

City of Gainesville

City Hall
200 East University Avenue
Gainesville, Florida 32601

Text File

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Agenda Date: 2/5/2015

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Status: To Be Introduced

In Control: City Manager

File Type: Discussion Item

Title

Update on the Provision of Homeless Services at the Empowerment Center (B)

This item is a request for the City Commission to hear an update on the recommendation of the Empowerment Center Oversight Board regarding the use of unspent funds from the FY14 agreement with the Alachua County Coalition for the Homeless and Hungry (ACCHH) for the provision of services at the Empowerment Center.

Explanation

This item supports City Commission Strategic Initiative 3.1: Continue implementation and engage in the update of the 10 year plan to end homelessness.

On January 14th, the Empowerment Center Oversight Board heard a presentation from the ACCHH regarding the use of unspent funds from the FY14 service agreement. A copy of the presentation is attached for your review (Attachment A). There is approximately \$78,000 remaining in the service agreement with the ACCHH. The ACCHH was required to provide the City with a full expenditure report of all funds expended in FY14. During the negotiation of the revised service agreement, the ACCHH reported that there is approximately \$78,000 that was not expended in the FY14 contract year. There were differences of opinions between the City staff and ACCHH staff on whether the unspent funds were to be carried forward or returned to the City and the County.

City staff believed they could no longer move forward with a revised service agreement until the Oversight Board was aware of the unspent funds and made a recommendation to the City and County Commissions. There were three options presented to the Oversight Board:

- (1) reduce the revised service agreement with the ACCHH by \$78,000 and modify the Interlocal Agreement with the County accordingly. The revised service agreement with the ACCHH for FY15 would be modified and the total amount of the contract would be for \$481,680 instead of \$559,680; or
- (2) allow the ACCHH to carry forward the \$78,000 unspent funds and modify the revised service agreement to increase the level of the services; and request that the Oversight Board receive a presentation from ACCHH on the proposed services and determine the new level of service for FY15; or
- (3) return the \$78,000 unspent funds to the City and County (to be divided equally). Both the City and County would receive approximately \$39,000.

ACCHH expressed a preference for Option 2 to allow the funds be carried forward and ask the Oversight Board to receive a presentation on increased services.

The Oversight Board voted three to two to recommend that the City and County agree to allow ACCHH to place approximately 10% of the total funds recently approved by both Commissions in a contingency fund. In December 2014, the City and the County Commissions approved an additional \$251,680 in funding for ACCHH; \$25,000 would be approximately 10% of this amount. The Oversight Board recommendation was to allow ACCHH to place approximately \$25,000 of the \$78,000 in a contingency fund within the ACCHH budget and reduce the remaining funds of \$53,000 from the total payments in the revised service agreement for FY15. The revised total funds allocated to ACCHH for FY15 would be \$506,680 instead of the previously approved \$559,680.

To implement the Oversight Board's recommendation, both commissions must approve the funding decrease and amend the Interlocal Agreement between the City and the County. Furthermore, the City and the ACCHH must amend the revised Service Agreement.

Fiscal Note

The City Commission and the Alachua County Board of County Commissioners each provide \$279,840 (\$559,680 total) for the provision of homeless services at the Empowerment Center for FY15. The Oversight Board recommended a decrease of approximately \$53,000 to the revised FY15 agreement due to unspent funds from the FY14 agreement. The recommendation included dividing that decrease equally between the City and the County, resulting in a reduced cost of approximately \$26,500 each.

Recommendation

The City Commission: 1) hear an update from staff; 2) consider the recommendation from the Oversight Board to allow the ACCHH to place approximately \$25,000 of the \$78,000 in a contingency fund within the ACCHH budget and reduce the remaining funds of \$53,000 from the total payments in the revised service agreement for FY15; 3) authorize the City Manager to execute an amendment with the County to the Interlocal Agreement, subject to approval as to form and legality by the City Attorney; and 4) authorize the City Manager to execute an amendment to the Service and/or License Agreement with ACCHH, subject to approval as to form and legality by the City Attorney.

ACCHH Presentation to Empowerment Center Oversight Advisory Board

January 14, 2015

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Summary of Options & Costs

	SERVICE OPTIONS	COST	PRIOR FUNDING	NET FUNDING REQUIRED
	DAY SERVICES ONLY	403,963	308,000	95,963
	DAY SERVICES + SHELTER 22	483,846	308,000	175,846
	DAY SERVICES + PAVILION	479,797	308,000	171,797
CURRENT LEVEL OF → SERVICE		565,868	308,000	257,868
	DAY SERVICES + SHELTER 44	565,868	308,000	257,868
	DAY SERVICES + SHELTER 44 + PAVILION	641,702	308,000	333,702

Actions on additional funding:

Oversight Advisory Board:

5-0 recommendation: provide \$251,680

County Commission:

5-0 vote: appropriated \$125,840

City Commission:

5-1 vote: appropriated \$125,840

(City Commission also authorized Inter-local Agreement with County and Service Agreement with ACCHH to be finalized and executed)

Status of Amended Service Agreement with ACCHH:

Agreement is close to final.

