



Staff Analysis

# Homeless Services

**#160652**

**Presented by:**

Fred Murry  
Assistant City Manager

February 9, 2017

## CITY OF GAINESVILLE STAFF ANALYSIS

**Legistar No:** 160652

**Title:** Homeless Services

**Sponsor:**

**City Staff Contact:** Fred Murry, Assistant City Manager

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### **Summary of Issue**

Discussion on Homeless Services, including potentially issuing a new RFP and/or exploring other options for homeless services.

### **History/Background Information**

On February 11, 2014, the City entered into a three-year contract with the Alachua County Coalition for the Homeless and Hungry (ACCHH) to provide homeless services at the Empowerment Center. That contract was originally scheduled to expire on September 30, 2016 however the City Commission extended it for one (1) additional year. The extended contract expires on September 30, 2017. The expiration of that contract gives the City Commission several new options for providing homeless services. Those options include transferring the direct provision of services at Dignity Village from City Staff to a more appropriate service provider. For these reasons, City staff is requesting policy direction from the City Commission regarding the provision of homeless services, beginning in FY18.

### **Options**

#### **1. Continuation of Existing Contract with ACCHH**

*Pros:*

- A. There would be no disruption in services to the homeless. The provider has knowledge of the community and its resources that provide services to the community. The ACCHH has 37 private, public, and non-profit organizations currently providing services at GRACE Marketplace. A new provider would have to create these same relationships to provide services to the homeless community.
- B. The provider is currently participating in the Local CoC (Continuum of Care) which is promoting the Rapid Rehousing/Housing First Program and the center has now implemented a low barrier Emergency Shelter service at the center with the goal of finding affordable housing for the homeless.

- C. Existing Staff may have a better knowledge of the local resources to assist the homeless clients participating in the Rapid Rehousing Program. The existing provider has knowledge of which organizations can provide or is providing case management in the community.
- D. ACCHH also has a working knowledge of Dignity Village and a new contract could be negotiated with the City that insists that the camping site be added to the new contract for services.
- E. The City could terminate its lease with the State of Florida if camping was allowed inside the Empowerment Center.

*Cons:*

- A. The City would have to amend the existing contract with ACCHH to include Dignity Village in their contract. Thus there is a potential to increase costs for services.
- B. Dignity Village would close if the City was able to negotiate a new contract with ACCHH to provide services to the homeless in the camping area or the camping area would be located in the Empowerment Center. The Empowerment Center is becoming more of a Homeless Social Services Center than the original vision for a Social Services Center for the general public.
- C. Homeless residents living in the camping area may not want a structural approach to services thus the residents would be scattered back to other areas in the City and the County.
- D. The cost of providing homeless services could increase despite the RFP for homeless services, since information relating to homeless services is available to the public via the City's budget.

## **2. NEW RFP**

The City and the County staff working together could develop a new RFP for the Homeless Services at the Empowerment Center which would include adding Dignity Village to the Scope of Services.

*Pros:*

- A. The City could receive a new proposal for the homeless services at the existing cost or at a lower cost.
- B. Solicitation of the services state-wide could result in new providers with more experience in providing such services for our community.

- C. The Scope of Services for the homeless could be revised to reflect the changes in our community to implement the Rapid Rehousing / Housing First Model, as well as changes to implement a low barrier Emergency Shelter with emphasis on getting into permanent housing.
- D. A new Scope of Services could be divided into Emergency Shelter Services and the Rapid Rehousing/ Housing First Services with emphasis on permanent housing /supportive housing within our Community.
- E. A new RFP could include Dignity Village which would further the efforts to have a coordinated approach to services and thus reduce the City's involvement in homeless services.
- F. With Dignity Village included in the RFP, a new vendor may want to bring the camping services on campus or open another dorm to house the homeless.
- G. There is a potential that the City could negotiate with the State to terminated the lease agreement for the Ten (10) acres and restore the property to its natural state.
- H. A new RFP could include families in the new mix of services for the homeless at the Empowerment Center, with the same focus of identifying and relocating families into permanent Housing,
- I. The City would be no longer be involved in direct services for the homeless and resources could be redirected to other City needs.

*Cons:*

- A. Cost for services could increase with a new RFP and/or a new approach for services could be identified for the Community.
- B. Dividing emergency services and shelters could result in the splitting of the cost of the homeless services between the County and the City. This could result in a silo approach to providing services after the Local CoC, Alachua County and the City have worked so hard to get a coordinated approach to services in our community.
- C. Homeless Residents living in Dignity Village may not like a structural approach to services thus many of them will scatter throughout the City and the County.
- D. A structured approach could result in all services being housed on the campus. Some homeless residents currently living in Dignity Village may not want to engage in these services and may scatter back to other areas within the City and the County, including downtown.
- E. There may be homeless advocates who would not support having all services on campus, creating a split within the Community on how services are being provided to the homeless.

- F. Pets and families at the Empowerment Center create its own set of unique problems for the vendor.

**3. Would a new RFP support the Strategic Initiatives and Plans adopted by the City Commission?**

*Pros:*

Yes, a new RFP could include language to and for the new or existing vendor to encourage better coordinated services with community partners, including UF and other colleges and universities, to provide hands-on experience in various academic fields (Social Services, Mental Health, Medical Services, Dental Services, etc). A new RFP could support the language adopted in the city's Strategic Plan Framework which identifies "How Might We Foster Greater Equity?" as a guiding question, and more specifically the topic of providing access to housing, in the city's future.

There is an opportunity for the new vendor, or the existing vendor, to work with UF and other colleges and the universities in the area to develop a cooperative partnership to develop internships for students seeking on hands experience dealing with general social services.

*Cons:*

There is real no down side to the item since there is a potential to increase community involvement in the homeless, as well as other volunteer opportunities within our community.

**4. Are there any new funding sources to assist the City and Alachua County to address homeless in FY17?**

*Pros:*

- A. The State of Florida has allowed up to 15% of the Cities and Counties allocation of SHIP dollars to be used for the Rapid Rehousing Program. The City and the County have jointly agreed in concept to provide these dollars for addressing housing for the homeless in Gainesville and Alachua County. The total amount of funding projected for the Rapid Rehousing program between the City and the County is \$240,000\*, which includes rent subsidy funding and case manager.

\*Note: Projected to fund in FY 2017-2020, based on SHIP Program funding appropriation.

