. BUDGET REPORTS/FINANCIAL ACCOUNTABILITY

The Provider shall submit the following reports (collectively referred to as the "Budget Reports") to the staff liaison for the Oversight Advisory Board. The Budget Reports shall be prepared in accordance with generally accepted accounting principles (GAAP) and shall include all sources of revenue and all expenditures for the Project, not just the revenues and expenditures associated with the City and County funding.

- On or before **February 1, 2017**, a comparison of the estimated budget with the actual budget for the first quarter (October 1 – December 31); and
- On or before **May 1, 2017**, a comparison of the estimated budget with the actual budget for the second quarter (January 1 – March 31), including a mid-year true-up revenue and expense budget and performance measures report for the period October 1-March 31); and
- On or before **August 1, 2017**, a comparison of the estimated budget with the actual budget for the third quarter (March 31 – June 30); and
- On or before **November 1, 2017**, a comparison of the estimated budget with the actual budget for the final quarter (July 1 – September 30), including an annual true-up revenue and expense budget and performance measures report for the period October 1-September 30; and
- On or before **April 30, 2017**, the Provider's Annual Audited Financial Statements for fiscal year ending June 30, 2016.

8. PERFORMANCE REVIEW/ADDITIONAL REPORTING

The Oversight Advisory Board will review each Budget Report, along with the corresponding monthly and annual Performance Measures Reports, to determine the sufficiency of the Provider's performance under this Agreement and the proper use of the City and County funding provided to date. The Oversight Advisory Board shall provide its report and recommendations, if any, to the City Commission and Board of County Commissioners for such action as each Commission may deem advisable.

The Provider is encouraged to keep such data as will enable it to present an overall picture of its performance to the Oversight Advisory Board, the City Commission and the Board of County Commissioners.

- 8.1 In addition to the Performance Measures Reports and Budget Reports, 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, County or the Oversight Advisory Board. Provider will also provide information on unmet needs and forecast service demands, as observed or documented (such as through the Point-in-Time Survey) by the Provider.
- 8.2 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, as requested by the City, County or the Oversight Advisory Board.
- 8.3 The Provider, and all subcontractors and members providing services at the Facility, shall enter data on all clients served and all services provided at the Facility into the local Continuum of Care Homeless Information Management System (HMIS) and/or other comparable databases.
- 8.4 The City reserves the right to reasonably revise the forms or formats of the Invoices, Performance Measures Reports, Budget Reports or any other requested reports, upon which Provider will use such new forms or formats as are provided by the City.

9. DEFAULT AND TERMINATION

- 9.1 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.
- 9.2 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.
- 9.3 If the City or County funding becomes 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.

10. 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 because 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 the agent, representative, employee or servant of the City. Policies and decisions of the Provider, which are utilized in its performance of this Agreement, shall not be construed to be the policies or decisions of the City.

11. 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. This section does not apply to the Storage/Disposition of Personal Belongings removed from City Property, which has a separate indemnification provision as set forth in ATTACHMENT A.

12. 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.

13. TIMELINESS/CARE

The City and Provider agree time is of the essence in performance of the Services and that the Services provided under this Agreement shall be performed with care reasonably expected for such Services. In particular, the Provider shall manage the Facility and the services provided therein in and safe and secure manner, including without limitation, maintaining and following a security plan and imposing such rules and regulations as are necessary or advisable for safe and secure operations.

14. 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.

15. 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.

16. 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.

17. INSURANCE

The Provider shall maintain insurance in the amounts stated below. 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.

- 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 (if the Provider owns or leases a vehicle that is used in the performance of this Agreement or the Work): Property Damage \$500,000 per occurrence (combined single limit for bodily injury and property damage).

18. 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.