Input needed from Oversight Advisory Board:

- Year 1 carry-forward***
 - Format of monthly service reports***
-

Year 1 carry-forward

Original Service Agreement provides:

- ***“costs must be incurred during the term of this Agreement in order to be eligible for payment”***
 - ***ACCHH minimized Year 1 expenses to ensure continued operations***
 - ***Approach was essential due to cash-flow problem created by reimbursement approach of Original Agreement***
-

Cash flow under Original Agreement

- ***No payment for September until Nov. 10***
 - ***No payment for October until Dec. 9***
 - ***Funds had to be stretched to cover costs***
-

Year 1 & Year 2 Payments and Expenses

Year 1	Year 2
Payments to 9/30: 264,687.50	Payment on 12/9: 25,666.67
Payment on 11/10: 43,312.50	Total: 25,666.67
Total: 308,000.00	
	Expenses to 12/8:
Expenses to 9/30:	Paid: 49,353.53
 Paid: 202,143.85	Incurred: 24,090.58
 Incurred: 29,833.45	Total: 73,444.13
Total: 231,977.30	
Net Total: 76,022.70	

Cash flow under Amended Agreement

- **Payment in January for January**
- **Payment in January for December**
- **Payment in January for Oct. & Nov. increase**

- **Frees up \$76,022.70 in Year 1 payments applied to Year 2 expenses**

Proposed Approach under Draft Amended Agreement

- ***ACCHH to submit updated Year 2 budget “including the proposed use of any funds carried forward from Year 1 payments under the Original Agreement” (paragraph 7, pp.4-5)***
 - ***Up to Oversight Board to Approve or Reject***
 - ***Funds could be used to enhance services, cover deferred expenses, or held to cover future contingencies***
-

Proposed Approach under Draft Amended Agreement

- ***If Board prefers, funds could be held to reduce the City/County funding for Year 3***
- ***Requested action:***
 - ***confirm that Board wishes ACCHH to submit a proposal for the use of carry-forward funds to the Board for approval***

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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."

WITNESSETH:

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 REP HOU15-140016-FB on October 31, 2013, a request for proposals to administer and implement services for homeless persons at the City's facility located at 2645 Northwest 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

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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) under the Original Agreement and the City has paid the Provider in full for Year 1. 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 levels of services that shall be provided by the Provider, subject to the actual demand for the particular services (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, Amendment.

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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):** On or before January 1, 2015, the City will make a payment of \$46,640.00 to the Provider for services provided in the month of October 2014 (less any amount previously paid by the City pursuant to the Original Agreement for services provided in that month), plus \$46,640.00 for services provided in the month of November 2014 (less any amount previously paid by the City pursuant to the Original Agreement for services provided in that month) and \$46,640.00 for services provided in the month of December 2014.

Beginning in January 2015 and continuing through September 2015, the City will make nine additional monthly payments of \$46,640.00 to the Provider at the beginning of each month. 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 as described in Section 7 and Attachment A.

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 Alabama 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 submitted after January 15, 2015 must be received by the City's Contract Manager by the 5th of the month for which payment is requested. Upon receipt of the Invoice and properly completed Service Report,

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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 - November 30, 2014 (which is being paid in full or in part in arrears under this Agreement), the Provider shall submit the invoice/reporting with the invoice for January 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 (i.e., the January invoice will be submitted with the December 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 1st 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 Provider's 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 300 unduplicated clients annually	Number of unduplicated clients (all services)
Reduce hunger	Meals will be provided to at least 300 unduplicated clients annually	Number of unduplicated clients provided with meals
Reduce homelessness	An average of at least 100 meals per day will be served Overnight shelter will be provided indoors or outdoors to at least 150 unduplicated clients annually An average of at least 20 persons per night will be provided with overnight shelter indoors	Number of meals served per day Number of unduplicated clients provided with overnight shelter Number of nights of overnight shelter provided indoors
Increase self-sufficiency	Case management will be provided to at least 100 unduplicated clients annually	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).

- On or before January 22, 2015, the estimated budget for the period from October 1, 2014 through September 30, 2015, including the proposed use of any funds carried forward from Year 1 payments under the Original Agreement; and
- On or before February 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

- 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 in 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.

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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. TIME/INSP/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 unenforceable 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

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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 \$300,000 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 Marty, 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 Teresa Lowe, Executive Director AOCCH 2845 NE 39 th Avenue Gainesville, Florida 32609 Phone: (352) 792-0800
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For any notices(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	PROVIDER Teresa Lowe, Executive Director AOCCH 2845 NE 39 th Avenue Gainesville, Florida 32609 Phone: (352) 792-0800
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Phone: (352) 393-5010

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 times 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

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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:

PROVIDER:

Russ Blackburn, City Manager

Board Chair

WITNESS:

WITNESS:

Signature

Signature

Printed Name:

Printed name:

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ATTACHMENT A
SCOPE AND SCHEDULE OF SERVICES

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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 services, 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: Case management services shall be provided at least 20 hours per week. 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

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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), ACCOH staff shall provide the contact information for the custodian at GPD.

- After the 90 day period has expired, ACCOH 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.

- ACCOH 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, ACCOH 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 ACCOH's efforts to increase and refine services to best meet the needs of the homeless population.

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DRAFT

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 ACCRH staff. I further certify that all Services have been performed in accordance with the Agreement.

Authorized Signature: _____ Date: _____
Title: _____

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ATTACHMENT C - PART 1 OF 2

MONTHLY SERVICE REPORT (UNDUPLICATED PERSONS SERVED)
FOR THE MONTH OF _____

Male	
Female	
Other or refused to identify	
TOTAL:	
Under 18	
18-30	
31-50	
51-61	
62+	
Unknown or refused to identify	
Chronically Homeless	
Veteran	
Physically disabled	
Other:	
Other:	
White	
African American	
Native American	
Asian	
Multi-Racial	
Other	
Refused to identify	
Hispanic	
Non-Hispanic	
Type of Service Provided	
Case Management	
Day Service	
Meal	
Outdoor Shelter	
Indoor Shelter	
Other:	