- B. The State of Florida, through its Florida Housing Coalitions, has offered a number of tax credit programs to assist non-profit organizations and developers with Supportive Housing Projects and Affordable Housing Projects throughout the State. The City of Gainesville submitted three (3) projects in the last application cycle for Affordable Housing Projects, Senior Housing, and Low and Moderate Housing. Alachua County also submitted projects under this category as well. Only two projects can be selected for Gainesville-Alachua County. Last year the Alachua County Housing Authority was selected as the City project to address affordable housing in our community.

- C. The City of Gainesville through its CDBG and HOME funds has provided funding to assist non-profit organizations to provide funding for feeding.

*Cons:*

- A. The State of Florida SHIP dollars has varied depending upon the availability of funding in the Housing Trust funds and in the past the State legislature has used a portion of the funds to balance the State budget.
- B. The Florida Housing Coalition has provided tax credits for Affordable Housing Projects and Supportive Housing projects throughout the state; however, with the exception of the Gainesville Housing Authority, the organizations that have taken advantage of the Tax Credit Program have been primarily outside organizations. The Florida Housing Coalition has been providing Capacity Building training to local communities in hopes that local organizations will take on a more active role in developing and managing local projects in the Community.
- C. Currently, there are no proposed changes in the current Federal Homeless Strategic plan to address homelessness in the United States. The new Secretary of HUD will determine whether additional or less dollars will be added to the funding strategies to address homelessness. The Federal Government is currently operating under a continuing Federal Resolution for FY16 - FY17.

**Staff Recommended Option**

Committee members hear a presentation from staff on the pros and cons of each option; and provide policy direction.

**Attachments/References**

FY2016 Contract with ACCHH

## **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 and County 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 ("Plan") adopted by the Gainesville City Commission and the Alachua County Board of County Commissioners on December 15, 2005 (City 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 ("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 parties desire to further amend the Amended Agreement; and

**NOW, THEREFORE**, City and Provider agree as follows:

1. **EFFECT**: As of the Effective Date of this Agreement, the Amended Agreement (which superseded the Original 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 of Services describes the minimum level of services that shall be provided by the Provider, subject to the actual demand for the particular service (For example, if only 40 persons arrive for a breakfast meal, the Provider shall feed all 40 persons. The Provider does not have to provide 75 breakfast meals that day. In contrast, if 100 persons arrive for a breakfast meal, the Provider is only obligated to provide 75 breakfast meals that day). The Provider is encouraged to provide additional services to meet the needs of the homeless population.

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 give first priority to all referrals for Services, particularly shelter, made by the City.

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, 2015 (the "Effective Date") and shall continue through September 30, 2016, unless sooner terminated or unless extended by agreement of the Parties in accordance with Section 23, 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 ("Carry Forward Funds"). The Provider agrees that the Oversight Advisory Board will determine whether the funds shall be refunded to the City, retained by the Provider for Project expenses or contingencies or dealt with in some other manner.

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 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.
- 4.2 **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.
- 4.3 **YEAR 3 – (October 1, 2015 through September 30, 2016 (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 sum of \$780,793.50, made in twelve monthly installments (eleven monthly payments of \$65,066.12 and one monthly payment of \$65,066.18). 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 Year 3. 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 Year 3 of \$281,113.50.

The May 1, 2016, Budget Report described in Section 7 below shall specify the total amount of Private Fundraising the Provider received in the first two quarters of Year 3. On or before May 15, 2016, the Provider shall reimburse the City with all Private Fundraising received in excess of \$60,000.00 and up to the contingency amount of \$221,113.50. The November 1, 2016, Budget Report shall specify the

total amount of Private Fundraising the Provider received in Year 3. On or before November 15, 2016, the Provider shall reimburse the City with all Private Fundraising the Provider received in Year 3 in excess of \$60,000.00 and up to the contingency amount of \$221,113.50, taking into account any contingency reimbursement the City has already received from the Provider. This provision shall survive the term of this Agreement as described in Section 3 above.

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 B**) 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 5<sup>th</sup> 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 15<sup>th</sup> day of the month, or the following business day if the 15<sup>th</sup> of the month is not a City business day. The City shall remit payment to the Provider via electronic funds transfer.

6. **SERVICE REPORTS/SERVICE OUTCOMES**

- 6.1 **Monthly:** For the period from October 1, 2015, through September 30, 2016, the Provider shall complete and submit with its Invoice for the coming month, a monthly Service Report (in the form as provided in **ATTACHMENT C**) for the prior month (e.g., the March invoice will be submitted with the February Service Report).

The Provider shall also submit a copy of the Invoice and Service 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<sup>st</sup> of each year, the Provider shall submit an annual Service Report to the staff liaison for the Oversight Advisory Board. The report shall describe the Providers activities, identify by the indicators whether the Provider did not meet, met or exceeded the expected level of outputs. The activities and outputs described below are minimums and the Provider is encouraged to report all additional activities and outputs that were achieved for the year.

<b>Activities</b>	<b>Outputs</b>	<b>Indicator</b>
<b>Increase access to services by at-risk and vulnerable populations</b>	Services will be provided to at least <b>1500 unduplicated clients annually</b>	Number of unduplicated clients (all services)
<b>Reduce hunger</b>	Meals will be provided to at least <b>1500 unduplicated clients annually</b>	Number of unduplicated clients provided with meals
	An average of at least <b>200 meals per day</b> will be served	Number of meals served per day
<b>Reduce homelessness</b>	Overnight shelter will be provided indoors or outdoors to at least <b>300 unduplicated clients annually</b>	Number of unduplicated clients provided with overnight shelter
	An average of at least <b>25 persons per night</b> will be provided with overnight shelter indoors	Number of nights of overnight shelter provided indoors
<b>Increase self-sufficiency</b>	Case management will be provided to at least <b>140 unduplicated clients annually</b>	Number of unduplicated clients provided with case management

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 15, 2016**, the estimated budget for the period from October 1, 2015 through September 30, 2016; and
- On or before **March 3, 2016**, a comparison of the estimated budget with the actual budget for the first quarter (October 1 – December 31) and a request for the estimated funding that the Provider believes it will need from the County and the City for the fourth year; and
- On or before **May 1, 2016**, a comparison of the estimated budget with the actual budget for the second quarter (January 1 – March 31) and a detailed estimated budget for the fourth year (October 1, 2016 – September 30, 2017) that supports the funding request submitted in February; and
- On or before **August 1, 2016**, a comparison of the estimated budget with the actual budget for the third quarter (March 31 – June 30); and
- On or before **November 1, 2016**, a comparison of the estimated budget with the actual budget for the final quarter (July 1 – September 30); and
- On or before **April 30, 2016**, the Provider's Annual Audited Financial Statements for fiscal year ending June 30, 2015.