19. CONTACT PERSONS/NOTICE

The parties designate the following persons 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 below persons may not be the persons authorized to bind the Party with respect to this Agreement. For any notice(s) required to be provided pursuant to this Agreement, the parties shall provide such notice 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

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

Provider

Theresa Lowe, Executive Director
3055 NE 28th Drive
Gainesville, Florida 32609
Phone: (352) 792-0800

20. PERMITS

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

21. 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 that 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.

22. PUBLIC RECORDS

Florida has a very broad public records law and certain records of the Provider may be subject to the Florida Public Records Act (Chapter 119, Florida Statutes). By entering into this Agreement with the City, the Provider acknowledges that it will comply with this section and that failure by Provider to comply with this section is a breach of this Agreement and the City may pursue all available remedies. A request to inspect or copy any public records, as defined in Section 119.011(12), Florida Statutes, relating to this Agreement must be made directly to the City. If the City does not possess the requested public records, the City shall immediately notify the Provider of the request and the Provider shall, within a reasonable duration of time, either provide the records to the City or allow the records to be inspected or copied. In addition, the Provider shall:

- a) Keep and maintain all public records required by the City to perform the service;
- b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time 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 for the duration of this Agreement and following termination of this Agreement if the Provider does not transfer the records to the City; and
- d) Upon termination of this Agreement, transfer to the City at no cost to the City all public records in possession of the Provider or keep and maintain the public records required by the City to perform the service. If the Provider transfers all public records to the City upon termination of this Agreement, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon termination of this Agreement, the Provider shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

- Fred Murry, Assistant City Manager
City Manager's Office, Mail Station 6
Post Office Box 490
Gainesville, Florida 32627-0490
Phone: (352) 393-5010
Email: murryfj@cityofgainesville.org

23. 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.

24. 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.

25. CAPTIONS AND SECTION HEADINGS

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

26. AMENDMENTS

This Agreement may be modified and amended by mutual agreement of the parties; however, any modification shall become effective only upon a written amendment to this Agreement, duly executed by the duly authorized representative of each Party. Except for amendments that increase the funding, reduce the services to be provided, or extend the term of this Agreement; the City Manager is authorized to execute amendments to this Agreement, subject to approval by the City Attorney as to form and legality.

27. THIRD PARTY BENEFICIARIES

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

28. 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.

29. 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 in part 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.

30. ATTACHMENTS

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

31. 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:


Anthony Lyons, City Manager

4-12-17
Date

PROVIDER:


ACCH, Board Chair

April 6, 2017
Date

WITNESS:


Helen Harris
Signature

Printed Name: Helen Harris

WITNESS:

Georgina Banum
Signature

Printed Name: Georgina Banum

APPROVED AS TO FORM AND LEGALITY
By:  8/11/17
Sean M. McDermott
Assistant City Attorney II
City of Gainesville, Florida

ATTACHMENT A SCOPE AND SCHEDULE OF SERVICES

October 1, 2016 – September 30, 2017 (Year 4)

Coordinated Entry System

Provider will participate in the local Continuum of Care (CoC) (North Central Florida Alliance for the Homeless and Hungry) Coordinated Entry (CE) system. A purpose of the CE system is to ensure that at risk and vulnerable populations experiencing homelessness can receive assistance to find stable housing by quickly identifying, assessing, connecting individuals to housing support services and housing resources. The CE is also intended to provide the way for more efficient homeless assistance systems by:

- Helping individuals move through the system faster (by reducing the amount of time spent moving from program to program before finding the right match);
- Reducing new entries into homelessness (by consistently offering prevention and diversion resources upfront, reducing the number of people entering the system unnecessarily); and
- Improving data collection and quality; and providing accurate information on the types of assistance individuals need.

The Provider must utilize the local CoC's standardized assessment and access for all individuals, as well as a coordinated referral and housing placement process, as part of the Provider's participation in the CE system. The goal of the CE system is to ensure that individuals experiencing homelessness receive appropriate assistance with both immediate and long-term housing and service needs. The CE is designed to connect individuals with the appropriate service(s) in a manner that is streamlined, effective and seamless from the individual's perspective, even if that service(s) is not offered by the Provider's organization. The overall goal of the CE is to have a standardized process from initial engagement to successful housing placement.

