

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF GAINESVILLE AND ALACHUA COUNTY  
FOR THE RENTAL ASSISTANCE PROGRAM (PROGRAM)**

This First Amendment to the Interlocal Agreement between the City of Gainesville and Alachua County for the Rental Assistance Program (the “Amendment”) is entered into by and between the CITY OF GAINESVILLE (the “City”), a municipal corporation, and ALACHUA COUNTY (the “County”), a charter county and political subdivision of the State of Florida.

**WITNESSETH**

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

WHEREAS, the City and County have determined that the welfare of persons who are experiencing homelessness and persons who have special housing needs within Alachua County are the joint concern of both local governments and that a program to provide rental housing assistance to such persons can be more effectively and efficiently funded and administered through an Interlocal Agreement; and

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 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 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 wish to provide rapid rehousing and eviction prevention assistance for persons who are experiencing homelessness and persons who have special housing needs within Alachua County; and

WHEREAS, the William E. Sadowski Affordable Housing Act, Chapter 92-137, Laws of Florida, created the State Housing Initiatives Partnership (SHIP) Act, Section 420.907, Florida Statutes, which authorizes distribution of monies in the Local Government Housing Trust Fund to be distributed to approved counties and eligible municipalities; and

WHEREAS, Alachua County is an approved County and the City of Gainesville is an approved eligible municipality within the County; and

WHEREAS, the William E. Sadowski Affordable Housing Act, Chapter 92-137, Laws of Florida, created the State Housing Initiatives Partnership (SHIP) Act, Section 420.907, Florida Statutes, which encourages local governments to create regional partnerships across jurisdictional boundaries through the pooling of appropriated SHIP Program funds to address homeless housing needs identified in Local Housing Assistance Plans (LHAP); and

WHEREAS, the County has adopted a Local Housing Assistance Plan (County LHAP) meeting the requirements of the SHIP Act and establishing affordable housing programs; and

WHEREAS, the City has adopted a Local Housing Assistance Plan (City LHAP) meeting the requirements of the SHIP Act and establishing affordable housing programs; and

WHEREAS, the Florida Senate Bill 1534, Section (8), provides that a county or eligible municipality may not expend its portion of the local housing distribution to provide ongoing subsidies, except for: a rent subsidy program for very low-income families with at least one person with special needs as defined in s. 420.0004 or one individual experiencing homelessness as defined in s. 420.621. The period of rental assistance may not exceed twelve (12) months

for an eligible household for rapid rehousing assistance; and may not exceed six (6) months for eviction prevention assistance; and

WHEREAS, the City and County have each therefore provided in their respective LHAPs for the establishment of a Rental Assistance Program, to be jointly funded by the City and the County; and administered by the County for the purpose of providing funding for rental housing assistance as defined in Florida Senate Bill 1534, Section (8); and

WHEREAS, the County and City entered into an Interlocal Agreement for the Rental Assistance Program dated September 16, 2017 in a continuing effort to cooperate to provide rapid rehousing and eviction prevention assistance for persons who are experiencing homelessness and persons who have special housing needs within Alachua County; and

WHEREAS, on March 16, 2020, Alachua County Emergency Order 2020-01 declared a local state of emergency in Alachua County based on the COVID-19 virus; and

WHEREAS, on March 23, 2020, Alachua County issued Emergency Order 2020-09, Stay at Home and Close All Non-Essential Business in Alachua County, Florida; and

WHEREAS, the City and the County wish to fund emergency relief efforts to mitigate the local economic impacts of the COVID-19 pandemic; and

WHEREAS, the County and City wish to amend the Agreement to reduce the amount of SHIP funds allocated in State Fiscal Year 2017-2018 and appropriated to the Rental Assistance Program, to the amount spent or encumbered, and reprogram the remaining balance for emergency relief efforts to mitigate the local economic impacts of the COVID-19 pandemic;

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

1. Section 3. FUNDING APPROPRIATIONS, is deleted and replaced with the following:

Funding for the Program consists of that portion of the funds allocated to the Program by the current approved City LHAP and County LHAP, respectively, and pursuant to applicable provisions of the SHIP Act, SHIP Rule Chapter 67-37 Florida Administration Code, and adopted program guidelines, as well as that portion of the General Revenue funds allocated to the Program by the County pursuant to applicable provisions of the state and local laws. Both the County's and the City's performance and obligation under this Agreement is contingent upon annual appropriation by the State of Florida related to the SHIP Program and annual appropriation by the County's and the City's respective governing bodies.