8. **PERFORMANCE REVIEW/ADDITIONAL REPORTING:** The Oversight Advisory Board will review each Budget Report, along with the corresponding monthly and annual Service Reports, to determine the sufficiency of the Provider's performance under this Agreement, the proper use of the City and County funding provided to date and the need for and amount of continued funding by the City and County. 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 (as guided by the following performance accountability measures) to the Oversight Advisory Board, the City Commission and the Board of County Commissioners.

PERFORMANCE ACCOUNTABILITY MEASURES	
How much did we do?	As documented in the Service Reports
How many people are better off?	_____ persons transitioned from outdoor shelter to indoor shelter
	_____ persons transitioned from indoor shelter to permanent housing
	_____ persons receiving indoor shelter who became employed
	_____ persons receiving indoor shelter who engaged in job training, actively sought employment or applied for SSI/SSDI, as appropriate, to achieve income sustainability

- 8.1 In addition to the Service 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, Service 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 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 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:** 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 Project Manager**

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 Project Manager**

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

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 Project Manager**

Anthony Lyons, Interim 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 Project Manager**

Theresa Lowe, Executive Director  
ACCHH  
3055 NE 28<sup>th</sup> 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. 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). 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. 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

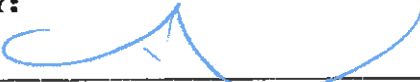
- d) Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Provider upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.
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 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, Interim City Manager

PROVIDER:

  
\_\_\_\_\_  
Board Chair

WITNESS:


  
\_\_\_\_\_  
Signature

Printed Name: KAREN E PRUSS

WITNESS:

  
\_\_\_\_\_  
Signature

Printed Name: Samuel A. Mutch

APPROVED AS TO FORM AND LEGALITY  
By:  5/17/16  
Sean M. McDermott  
Assistant City Attorney II  
City of Gainesville, Florida

## **ATTACHMENT A SCOPE AND SCHEDULE OF SERVICES**

**February 10, 2014 – September 30, 2014 (Year 1):** As provided in the Original Agreement.

**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.

**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.

**ATTACHMENT B**

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

**Payment request for the month of :** \_\_\_\_\_  
**Invoice No.:** \_\_\_\_\_

**Funds Requested :** \$ \_\_\_\_\_

**I certify that the Services Report (for the previous month) 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 C – PART 1 OF 2**  
**MONTHLY SERVICE REPORT (UNDUPLICATED PERSONS SERVED)**  
**FOR THE MONTH OF \_\_\_\_\_**

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

## ATTACHMENT C – PART 2 OF 2

**MONTHLY SERVICE REPORT  
FOR THE MONTH OF \_\_\_\_\_**



## LICENSE AGREEMENT

**THIS LICENSE AGREEMENT** (the "Agreement" or "License") is made 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 "Licensee").

### WITNESSETH:

**WHEREAS**, the Licensee was the proposer selected by the City pursuant to RFP No. HOUS-140016-FB 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 39<sup>th</sup> Avenue, Gainesville, Florida (the "Facility"); and

**WHEREAS**, the RFP contemplated the Proposer would enter into an services/operations contract and one or more license agreements with the City, as and when the City is willing and able to make portions of the Facility available; and

**WHEREAS**, the City finds that the benefits and obligations expressed in the services/operations contract and the use of a portion of the Facility as described in this License Agreement will provide a substantial benefit to the public and serve a public purpose; and

**WHEREAS**, the City is willing and able to make a portion of the Facility available as described in this Agreement and the Licensee is willing to accept use of the property described herein, subject to the terms and conditions of this Agreement;

**NOW, THEREFORE**, in consideration of the foregoing recitals which comprise a material part of this Agreement, and the mutual covenants, promises, conditions and representations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of License and Sole Use. The City hereby grants to the Licensee and the Licensee hereby accepts from the City a license to use the portion of the Facility as identified on the attached **Exhibit "A"** (the "Premises") for the sole purpose of providing homeless services as identified in the Service Agreement between the Parties (the "Uses"). In addition, the Licensee and its employees, patrons, and invitees may park in the improved parking spaces and may utilize the sidewalks located in the Facility to access the Premises. The City retains the right, at any time, upon Notice to the Licensee, to assign or otherwise restrict the parking available for use by the Licensee, its employees, patrons and invitees.
2. Condition of Premises; Maintenance and Repair of the Premises. This License is being granted AS-IS, meaning the Licensee accepts the Premises in its current condition and fully understands that the City is making no obligation to maintain or improve the Premises, beyond that specified in this Agreement, and nothing herein should be deemed or interpreted as such an obligation.

A) Licensee Responsibilities for Maintenance and Repair of the Premises.

Licensee shall be responsible for maintaining the heating, ventilating and air conditioning unit, windows, interior walls, mechanical, electrical, plumbing, fixtures, light fixtures, floor, and floor coverings in the condition as existed on the Effective Date, excepting normal wear and tear. Licensee shall not be responsible for replacement of the heating, ventilating and air conditioning unit, unless caused by Licensee's failure to maintain. Licensee shall also be responsible for all repairs, replacement, and maintenance in connection with damage or loss to the Premises, fixtures, and improvements resulting from acts, omissions or negligence of the Licensee, or the Licensee's employees, agents, licensees, patrons, guests or invitees. In addition, Licensee shall repair all damage caused by the installation or removal of furniture, fixtures, or property permitted under this Lease to be installed or removed from the Premises by Licensee. All such repairs shall be made in a good, workmanlike manner. Licensee shall maintain the Premises in a clean, sanitary and safe condition by providing routine janitorial, pest prevention and trash removal services. The Licensee shall at all times keep the Premises in a safe, clean, orderly and presentable condition. Licensee agrees, if notified by the City that any part of the Premises has been altered or is being maintained in an unsatisfactory condition, to remedy the condition at once at the Licensee's expense. Licensee shall promptly report to the City any damage, necessary repairs or maintenance that are the responsibility of the City as set forth below.