Provider must demonstrate compliance with the requirement by October 1, 2016.

Performance Measure 1: Ensure that admissions to Shelter are generated through the CE system.

- **Benchmark: ≥ 98%**

Homeless Information Management System (HMIS)

The Provider, and other agencies that utilize HMIS and provide services funded by this Agreement at the Facility, shall enter data on all clients served and all services provided at the Facility into the local Continuum of Care Homeless Information Management System (HMIS) to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness.

The Provider must utilize the HMIS software selected by the local CoC. The CoC Lead Agency is expected to ensure that the HMIS software complies with applicable HUD's data collection, management, and reporting standards.

Provider must demonstrate compliance with the requirement by October 1, 2016.

Performance Measure 1: Percentage of program participants who receive services funded by this Agreement that are entered in HMIS.

- **Benchmark: $\geq 95\%$**

Vulnerability Index -Service Prioritization Decision Assistance Tool **(VI-SPDAT)**

The Provider, and all subcontractors and members providing housing-related services at the Facility, shall utilize a VI-SPDAT system to pre-screen or triage individuals. The purpose of using the VI-SPDAT system is to quickly assess the health and social needs of homeless persons and match them with the most appropriate support and housing interventions that are available within the community. The VI-SPDAT system is a brief survey designed to allow homeless service providers to quickly assess and prioritize individuals who are homeless in the community and identify whom to treat first based on the acuity of their needs. The VI-SPDAT system determines an acuity score for each homeless person who participates in the program. The scores can then be compared and used to identify and prioritize individuals for different housing interventions based upon their acuity. The purpose of using the VI-SPDAT will assist providers to move beyond only assisting those clients who request services at their particular agency and begin to work together to prioritize all homeless persons in the community, regardless of where they are assessed, in a consistent and transparent manner.

Provider must demonstrate compliance with the requirement by October 1, 2016.

Performance Measure 1: Percentage of housing program participants with a VI-SPDAT.

- **Benchmark: $\geq 95\%$**

Performance Measure 2: Percentage of housing program participants who have a VI-SPDAT assessment prior to receiving a housing referral through the Coordinated Entry (CE) system.

- **Benchmark: $\geq 85\%$**

Shelter Programs

Performance Measure 1: Bed Use.

Ensure that new admissions to shelter are prioritized for available beds based on priorities established by the CoC.

- **Benchmark: $\geq 90\%$**

Performance Measure 2: Individuals Served.

2.1 Outdoor Shelter: Outdoor shelter will be provided on the Visitor Pavilion for up to 55 individuals per night.

2.2 Indoor Shelter: Indoor shelter will be provided to homeless individuals in Dorm D or another suitable building for an average of 45 homeless individuals per night.

- **Benchmarks:**

- Outdoor or Indoor Shelter provided to ≥ 400 unduplicated clients annually.
- Indoor Shelter provided to an average of ≥ 45 persons per night.

Performance Measure 3: Time Spent in Emergency Shelter.

Provider will endeavor to reduce the length of time individuals remain in Emergency Shelter.

- **Benchmarks:**
 - ≤ 60 days average length of stay in Outdoor Shelter.
 - ≤ 60 days average length of stay in Indoor Shelter
 - $\geq 50\%$ Indoor Shelter residents exit from Indoor Shelter within 30 days.

Performance Measure 4: Inclement Weather Shelter.

On nights of inclement weather (e.g., severe thunderstorms, temperature of 45 degrees or lower), as declared by the City in a notice to the Provider or by the County Emergency Management System, the Welcome Center or other suitable building will be opened to allow those in Outdoor Shelter to be sheltered indoors during the inclement weather. Provide nightly temporary shelter, as notified by the City.