**A. COUNTY APPROPRIATIONS:**

The County shall contribute \$150,000 from its FY 2016-2017 SHIP Program allocation and FY 2016-2017 General Revenue budget as follows:

- Direct Program Services \$120,000 (SHIP Program)
- Administrative Services (Case Manager) \$30,000 (General Revenue)

The County shall contribute up to \$114,000 its FY 2017-2018 SHIP Program allocation and FY 2017-2018 General Revenue budget as follows:

- Direct Program Services \$84,000 (SHIP Program)
- Administrative Services (Case Manager) \$30,000 (General Revenue)

**B. CITY APPROPRIATIONS:**

The City shall contribute \$120,000 from its FY 2016-2017 SHIP Program allocation as follows:

- Direct Program Services \$120,000 (SHIP Program)

The City shall contribute \$33,000 from its FY 2017-2018 SHIP Program allocation as follows:

- Direct Program Services \$33,000 (SHIP Program)

**C. TOTAL APPROPRIATIONS:**

The total amount appropriated by the City and County is as follows:

- County SHIP Program \$204,000
- City SHIP Program \$153,000
- County General Fund \$ 60,000
- **Total Appropriations \$417,000**

The City and County funding priority for Direct Program Services is implementation of the Rapid Rehousing Services. The Rapid Rehousing Program will provide rental subsidies to assist eligible individuals and families with obtaining a lease on a rental unit to help those who are experiencing homelessness to be quickly re-housed and stabilized. Based upon funding availability the City and County may implement the Eviction Prevention Program to provide assistance to eligible individuals and families with rent payments in arrears that are equal to no more than six (6) months to prevent eviction.

The County shall be reimbursed on a monthly basis upon receipt by the City of an invoice for approved Program expenditures, provided that the invoice is accompanied by supporting documentation established in **Exhibit 2 - Rental Assistance Annual Report Household Data Summary** to the City's satisfaction that the County has expended the City funds for rental housing assistance services in accordance with Section 5 - Duties of the County during the term of this Agreement.

2. Section 9. NOTICE, is deleted and replaced with the following:

Except as otherwise provided in this Agreement, any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. For purposes of all notices, the City and County representatives are:

<u>County</u>	<u>City</u>
Claudia Tuck Community Support Services Director 218 SE 24 <sup>th</sup> Street Gainesville, FL 32641	Deborah V. Bowie Assistant City Manager P.O. Box 490, Station 6 200 East University Avenue Gainesville, FL 32627
J.K. "Jess" Irby Clerk of the Court 12 SE 1 <sup>st</sup> Street Gainesville, FL 32601 Attn: Finance and Accounting	Purchasing Division 12 SE 1 <sup>st</sup> Street Gainesville, FL 32601 Attn: Contracts

3. ATTACHMENT A-Scope of Services, is deleted and replaced with the following:

**RAPID REHOUSING**

The County shall administer the Rapid Rehousing Program to award funding to eligible recipients who are in need of a rental subsidy to assist with obtaining a lease on a rental unit. Eligible recipients must qualify as very-low income household with at least one adult who is person with special needs as defined in s. 420.004, Florida Statutes, or a person who is homeless as defined in s. 420.621, Florida Statutes, at the time of application. Rent subsidy assistance may include utility deposits, security deposits and payment of rent equal to no more than twelve (12) months with a maximum grant funding award of \$6,000.

Additionally, applicants must be entered into the local Homeless Management Information System (HMIS) and assistance will be provided based upon priority ranking as established by the local Continuum of Care (CoC).

The recipient's lease must be at least twelve (12) months. Case management services will be provided by Alachua County Community Support Services Department Social Services Division or referred to

community social service agencies. Collaboration with local Continuum of Care (CoC) lead agency, landlords and realtors will be fostered to provide monitoring and improve program efficiency and effectiveness.

**EVICTION PREVENTION**

The County shall administer Strategy the Eviction Prevention Program to award funding to eligible recipients who are in need of one-time payment assistance with rent payments that are in arrears. Eviction prevention applies only to rental dwellings to prevent homelessness. Eligible recipients may seek assistance for rent payments in arrears that are equal to no more than six (6) months’ rent with a maximum grant funding award of \$3,000.