B) City Responsibilities for Maintenance and Repair of the Premises. City shall be responsible for the maintenance and repair of the roof, exterior surfaces of the Premises, structural portions of the Premises, and the replacement, should it become necessary, of the heating, ventilating and air conditioning unit. All repairs not addressed in this Agreement and not caused by the acts, omissions or negligence of the Licensee or its employees, agents, licensees, patrons, guests or invitees, shall be the responsibility of City.

3. Common Areas. All areas outside of the exterior of buildings on the Facility and all areas used by Licensee in common with other users of in the Facility (collectively the "Common Areas") shall be maintained by the City. Common Areas include, but are not limited to, all parking areas, walkways, surrounding undeveloped or landscaped land, storm water drainage systems, access ways and any commonly used amenities. Licensee shall pay to City a common area maintenance charge (the "CAM Charge") for the maintenance performed by the City as follows:

A) Within 30 days after the Effective Date and thereafter prior to October 1 of each year during the term of this Agreement, City shall prepare a budget for CAM Charges for the Facility. CAM charges shall include all of City's costs and expenses of operating and maintaining the Common Areas which shall be deemed to include, without limitation, landscaping and grounds maintenance, fencing repair, backflow preventer maintenance, back-up generator maintenance, outdoor lighting, resurfacing, painting, repairs (excluding structural repairs to the Premises), and City's costs for administering the same.

B) Each month the City shall invoice the Licensee for its proportional share of CAM Charges to City based upon the budget, which shall be due and payable by the Licensee within 30 days of receipt of the invoice. Licensee's proportional share shall be determined by multiplying the total of such costs by a fraction, the numerator of which shall be the gross square footage of the Premises and the denominator of which shall be the gross square footage of the Facility as more fully described in the attached Exhibit "B."

C) On or before December 31 of each year during the term of this Agreement, the City shall furnish to Licensee a statement showing in reasonable detail the total amount of actual CAM costs for the preceding year and reconciling such actual costs with the Licensee's monthly payments for the year. If the costs are higher than the monthly payments already made, Licensee shall reimburse City such additional costs in a lump sum with the next regular monthly CAM payment. If the costs are lower than the monthly payments already made, Licensee shall be entitled to a setoff of such costs against the next regular monthly CAM payment (or as many payments as are necessary to absorb the setoff to which Licensee is entitled).

D) In the event the Licensee does not pay the CAM Charge when due, the Licensee shall be in default under this Agreement.

4. Improvements by Licensee. Licensee shall install, at its sole expense, all improvements (that are authorized by the City) necessary and required to conduct the Uses on the Premises, including without limitation any Americans with Disabilities Act or state law accessibility requirements or other federal, state or local requirements. The Licensee shall not make any improvements to the Premises that are not authorized in writing by the City, as the owner of the Premises. Regulatory approvals granted by the City shall not constitute approval by the City as owner of the Premises. The Licensee shall, at its sole expense, obtain all permits and approvals required by the City, and any other applicable regulatory agency, to locate and operate the Uses on the Premises.
5. Construction Liens Prohibited. Licensee shall promptly pay for all labor and materials used in constructing any improvements, alterations or fixtures on the Premises and shall do all things necessary to prevent the filing of any mechanics', materialman, or other type of lien or claim against the City or the Premises by, against, through, or under Licensee or its contractors or subcontractors. Licensee shall notify its contractors that the Licensee's and City's interest shall not be subject to any liens or claims for alterations, improvements or fixtures to the Premises by Licensee. The City's interest shall not be subject to any liens or claims for alterations, improvements or fixtures to the Premises by Licensee. If any such lien or claim is filed, Licensee shall cause the same to be released within 90 days of the filing of the lien. Nothing in this Section is intended to preclude or prevent the Licensee from applying for and receiving funding for the Uses it is providing on the Premises; however, prior approval of the City (which may be granted or denied in the sole discretion of the City) is required for any funding that requires a restriction or lien on the Premises or Facility as a condition of application or acceptance of the funding.

6. No Contractual Zoning; No Contracting of Police Powers. The parties recognize that the City is entering this Agreement in its proprietary capacity, as owner of the Premises, and not in its regulatory capacity, as the governmental entity that is vested with the authority to grant or deny permits and development approvals. The parties agree that nothing contained in this Agreement shall be interpreted or construed as an approval, waiver or contract to approve or waive any development plan, development permit, rezoning, comprehensive plan amendment or any other governmental requirement that the City may have jurisdiction over in its regulatory capacity. Nothing contained in this Agreement shall be interpreted or construed as contracting away the exercise of the regulatory or police powers of the City.
7. Utilities. It is anticipated that the City will install sub-meters for each building within the Premises prior to the time that anyone other than the Licensee occupy or use the Facility. Until such time as the submeters are installed, any electric, water and wastewater utilities paid by the City for the Facility shall be passed on the Licensee as part of the CAM charges. After the sub-meters are installed, Licensee shall pay, as part of the CAM charges, any electric, water and wastewater utilities paid by the City for the Premises. All other services to the Premises, such as cable or internet, shall be arranged for and paid by the Licensee.
8. Term: Entire Agreement. This Agreement will become effective on February 11, 2014, 2014 (the "Effective Date") and will expire on September 30, 2016, unless sooner terminated or extended. Upon request of the Licensee, the City may, in its sole discretion, extend this Agreement. Notwithstanding the foregoing, this Agreement may be terminated by the City at any time, with cause, upon Notice to the Licensee. The City may terminate the Agreement, without cause, upon 30 days prior Notice to the Licensee. This Agreement, together with the Service Agreement executed by the Parties, constitutes the entire agreement between the City and Licensee with respect to the use of the Premises. This Agreement and the Service 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 the Service Agreement and if this Agreement is terminated, the Service Agreement is also terminated, and vice versa. **This Agreement shall be recorded in the Public Records of Alachua County, Florida by the Licensee, at its sole expense, within ten (10) days of execution of same.**
9. Rules and Regulations. Any rules and regulations included within or appended to this Agreement at a later date by the City are hereby made a part of this Agreement, and Licensee agrees to comply with and observe the same. Licensee's failure to keep and observe said rules and regulations shall constitute a breach of the terms of this Agreement in the manner as if the same were contained herein as covenants.
10. Vacating Premises. Upon vacating the Premises, Licensee must remove its furniture, movable equipment and other personal property not attached to the Premises. Anything not removed on or before the date the Licensee vacates the Premises will become the property of the City. Upon vacating the Premises, Licensee Licensee agrees to deliver to City all keys to the Premises and to surrender the Premises immediately and in good order and condition, excepting reasonable wear and tear.