- **Benchmark: 100% of nights as to which notice is provided.**

Performance Measure 5: Emergency Plan.

Provider must have an annual Emergency Activation Plan approved by the Alachua County Emergency Management Department. The Provider must provide copies of the Emergency Activation Plan to the City and County by February 28, 2017.

- **Benchmark: Annual Emergency Activation plan approved by Alachua County Emergency Management.**

Performance Measure 6: Complete a self-assessment of shelter policies and practices using the "Is Your Shelter Housing-Focused?" Questionnaire developed by the Florida Housing Coalition.

- **Benchmark: Complete and submit the Questionnaire along with a copy of all policies or practices that are not consistent with a Housing Focused approach to the Oversight Board no later than September 30, 2017.**

Additional Information Reporting.

In addition to reporting the foregoing Performance Measures, Provider will report HMIS data regarding:

- Where individuals exiting Outdoor Shelter exited to.
- Where individuals exiting Indoor Shelter exited to.
- Of the individuals who exit to RRH or PSH, the percentage who return to Emergency Shelter within six months.

Homeless Assistance Programs

Performance Measure 1: Diversion from Homelessness.

1.1 Percentage of individuals requesting shelter that were screened to determine eligibility for diversion

- **Benchmark: $\geq 95\%$**

1.2 Percentage of cases requesting emergency shelter that were diverted from emergency shelter.

- **Benchmark: \geq 15%**

Performance Measure 2: Housing Case Management.

2.1 Those remaining in emergency indoor shelter beyond 7 days will meet with the Case Manager to develop a written plan to obtain housing and exit shelter.

- **Benchmark: \geq 90%**

2.2 A minimum of weekly meetings with those individuals who have a written housing plan.

- **Benchmark: \geq 90%**

2.3 Those remaining in emergency outdoor shelter beyond 7 days will meet at least weekly with staff to develop and/or update a plan to obtain housing and exit shelter.

- **Benchmark: \geq 90%**

One Stop Services

Output 1: Meals (reduce hunger).

Meals will be provided twice a day, seven days a week. Food sufficient for up to 75 persons will be provided at breakfast and food sufficient for up to 125 persons will be provided at dinner.

- **Benchmark: Meals provided to \geq 1500 unduplicated clients annually.**
- **Average of \geq 275 meals served per day.**

Output 2: Day Services (Increase access to services by at risk and vulnerable populations).

A variety of support services will be provided to at risk and vulnerable populations seven (7) days a week including, but not limited to day shelter, bathrooms, showers, laundry facilities, storage of personal belongings, telephones, mail service, information and referral, and intake. The following day services will be provided as many days as staffing capacity allows computer lab and clothes closet.

- **Benchmark: Services provided to \geq 1500 unduplicated clients annually.**

Output 3: General Case Management.

“Case Management” means a collaborative process that assesses, plans, implements, coordinates, monitors and evaluates the options and services required to meet the client’s human services needs.

- **Benchmark: Services provided to \geq 300 unduplicated clients annually.**

Output 4: Collaboration with other Agencies.

Provider will request from each agency providing services at the one stop center a monthly report specifying the number of people served and the type of service provided, and will summarize the information provided in a monthly report to the staff liaison for the Oversight Advisory Board.

- **Benchmark: Monthly report summarizing collaboration with other agencies.**

Other Services

Storage/Disposition of Personal Belongings removed from City Property

Pursuant to its written Guidelines, the City Parks Department removes unattended personal belongings from certain City properties, inventories the belongings, places an identification number on the belongings and will transport the belongings to the Facility and turn over custody of the belongings, along with the written inventory, to the Provider. The City will transport and set up

storage bins at the Facility for use by the Provider. The Provider shall then be responsible for the following:

- The belongings shall be stored in the storage bins or other secure location for 90 days from the date delivered to the Provider.
- The belongings will be released to the rightful owner upon request and establishment of ownership rights. The owner may establish his/her ownership rights by describing the belongings he/she seeks to recover with particularity, as well the location from which it was removed, or by providing any other proof of ownership. For items that are identified on the inventory as being in the custody of the Gainesville Police Department (GPD), ACCHH staff shall provide the contact information for the custodian at GPD.
- After the 90 day period has expired, ACCHH staff may dispose of the belongings by one of the following methods: 1) retain the property for use at the Facility, 2) donate the property to a charitable organization, 3) sell the property and use the sale proceeds for providing services at the Facility, or 4) throw away the property if it cannot be put to beneficial re-use.
- ACCHH staff will record the method and date of the final disposition of the item on the inventory record, including name of the staff member who released the item to the owner or disposed of the item, the date the item was released or disposed of, the recipient's name and contact information if applicable.

Except for matters arising from the Provider's failure to follow the above requirements, the City shall indemnify and save harmless the Provider, its officers, employees, and volunteers 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 from the City's collection, inventory and transporting of the personal belongings or from the Provider's storage and disposition of the personal belongings.

October 1, 2015 – September 30, 2016 (Year 3)

Shelter

- 1.1 Outdoor shelter: Outdoor shelter will be provided on the Visitor Pavilion for up to 55 individuals per night.
- 1.2 Indoor shelter: Indoor shelter will be provided in Dorm D or another suitable building for an average of 25 qualified individuals per night. "Qualified" means the individual receiving indoor shelter must be willing to develop and follow a case management plan, must not be under the influence of alcohol or drugs, and must be working, actively seeking employment, volunteering or be excused therefrom.
- 1.3 Inclement weather shelter: On nights of inclement weather (e.g., severe thunderstorms, temperature of 45 degrees or lower), the Welcome Center or other suitable building will be opened to allow those in Outdoor Shelter to be sheltered indoors during the inclement weather.

Meals: Meals will be provided twice a day, seven days a week. Food sufficient for up to 75 persons will be provided at breakfast and food sufficient for up to 125 persons will be provided at dinner.

Day Services: The following day services will be provided seven days a week: day shelter, bathrooms, showers, laundry facilities, storage of personal belongings, telephones, mail service, information and referral, and intake. The following day services will be provided as many days as staffing allows: computer lab and clothes closet.

Case Management: All persons receiving indoor shelter shall be provided with case management services. "Case Management" means a collaborative process that assesses, plans, implements, coordinates, monitors and evaluates the options and services required to meet the client's human services needs.

Storage/Disposition of Personal Belongings removed from City Property: Pursuant to its written Guidelines, the City Parks Department removes unattended personal belongings from certain City properties, inventories the belongings, places an identification number on the belongings and will transport the belongings to the Facility and turn over custody of the belongings, along with the written inventory, to the Provider. The City will transport and set up storage bins at the Facility for use by the Provider. The Provider shall then be responsible for the following:

- The belongings shall be stored in the storage bins or other secure location for 90 days from the date delivered to the Provider.
- The belongings will be released to the rightful owner upon request and establishment of ownership rights. The owner may establish his/her ownership rights by describing the belongings he/she seeks to recover with particularity, as well the location from which it was removed, or by providing any other proof of ownership. For items that are identified on the inventory as being in the custody of the Gainesville Police Department (GPD), ACCHH staff shall provide the contact information for the custodian at GPD.
- After the 90 day period has expired, ACCHH staff may dispose of the belongings by one of the following methods: 1) retain the property for use at the Facility, 2) donate the property to a charitable organization, 3) sell the property and use the sale proceeds for providing services at the Facility, or 4) throw away the property if it cannot be put to beneficial re-use.
- ACCHH staff will record the method and date of the final disposition of the item on the inventory record, including name of the staff member who released the item to the owner or disposed of the item, the date the item was released or disposed of, the recipient's name and contact information if applicable.