Applications for assistance under this program will be reviewed and approved based on a first-come, first-qualified, first-served basis.

The recipient’s lease must be at least twelve (12) months. Case management services will be provided by Alachua County Community Support Services Department Social Services Division or referred to community social service agencies. Collaboration with local Continuum of Care (CoC) lead agency, landlords and realtors will be fostered to provide monitoring and improve program efficiency and effectiveness.

The City and County funding priority for the Direct Program Services is the implementation of the Rapid Rehousing Services. The Rapid Rehousing Program to provide rental subsidies to assist eligible individuals and families with obtaining a lease on a rental unit, including from becoming homeless and help those who are experiencing homelessness to be quickly re-housed and stabilized. Based upon funding availability the City and County may implement the Eviction Prevention Program to provide assistance to eligible individuals and families with rent payments in arrears that are equal to no more than six (6) months to prevent eviction.

4. ATTACHMENT B-Housing Focused Case Management Program, is deleted and replaced with the following:

**Program Overview**

<b>Operations</b>	
<b>Project Period</b>	SFY 2016/2017 (FY17), SFY 2017/2018 (FY 18) Launched - July 2017
<b>Funder(s)</b>	Inter-local Agreement: Alachua County - (SHIP & General Revenue) City of Gainesville - (SHIP)
<b>Program Services Oversight Responsibility</b>	Alachua County Community Support Services - Division of Social Services
<b>Program Budget</b>	\$417,000 - Total Budget \$ 60,000 - Operations (Housing Focused Case Manager) \$357,000 - Direct Assistance (3 <sup>rd</sup> party payments on behalf of clients) (\$153,000 City of Gainesville SHIP & \$204,000 Alachua County SHIP)
<b>Staffing Resources</b>	One (1) Housing Focused Case Manager

<b>Approach</b>	Housing First
<b>Data Tracking</b>	Client Service Network (CSN)—Alachua County Case Management System (CMS) Homeless Management Information System (HMIS)
<b>Agreements for Priority Access to Services</b>	GRACE Marketplace Dignity Village St. Francis House Family Promise of Gainesville
<b>Partnerships</b>	Alachua County Division of Court Services Alachua County Housing Authority Alachua County School Board Career Source of North Central Florida Catholic Charities City of Gainesville Department of Children & Families Department of Health (WIC, etc.) DOE Vocational Rehabilitation Early Learning Coalition Gainesville Housing Authority Meridian Behavioral Healthcare Three Rivers Legal Services  As well as other Community Based Organizations (CBOs), Faith Based Organizations (FBOs), community health providers, and local law enforcement agencies.  Special relationship building efforts will be made with private landlords, realtors, property investors, and income-based properties (LIHTC identified) to increase housing opportunities for households served under HFCMP.
<b>Program Details</b>	
<b>Project Description</b>	The Housing Focused Case Management (HFCM) Program’s goal is to quickly re-house individuals and families, who are experiencing homelessness. HFCM’s goal is to reduce and/end homelessness by helping individuals and families secure attainable housing and through the provision of case management.
<b>Target Population</b>	Alachua County Residents meeting the VI-SPDAT score range and SHIP Special Needs criteria: <ul style="list-style-type: none"> <li>• Developmental Disabilities (DD)</li> <li>• Recipient of SSD/SSI or other Disability Benefits</li> <li>• Youth Aging Out of Foster Care</li> <li>• Survivor of Domestic Violence</li> <li>• Person with Disabling Condition requiring independent living services</li> </ul> Or SHIP Act “Homeless” definition
<b>Geography Served</b>	Alachua County Residents NOTE: City SHIP funds will be restricted to City of Gainesville Residents
<b>Capacity</b>	25 to 35 Households per year, per staff (figures may vary depending on case intensity)
<b>Accessibility</b>	Referrals will only be accepted from the Coordinated Entry System (CES) – exceptions apply with administrative approval
<b>Length of Services</b>	Not to exceed a total of twelve (12) months; program applicability