11. **Compliance with Laws and Indemnity.** Licensee agrees to use the Premises and any portion thereof in compliance with all federal, state and municipal laws, ordinances, rules or regulations, now in effect or hereafter enacted or adopted (the "Laws") and the Licensee agrees not to use, nor suffer or permit any person to use in any manner whatsoever, the Premises or any part thereof for any illegal purpose, or for any purpose in violation of any Laws. Licensee will protect, indemnify and forever save and keep harmless the City, its employees, officers, and agents, from and against any damage, penalty, fine, judgment, expense or charge suffered, imposed, assessed or incurred for any violation or breach of law, ordinance, rule or regulation occasioned by any act, neglect or omission of the Licensee, or any employee or agent of Licensee.

12. **Insurance.** Licensee shall, during the term of this Lease, maintain comprehensive public liability insurance, including personal injury and property damage, issued by a reputable insurance company licensed to do business in the State of Florida with limits of not less than \$1,000,000 combined single limit protecting City and Licensee against liability for any accident, injury or damage on the Premises. Should City determine that Licensee's operations present a risk of loss greater or of a different type than anticipated; Licensee may be required to maintain greater insurance coverage different in scope of loss covered and/or amount of coverage. Prior to the Commencement Date of this Agreement, Licensee shall furnish to City appropriate certificates of said insurance, and each insurance policy shall contain an agreement that the policy shall not be canceled or materially changed except after 60 days prior written notice of such cancellation or material change to the City. All required insurance products will name the City as an additional insured. Notices of Accidents (occurrences) and Notices of Claims associated with this Agreement shall be provided to the City's Risk Manager as soon as practicable after notice to the insured.

All personal property of any kind or description whatsoever in or on the Premises, whether owned by Licensee or others, shall be at the Licensee's sole risk and City shall not be liable for any damage done to or loss of such personal property, unless said damage or loss is caused by the City's intentional acts or omissions. Licensee shall secure such insurance as it deems necessary or desirable to cover loss or damage to Licensee's property.

13. **Release of City.** City is hereby released from any damage or injury to person or property caused by or resulting from acts of god or force majeure, including but not limited to, steam, electricity, gas, water, rain, wind, ice, snow or any leak or flow from or into any part of the Premises. In addition, City shall not be liable for any damage, compensation or claim by reason of inconvenience or annoyance arising from the necessity of repairing any portion of the Premises, the interruption of the use of the Premises, or the termination of this License by reason of any damage or destruction of the Premises.

14. **Right to Terminate.** In the event the Premises cannot be accessed or occupied due to destruction or damage caused by casualty and the destruction or damage cannot be remedied by the Licensee within a reasonable length of time, as City and Licensee shall mutually determine, either party shall have the right to terminate this License.

15. **Taxes.** The Licensee agrees to pay any and all taxes, including without limitation ad valorem property taxes and personal property taxes, assessed by virtue of the use and improvements on the Premises. As to taxes that are assessed during the term of the License, but are due and payable after its expiration or termination, this provision shall survive such termination or expiration.
16. **Public Liability and Indemnification.** The Licensee assumes all risks in the uses and improvements on the Premises, pursuant to this Agreement, and shall be solely responsible and answerable in damages for all accidents or injuries to person or property occurring on the Premises and hereby covenants and agrees to indemnify and hold harmless the City and its officers and employees from any and all liability, claims, suits, losses, demands, fines, fees, penalties, proceedings, actions and causes of action, including reasonable attorney's fees for trial and on appeal, of any kind and nature arising out of or any way connected with damage or injury to person or property of whatsoever kind and nature, whether direct or indirect. This indemnification shall not be limited to the insurance coverage herein provided. This indemnification shall survive the expiration or termination of this Agreement.
17. **Assignment.** The Licensee is not permitted to assign, transfer, convey or otherwise dispose of this license to any other person, legal entity or corporation without the previous written consent of the City, which may be withheld in the sole discretion of the City. If the Licensee shall, without the previous written consent specified in this section, assign, transfer, convey or otherwise attempt to dispose of same, the City reserves the right to declare this Agreement terminated without previous notice to the Licensee or its attempted assignee.
18. **Hazardous Materials and Indemnification.** Without limiting Licensee's obligations under any other provision of this License, Licensee and its successors and assigns shall hereby indemnify, defend, protect, and hold City, its officers, employees, elected officials, agents, lenders, consultants, independent contractors, and any successors to City's interest ("Indemnified Parties") harmless from and against, and shall reimburse the Indemnified Parties for any and all losses, claims, liabilities, damages, costs, expenses, causes of action, judgments, damages, enforcement actions, taxes, remedial actions, the diminution in the value of the Premises, or any portion thereof, and injuries to persons, property or natural resources, arising out of Licensee's breach of any provision (or representation, warranty, or covenant) contained in this Section arising from, out of, in connection with, or as a consequence, directly or indirectly, of the Release or presence of any Hazardous Substances on, in, or beneath the Premises or that may have migrated from the Premises to any adjacent lands, air or water, which first occurs during the Term of this License, as the same may be extended by law or agreement of the parties, whether foreseeable or unforeseeable, and whether or not known to Licensee, it being understood and agreed that the foregoing indemnity includes, but is not limited to, all costs of removal, remediation of any kind, detoxification, clean up and disposal of such Hazardous Substances and the preparation of any closure or other required plans, all costs of determining whether the Premises is in compliance and causing the Premises to be in compliance with all applicable Environmental Laws, all costs and fees associated with claims for damages to persons, property, or natural resources, and City's reasonable attorney's fees and consultant's fees and court costs in respect thereto, whether or not litigation or administrative proceedings shall

occur, including all costs and expenses incurred or suffered by City by reason of any violation of any applicable Environmental Law which first occurs, or has first occurred, upon the Premises during the Term of this License, as the same may be extended by law or agreement of the parties, or by reason of the imposition of fines or penalties, or any governmental lien for the recovery of environmental clean-up costs, expended by reason of such violation, it being expressly understood and agreed that to the extent the Indemnified Parties or any of them are strictly liable under any Environmental Laws, this indemnity shall apply without regard to the strict liability with respect to the violation of law which results in such liability. Licensee shall comply with all Environmental Laws throughout the Term of this License, as the same may be extended by law or agreement of the parties. Licensee hereby covenants and agrees that all obligations of Licensee under this Section shall survive any termination of the License, it being further understood and agreed that the rights of City under this Section shall be in addition to any other rights and remedies under this License, or otherwise available to City at law or in equity.