Except for matters arising from the Provider's failure to follow the above requirements, the City shall indemnify and save harmless the Provider, its officers, employees, and volunteers 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 from the City's collection, inventory and transporting of the personal belongings or from the Provider's storage and disposition of the personal belongings.

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

Shelter

- 1.1 Outdoor shelter: Outdoor shelter will be provided on the Visitor Pavilion for up to 56 individuals per night.

- 1.2 Indoor shelter: Indoor shelter will be provided in Dorm A or another suitable building for up to 22 qualified individuals per night. "Qualified" means the individual receiving indoor shelter must be willing to develop and follow a case management plan, must not be under the influence of alcohol or drugs, and must be working or volunteering or be excused therefrom.
- 1.3 Inclement weather shelter: On nights of inclement weather (e.g., severe thunderstorms, temperature of 45 degrees or lower), the Welcome Center or other suitable building will be opened to allow those in Outdoor Shelter to be sheltered indoors during the inclement weather.

Meals: Meals will be provided twice a day, seven days a week. Food sufficient for up to 75 persons will be provided at breakfast and food sufficient for up to 100 persons will be provided at dinner.

Day Services: The following day services will be provided seven days a week: day shelter, bathrooms, showers, laundry facilities, storage of personal belongings, telephones, mail service, information and referral, and intake. The following day services will be provided as many days as staffing allows: computer lab and clothes closet.

Case Management: All persons receiving indoor shelter shall be provided with case management services. "Case Management" means a collaborative process that assesses, plans, implements, coordinates, monitors and evaluates the options and services required to meet the client's human services needs.

Storage/Disposition of Personal Belongings removed from City Property: Pursuant to its written Guidelines, the City Parks Department removes unattended personal belongings from certain City properties, inventories the belongings, places an identification number on the belongings and will transport the belongings to the Facility and turn over custody of the belongings, along with the written inventory, to the Provider. The City will transport and set up storage bins at the Facility for use by the Provider. The Provider shall then be responsible for the following:

- The belongings shall be stored in the storage bins or other secure location for 90 days from the date delivered to the Provider.
- The belongings will be released to the rightful owner upon request and establishment of ownership rights. The owner may establish his/her ownership rights by describing the belongings he/she seeks to recover with particularity, as well the location from which it was removed, or by providing any other proof of ownership. For items that are identified on the inventory as being in the custody of the Gainesville Police Department (GPD), ACCHH staff shall provide the contact information for the custodian at GPD.
- After the 90 day period has expired, ACCHH staff may dispose of the belongings by one of the following methods: 1) retain the property for use at the Facility, 2) donate the property to a charitable organization, 3) sell the property and use the sale proceeds for providing services at the Facility, or 4) throw away the property if it cannot be put to beneficial re-use.
- ACCHH staff will record the method and date of the final disposition of the item on the inventory record, including name of the staff member who released the item to the owner or disposed of the item, the date the item was released or disposed of, the recipient's name and contact information if applicable.

Except for matters arising from the Provider's failure to follow the above requirements, the City shall indemnify and save harmless the Provider, its officers, employees, and volunteers 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 from the City's collection, inventory and transporting of the personal belongings or from the Provider's storage and disposition of the personal belongings.

February 10, 2014 – September 30, 2014 (Year 1)

As provided in the Original Agreement.

**ATTACHMENT B
AGREEMENT BUDGET**

**PROVIDER: Alachua County Coalition for the Homeless and Hungry, Inc.
Contract Period: October 1, 2016-September 30, 2017**

<u>Revenues</u>	<u>Amount</u>
City of Gainesville/Alachua County:	\$874,000.00
ACCHH Contribution:	<u>\$100,000.00</u>
Total Revenues:	<u><u>\$974,000.00</u></u>

<u>Expenditures</u>	<u>Amount</u>
Personnel:	\$640,879.00
Operational:	\$290,000.00
Administrative:	<u>\$ 43,121.00</u>
Total Expenditures:	<u><u>\$974,000.00</u></u>

Note: only \$18,000 has been approved by the City and County Commissions for the Community Services Building.