<b>Assistance Limits</b>	Deposits and Rent Subsidy: \$6,000 - max per household (SHIP) NOTE: Additional funds may be available through GR
<b>Eligibility Criteria</b> Note: exceptions apply with administrative approval	VI-SPDAT: Score of 4 – 7 Income: 50% SHIP Income Limits Housing Status: Homeless per Florida Statute Residency: Must have ability to demonstrate residency in Alachua County
<b>Disqualifiers</b>	Prior SHIP Security/Deposits recipients cannot receive deposits again Prior SHIP Eviction Prevention/Rent Subsidy recipients cannot receive assistance within 2 years of their last assistance Unable to become or no longer being the primary resident of the unit
<b>Sustainability Criteria</b>	Ability to maintain housing and meet basic needs post services
<b>Eligible Services</b>	<ul style="list-style-type: none"> <li>• Case Management/Supportive Services/Wrap Around Care</li> <li>• Housing Application Fees (including background checks)</li> <li>• Security Deposit</li> <li>• First Month's Rent</li> <li>• Last Month's Rent</li> <li>• Rental Subsidy (not to exceed 12 months – including First &amp; Last)</li> <li>• Utility Assistance (TBD)</li> </ul>
<b>Housing Unit Requirements</b>	Monthly rent may not exceed maximum rents as established by FHFC Rent Schedule (120%) Must pass HUD Habitability Standards (See Exhibit 1) Lease must be for one (1) year Must be able to contribute 30% of their income towards their rent expenses
<b>Assessments</b>	Vulnerability Index - Service Prioritization Decision Assistance Tool (VI-SPDAT) at point of referral Self-Sufficiency Matrix (SSM) and (SPDAT) will be conducted at entry and SSM will be conducted again at interim, exit, and follow-up to track progress throughout the life of the case
<b>Certification Requirements</b>	Income certification will occur at program entry. Households will meet with SSC on a minimum of a monthly basis, but case plan review and goal development will be revisited every ninety (90 days) for continued determination of participation based on household's desire for continued services and demonstrated need. If household is recommended for closure – compliant households may be provided one month of additional assistance to assist with transition off program services.
<b>Outcomes</b>	75% of HHs Served will remain housing stable 90 days post exit date 85% of HHs, that completed program with housing stability, will remain housed one year post exit
<b>Appeal Process</b>	Alachua County Protocol

**Florida Statute 420.621 – Homeless Definition:**

(5) “Homeless,” applied to an individual, or “individual experiencing homelessness” means an individual who lacks a fixed, regular, and adequate night time residence and includes an individual who:

- (a) Is sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason;
- (b) Is living in a motel, hotel, travel trailer park, or camping ground due to a lack of

alternative adequate accommodations;

(c) Is living in an emergency or transitional shelter;

(d) Has a primary night time residence that is a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings;

(e) Is living in a car, park, public space, abandoned building, bus or train station, or similar setting; or

(f) Is a migratory individual who qualifies as homeless because he or she is living in circumstances described in paragraphs (a)-(e).

The terms do not refer to an individual imprisoned pursuant to state or federal law or to individuals or families who are sharing housing due to cultural preferences, voluntary arrangements, or traditional networks of support. The terms include an individual who has been released from jail, prison, the juvenile justice system, the child welfare system, a mental health and developmental disability facility, a residential addiction treatment program, or a hospital, for whom no subsequent residence has been identified, and who lacks the resources and support network to obtain housing.

**SHIP Special Needs:**

**Types of Special Needs  
defined in S.420.0004**

Developmental Disabilities (DD)

Receives SSD/SSI or other Disability Benefits

Youth Aging Out of Foster Care

Survivor of Domestic Violence

Person with Disabling Condition requiring  
independent living services



5. Except as modified by this Amendment all terms and provisions of the Agreement between the parties, dated April 9, 2019, shall remain in full force and effect.
6. This First Amendment shall be effective upon the date of execution of all parties.

**ALACHUA COUNTY:**

ATTEST:

\_\_\_\_\_  
Jesse K. Irby II, Clerk

By: \_\_\_\_\_  
Robert Hutchinson, Chair  
Board of County Commissioners  
Date: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Alachua County Attorney

**CITY OF GAINESVILLE:**

ATTEST:

\_\_\_\_\_  
Omichele Gainey, Clerk of the Commission

By: \_\_\_\_\_  
Lauren Poe, Mayor  
City of Gainesville  
Date: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Nicolle M. Shalley, City Attorney