**Definitions.** The term "Environmental Laws" shall mean and include any and all federal, state or local laws (whether under common law, statute, rule, regulation, ordinance or otherwise), requirements under permits or other authorizations issued with respect thereto, and other orders, decrees, judgments, directives or other requirements of any governmental authority relating to or imposing liability or standards of conduct (including disclosure or notification) concerning the protection of human health or the environment, Hazardous Substances or any activity involving Hazardous Substances, including without limitation: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Sections 9601 et seq. ("CERCLA"), as amended; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6921 et seq.; the Occupational Safety and Health Act of 1970, 29 U.S.C. Sections 651 et seq. ("OSHA"); the Toxic Substances Control Act, 15 U.S.C. Sections 2601 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. Section 136; the Federal Water Pollution Control Act, 33 U.S.C. Sections 1251 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801 et seq.; the Federal Solid Waste Disposal Act, 42 U.S.C. Sections 6901 et seq.; the Clean Air Act, 42 U.S.C. Sections 7401 et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. Sections 11001 et seq.; Chapters 376 and 403, Florida Statutes; Chapter 62, Florida Administrative Code; and any regulation implementing the above.

The term "Hazardous Substances" shall have the meaning ascribed to it in CERCLA; provided, however, that the definition of the term "Hazardous Substances" shall also include (if not included within the definition contained in CERCLA) any hazardous or toxic chemical, waste, byproduct, pollutant, contaminant, compound, product or substance, including without limitation, asbestos, polychlorinated biphenyls, petroleum (including crude oil or any fraction or byproduct thereof), hydrocarbons, radon, urea, urea formaldehyde, and any material the exposure to, or manufacture, possession, presence, use, generation, storage, transportation, treatment, release, disposal, abatement, cleanup, removal, remediation or handling of which is prohibited, controlled, limited or regulated in any manner under any Environmental Laws.

The term "Release" shall have the meaning ascribed to it in CERCLA and shall also include (if not included within the definition contained in CERCLA) any spill, leak, emission, discharge or disposal of Hazardous Substances into the environment.

The term "Notice" shall mean any summons, citation, directive, order, claim, litigation, investigation, proceeding, judgment, letter or other communication, written or oral, actual or threatened, from the Florida Department of Environmental Protection ("FDEP"), the United States Environmental Protection Agency ("USEPA"), the United States Occupational Safety and Health Administration ("OSHA") or other federal, state or local agency or authority, or any other entity or any individual, concerning any act or omission resulting or which may result in the Release of Hazardous Substances into the waters or onto the lands of the State of Florida, or into waters outside the jurisdiction of the State of Florida, or into the environment.

19. Sovereign Immunity. The Licensee and the City agree that nothing in this Agreement is intended to be or shall be interpreted as a waiver of the City's sovereign immunity under Section 768.28, Florida Statutes.
  
20. Default. Failure to perform under this Agreement shall place the non-performing party in default. Upon written notice by the non-defaulting party, the party in default shall have ten days (or such other timeframe as the parties then agree) to correct the default. If the default is not timely corrected, this Agreement may be terminated at the option of the non-defaulting party.
  
21. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any action, in equity or law, with respect to this Agreement must be brought and heard in Alachua County, Florida.
  
22. Amendment. This Agreement may not be amended, unless evidenced in writing executed by all parties.
  
23. Notice. Any notice required under the terms of this Agreement must be in writing and must be sent by certified mail to the address of the party to whom the notice is to be given ("Notice"). Addresses of the parties are as follows:

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

As to the Licensee  
Theresa Lowe, Executive Director  
ACCHH  
703 NE 1<sup>st</sup> Street  
Gainesville, Florida 32601  
Phone: (352) 372-2549



IN WITNESS WHEREOF, the parties to this Agreement have set their hands and seals on the day and year first above written.

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

Helen Harris  
Print Name: Helen Harris

Karen E. Pruss  
Print Name: KAREN E PRUSS

CITY:  
CITY OF GAINESVILLE

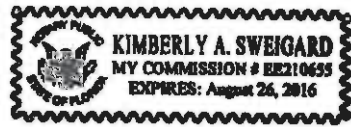
Russ Blackburn  
Russ Blackburn, Manager

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 11<sup>th</sup> day of February, 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.

Kimberly A. Sweigard  
Notary Public, State of Florida



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

Cathy B. Scott  
Print Name: Cathy B. Scott

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

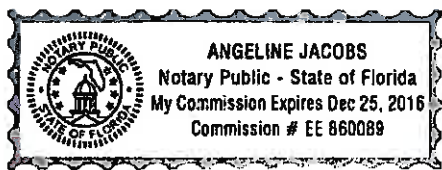
Brendan Shortley  
Brendan Shortley, Board Chair

Billy D. Williams  
Print Name: Billy D. Williams

STATE OF FLORIDA  
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of February, 2014, by Brendan Shortley, 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 FLORIDA DRIVERS LICENSE as identification.