**ATTACHMENT C
INVOICE
(Print Invoice on Agency Letterhead)**

Payment request for the month of: _____
Invoice No.: _____

Funds Requested: \$ _____

**I certify that the Program and Services Reports for the monthly period _____
_____ submitted with this Invoice is based on
actual data collected by ACCHH staff. I further certify that all Services have been performed in
accordance with the Agreement.**

Authorized Signature: _____

Date: _____

Title: _____

ATTACHMENT D – PART 1 OF 2

PERFORMANCE MEASURES AND INFORMATION REPORT (UNDUPLICATED PERSONS SERVED) FOR THE MONTH OF _____

Demographic Information	# of unduplicated persons
Gender	
Male	
Female	
Other or Refused to Identify	
TOTAL:	0
Age	
Under 18	
18-30	
31-50	
51-61	
62+	
Unknown or Refused to Identify	
TOTAL:	0
Special Populations	
Chronically Homeless	
Veteran	
Physically disabled	
Other (please specify):	
Other (please specify):	
TOTAL:	0
Race	
White	
African American	
Native American	
Asian	
Multi-Racial	
Other	
Refused to Identify	
TOTAL:	0
Ethnicity	
Hispanic	
Non-Hispanic	
Refused to Identify	
TOTAL:	0
Type of Service Provided	
Case Management	
Day Service	
Meal	
Outdoor Shelter	
Indoor Shelter	
SUBTOTAL:	0
Other (Please Provide Summary in Monthly Report):	
TOTAL:	0

ATTACHMENT D – PART 2 OF 2

PERFORMANCE MEASURES AND INFORMATION REPORT FOR THE MONTH OF _____

Performance Measure #	Performance Measure	Benchmark	Current Period	Year to Date	Benchmark Met? Y or N	Comments
Coord Entry 1	Ensure that admissions to Shelter are generated through the Coordinated Entry system.	≥ 98%.				
HMIS 1	Percentage of program participants who receive services funded by this Agreement that are entered in HMIS.	≥ 95%.				
VI-SPDAT 1	Percentage of housing program participants with a VI-SPDAT.	≥ 95%.				
VI-SPDAT 2	Percentage of housing program participants who have a VI-SPDAT assessment prior to receiving a housing referral through the Coordinated Entry system.	≥ 85%.				
Shelter Programs 1	<i>Bed Use:</i> Ensure that new admissions to shelter are prioritized for available beds based on priorities established by the CoC.	≥ 90%.				
Shelter Programs 2.1	<i>Individuals Served - Outdoor Shelter:</i> Outdoor shelter will be provided on the Visitor Pavilion for up to 55 individuals per night.	Outdoor or Indoor Shelter provided to ≥ 400 unduplicated clients annually.				
Shelter Programs 2.2	<i>Individuals Served - Indoor Shelter:</i> Indoor shelter will be provided to homeless individuals in Dorm D or another suitable building for an average of 45 homeless individuals per night.	Outdoor or Indoor Shelter provided to ≥ 400 unduplicated clients annually. Indoor Shelter provided to average of ≥ 45 persons per night.				