Angeline Jacobs  
Notary Public, State of Florida



5204 073 67 4480x 420

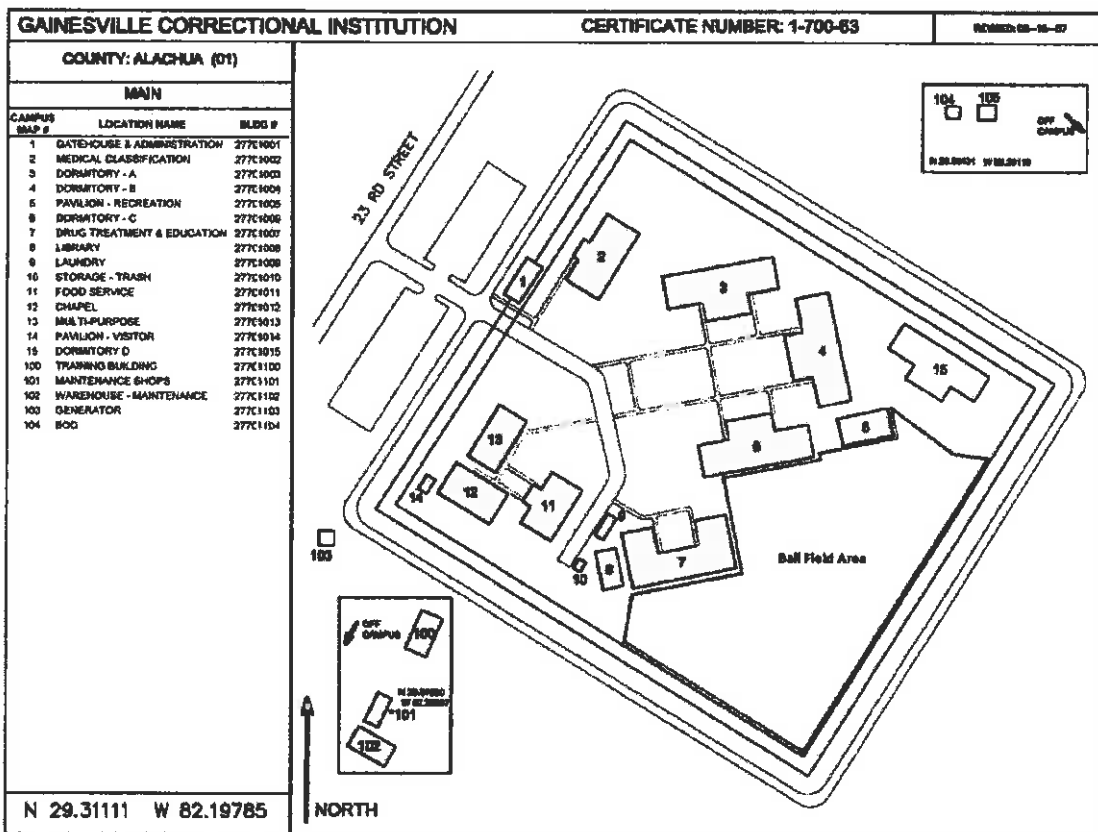
# Exhibit "A"

## The Premises

The "Premises" for purposes of this License Agreement includes the following buildings (as identified in the sketch below):

- Pavilion (Building 14)
- Visitor/Multipurpose Center (Building 13)
- Chapel (Building 12)
- Dorm C (Building 6- all areas except one restroom/shower area)
- Food Service (Building 11- only Dining Room Area)

In addition, for the purpose of providing overnight shelter, the Licensee may also use Pavilion (Building 5) and the baseball diamond area.



## Exhibit "B"

### Basis for numerator and denominator used in CAM Charge Calculations

	Building	Square Feet	Percentage of Total Area
1	Gatehouse and Administration	2,485	3%
2	Medical Classification	5,600	7%
3	Dormitory -A	9,618	12%
4	Dormitory -B	9,618	12%
5	Pavilion - Recreation	3,040	4%
6	Dormitory -C	9,618	12%
7	Drug Treatment & Education	10,050	12%
8	Library	1,605	2%
9	Laundry	780	1%
10	Storage - Trash	360	0%
11	Food Service	6,961	9%
12	Chapel	3,987	5%
13	Multi-Purpose	3,750	5%
14	Pavilion - Visitor	3,200	4%
15	Dormitory -D	9,743	12%
	<b>Total Square Footage</b>	<b>80,415</b>	<b>100%</b>

**AMENDED AND RESTATED  
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.”

**W I T N E S S E T H:**

**WHEREAS**, the issue of homelessness impacts all jurisdictions of Alachua County, 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 and County 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, (City Legislative File No. 050747); and

**WHEREAS**, the City and County have expressed their 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 entered into an Interlocal Agreement that provides funding for Fiscal Years 2013-2014 and 2014-2015 and created the Oversight Advisory Board; 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 (the “Facility”) and on December 19, 2013, the City Commission authorized City staff to negotiate a contract with the Provider; 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 entered into a Service Agreement dated February 11, 2014, as amended by First Amendment dated August 4, 2014 and by Second Amendment dated August 29, 2014 (collectively referred to herein as the “Original Agreement”) for the provision of services by the Provider and a License Agreement dated February 11, 2014 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**, the parties desire to further amend the Original Agreement; and

**NOW, THEREFORE**, City and Provider agree as follows:

1. **EFFECT**: The parties acknowledge that the Provider has satisfactorily performed Year 1 (February 10, 2014 – September 30, 2014) Services under the Original Agreement and the City has paid the Provider in full for Year 1. The parties further acknowledge that funds were paid to the Provider in Year 1 that were not expended by the Provider (the “Carry Forward Funds”). As to the portion of the Carry Forward Funds that came from the County, the Provider agrees the County will determine whether the funds shall be refunded to the County, retained by the Provider for Project expenses or contingencies or dealt with in some other manner. As to the portion of the Carry Forward Funds that came from the City, the City Commission on February 5, 2015, authorized the Oversight Advisory Board to work with the Provider to determine how the Provider will expend the funds on Project expenses. As of the Effective Date of this Agreement, the Original 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 of Services describes the minimum level of services that shall be provided by the Provider, subject to the actual demand for the particular service (For example, if only 40 persons arrive for a breakfast meal, the Provider shall feed all 40. The Provider does not have to provide 75 breakfast meals that day. In contrast, if 100 persons arrive for a breakfast meal, the Provider is only obligated to provide 75 breakfast meals that day). The Provider is encouraged to provide additional services to meet the needs of the homeless population.

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 give first priority to all referrals for Services, particularly shelter, made by the City.

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, 2014 (the “Effective Date”) and shall continue through September 30, 2016, unless sooner terminated or unless extended by agreement of the Parties in accordance with Section 23, 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.

4.1 **FY 2014-2015 (Year 2)**: The sum of \$559,680. Upon receipt of a completed Invoice (in the form provided in ATTACHMENT B) from the Provider, the City will make a payment of \$233,200.00 to the Provider for services provided in the months of October, November, and December 2014 and January and February 2015 (less any amounts previously paid by the City pursuant to the Original Agreement for services provided in those months).

For the months beginning March 2015 and continuing through September 2015, the City will make seven additional monthly payments of \$46,640.00 to the Provider. Subject to the Invoice and Service Report requirements in Sections 5 and 6, each monthly payment will be made by the City no later than the 15th day of the month, or the following business day if the 15th of the month is not a City business day.

4.2 **FY 2015-2016 (Year 3)**: To be determined by the City and County.

4.3 **Appropriation**: The City and County have each expressed intent to provide one-half of the funding to be paid 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.

4.4 **Other Funding Necessary**. 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.

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 B) 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 5<sup>th</sup> 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. The City shall remit payment to the Provider via electronic funds transfer.

## 6. **SERVICE REPORTS/SERVICE OUTCOMES**

6.1 **Monthly**: For the period from October 1, 2014 – January 31, 2015 (which is being paid in full or in part in arrears under this Agreement), no further reporting

documents are due to City staff; however, the Provider shall submit any information or documentation of revenues and expenditures or services provided for that period as may be reasonably requested by the City Commission, County Commission and/or the Oversight Advisory Board. Commencing with the invoice for March 2015 and thereafter, the Provider shall complete and submit with its Invoice for the coming month, a monthly Service Report (in the form as provided in ATTACHMENT C) for the prior month (e.g., the March invoice will be submitted with the February Service Report). The Provider shall also submit a copy of the Invoice and Service 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<sup>st</sup> of each year, the Provider shall submit an annual Service Report to the staff liaison for the Oversight Advisory Board. The report shall describe the Providers activities, identify by the indicators whether the Provider did not meet, met or exceeded the expected level of outputs. The activities and outputs described below are minimums and the Provider is encouraged to report all additional activities and outputs that were achieved for the year.

Activities	Outputs	Indicator
Increase access to services by at-risk and vulnerable populations	Services will be provided to at least <b>300 unduplicated clients annually</b>	Number of unduplicated clients (all services)
Reduce hunger	Meals will be provided to at least <b>300 unduplicated clients annually</b>	Number of unduplicated clients provided with meals
	An average of at least <b>100 meals per day</b> will be served	Number of meals served per day
Reduce homelessness	Overnight shelter will be provided indoors or outdoors to at least <b>150 unduplicated clients annually</b>	Number of unduplicated clients provided with overnight shelter
	An average of at least <b>20 persons per night</b> will be provided with overnight shelter indoors	Number of nights of overnight shelter provided indoors
Increase self-sufficiency	Case management will be provided to at least <b>100 unduplicated clients annually</b>	Number of unduplicated clients provided with case management

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 15, 2015, the estimated budget for the period from October 1, 2014 through September 30, 2015; and
- On or before March 1, 2015, a comparison of the estimated budget with the actual budget for the first quarter (October 1 – December 31) and a request for the estimated

funding that the Provider believes it will need from the County and the City for the third year; and

- On or before May 1, 2015, a comparison of the estimated budget with the actual budget for the second quarter (January 1 – March 31) and a detailed estimated budget for the third year (October 1, 2015 – September 30, 2016) that supports the funding request submitted in February; and
- On or before August 1, 2015, a comparison of the estimated budget with the actual budget for the third quarter (March 31 – June 30); and
- On or before November 1, 2015, a comparison of the estimated budget with the actual budget for the final quarter (July 1 – September 30); and
- On or before April 30, 2015, the Provider’s annual audited financial statements for fiscal year ending June 30, 2014.

**8. PERFORMANCE REVIEW/ADDITIONAL REPORTING:** The Oversight Advisory Board will review each Budget Report, along with the corresponding monthly and annual Service Reports, to determine the sufficiency of the Provider’s performance under this Agreement, the proper use of the City and County funding provided to date and the need for and amount of continued funding by the City and County. 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 (as guided by the following performance accountability measures) to the Oversight Advisory Board, the City Commission and the Board of County Commissioners.

PERFORMANCE ACCOUNTABILITY MEASURES	
How much did we do?	As documented in the Service Reports
How many people are better off?	_____ persons transitioned from outdoor shelter to indoor shelter
	_____ persons transitioned from indoor shelter to permanent housing
	_____ persons receiving indoor shelter who became employed
	_____ persons receiving indoor shelter who engaged in job training, actively sought employment or applied for SSI/SSDI, as appropriate, to achieve income sustainability

8.1 In addition to the Service 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, Service 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 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.

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 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 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 a 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:** 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 Project Manager**

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 Project Manager**

Theresa Lowe, Executive Director  
ACCHH  
2845 NE 39<sup>th</sup> Avenue  
Gainesville, Florida 32609  
Phone: (352) 792-0800

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  
2845 NE 39<sup>th</sup> Avenue  
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 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.

22. **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). 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. 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.

**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 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:

*Russ Blackburn*  
Russ Blackburn, City Manager

PROVIDER:

*Donna L. Eager*  
~~Donna L. Eager~~ Board Chair

WITNESS:

*Kimberly Sweigard*  
Signature  
Printed Name: Kimberly Sweigard

WITNESS:

*Jon DeCarmin*  
Signature  
Printed name: Jon DeCARMINE

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

## ATTACHMENT A SCOPE AND SCHEDULE OF SERVICES

February 10, 2014 – September 30, 2014 (Year 1): As provided in the Original Agreement.

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.

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

No later than May 1, 2015, based on its experience implementing homeless services at the Facility, ACCHH will prepare an estimated budget, performance accountability measures, a scope and schedule of services and minimum outcomes for Year 3 and submit same to the City and the Oversight Advisory Board for review. The parties contemplate that Year 3 will reflect ACCHH's efforts to increase and refine services to best meet the needs of the homeless population.

**ATTACHMENT B**

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

**Payment request for the month of :** \_\_\_\_\_  
**Invoice No.:** \_\_\_\_\_

**Funds Requested :** \$ \_\_\_\_\_

**I certify that the Services Report (for the previous month) 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 C – PART 1 OF 2**

**MONTHLY SERVICE REPORT (UNDUPLICATED PERSONS SERVED)  
FOR THE MONTH OF \_\_\_\_\_**

<b>Demographic information</b>	<b># of unduplicated persons</b>
<b>Gender</b>	
Male	
Female	
Other or refused to identify	
	<b>TOTAL:</b>
<b>Age</b>	
Under 18	
18-30	
31-50	
51-61	
62+	
unknown or refused to identify	
<b>Special Populations</b>	
Chronically Homeless	
Veteran	
Physically disabled	
Other:	
Other:	
<b>Race</b>	
White	
African American	
Native American	
Asian	
Multi-Racial	
Other	
Refused to identify	
<b>Ethnicity</b>	
Hispanic	
Non-Hispanic	
<b>Type of Service Provided</b>	
Case Management	
Day Service	
Meal	
Outdoor Shelter	
Indoor Shelter	
Other:	

**ATTACHMENT C – PART 2 OF 2**  
**MONTHLY SERVICE REPORT**  
**FOR THE MONTH OF \_\_\_\_\_**