Performance Measure #	Performance Measure	Benchmark	Current Period	Year to Date	Benchmark Met? Y or N	Comments
Shelter Programs 3	<i>Time Spent in Emergency Shelter:</i> Provider will endeavor to reduce the length of time individuals remain in emergency shelter.	<p>≤ 60 days average length of stay in outdoor shelter.</p> <p>≤ 60 days average length of stay in indoor shelter.</p> <p>≥ 50% indoor shelter residents exit from indoor shelter within 30 days.</p>				
Shelter Programs 4	<i>Inclement Weather Shelter:</i> On nights of inclement weather (e.g., severe thunderstorms, temperature of 45 degrees or lower), as declared by the City in a notice to the Provider or by the County Emergency Management System, the Welcome Center or other suitable building will be opened to allow those in Outdoor Shelter to be sheltered indoors during the inclement weather. Provide nightly temporary shelter, as authorized by the City.	100% of nights as to which notice is provided.				
Shelter Programs 5	<i>Emergency Plan:</i> Provider must have an annual Emergency Activation Plan approved by the Alachua County Emergency Management Department. The Provider must provide copies of the Emergency Activation Plan to the City and County by February 28, 2017.	Annual Emergency Activation Plan approved by Alachua County Emergency Management.				
Shelter Programs 6	Complete a self-assessment of shelter policies and practices using the "Is Your Shelter Housing-Focused?" Questionnaire developed by the Florida Housing Coalition.	Complete and submit Questionnaire along with a copy of all policies or practices that are not consistent with a Housing Focused approach to the Oversight Board no later than September 30, 2017.				

Performance Measure #	Performance Measure	Benchmark	Current Period	Year to Date	Benchmark Met? Y or N	Comments
Additional Information Reporting	Report HMIS data regarding:	Where Individuals exiting Outdoor Shelter exited to. Where individuals exiting Indoor Shelter exited to. Of the individuals who exit to RRH or PSH, the percentage who return to Emergency Shelter within 6 months.				
Homeless Assistance Programs 1.1	<i>Diversion from Homelessness</i> : Percentage of individuals requesting shelter that were screened for eligibility for diversion.	≥ 95%.				
Homeless Assistance Programs 1.2	<i>Diversion from Homelessness</i> : Percentage of cases requesting emergency shelter that were diverted.	≥ 15%.				
Homeless Assistance Programs 2.1	<i>Housing Case Management</i> : Those remaining in indoor emergency shelter beyond 7 days will meet with the Case Manager to develop a written plan to obtain housing and exit shelter.	≥ 90%.				
Homeless Assistance Programs 2.2	<i>Housing Case Management</i> : A minimum of weekly meetings with those individuals who have a written housing plan.	≥ 90%.				
Homeless Assistance Programs 2.3	<i>Housing Case Management</i> : Those remaining in emergency outdoor shelter beyond 7 days will meet at least weekly with staff to develop and/or update a plan to obtain housing and exit shelter.	≥ 90%.				
One Stop Services 1	<i>Meals (reduce hunger)</i> : Meals will be provided twice a day, seven days a week. Food sufficient for up to 75 persons will be provided at breakfast and food sufficient for up to 125 persons will be provided at dinner.	Meals provided to ≥ 1500 unduplicated clients annually. Average of ≥ 275 meals served per day.				

Performance Measure #	Performance Measure	Benchmark	Current Period	Year to Date	Benchmark Met? Y or N	Comments
One Stop Services 2	<p><i>Day Services (Increase access to services by at risk and vulnerable populations):</i> A variety of support services will be provided to at risk and vulnerable populations seven (7) days a week including, but not limited to day shelter, bathrooms, showers, laundry facilities, storage of personal belongings, telephones, mail service, information and referral, and intake. The following day services will be provided as many days as staffing capacity allows computer lab and clothes closet.</p>	Services provided to ≥ 1500 unduplicated clients annually.				
One Stop Services 3	<p><i>General Case Management:</i> All persons receiving indoor shelter shall be provided with case management services. “Case Management” means a collaborative process that assesses, plans, implements, coordinates, monitors and evaluates the options and services required to meet the client’s human services needs.</p>	Services provided to ≥ 300 unduplicated clients annually.				
One Stop Services 4	<p><i>Collaboration with other Agencies:</i> Provider will request from each agency providing services at the one stop center a monthly report specifying the number of people served and the type of service provided, and will summarize the information provided in a monthly report to the staff liaison for the Oversight Advisory Board.</p>	Provide monthly report summarizing collaboration with other agencies.				