



Inter-Office Communication

**Neighborhood Improvement Department
Housing & Community Development Division**

**Telephone: (352) 334-5026
Fax: (352) 334-3166
Box: 22**

DATE: December 21, 2010

TO: Fred Murry, Assistant City Manager

FM OK - 12/21/10

FROM: Jacqueline S. Richardson, HCD Manager

JSR

SUBJECT: Office on Homelessness- Status of Funds

This memorandum provides a report on the reconciliation of the outstanding invoices for the Office on Homelessness. Pursuant to the City's letter dated October 18, 2010 advising the status of the funds for the Office on Homelessness (Attachment A), staff has reviewed the outstanding invoices and supporting documentation as submitted by the Alachua County Housing Authority to determine the reimbursement eligibility for the Office on Homelessness program expenditures. Per staff's review of said invoices and supporting documentation, the Alachua County Housing Authority is eligible to receive a payment reimbursement in the amount of \$144,170.22 covering the periods October 1, 2008-September 30, 2010 for the Office on Homelessness program expenditures. Attached for your reference is a copy of the Summary of Expenditures Report for the Office on Homelessness (Attachment B), which shows the final reconciliation of the outstanding payment reimbursement invoices. As a result, staff recommends approving a payment reimbursement to the Alachua County Housing Authority in the amount of \$144,170.22. Upon your approval, staff will move forward with processing the payment reimbursement as follows:

- FY 2007-2008 for \$47,834.49;
- FY 2008-2009 for \$36,766.44; and
- FY 2009-2010 for \$59,569.29 (pending):
 - The FY 2009-2010 payment will be processed when the County submits to the City copies of the original executed First Amendment and Second Amendment to the Interlocal Agreement between the City and the County; and a payment of \$36,000 for contract year FY 2009-2010, which coincides with said Amendments. This will allow the City to close out the previous contracts from FY 2006-2007 through FY 2009-2010.
 - Additionally, there is a payment of \$36,000 due from the County to the City for the current FY 2010-2011 for the Office on Homelessness services from October 1, 2010 through September 30, 2011. This payment does not impact the payment reimbursement as noted herein.

Further, in accordance with the Interlocal Agreement, the City and County shall evenly split any remaining funds after the receipt of payment to the Alachua County Housing Authority for the Office on Homelessness program expenditures. Therefore, after paying the Alachua County Housing Authority as noted herein, the remaining balance in the Office on Homelessness account will be \$66,801.75. As such, the City will retain a refund of \$33,400.88; and will submit a return of funds to the County in the amount of \$33,400.87 as shown in Attachment B.

Attachments

**Cc: Russ Blackburn, City Manager
John Skelly, Alachua County**

**Nicolle Shalley, Sr. Assistant City Attorney
Gail Monahan, Alachua County Housing Authority**

Attachment A

**Office of the City Manager**

PO Box 490, Station 6
 Gainesville, FL 32602-0490
 (352) 334-5010
 (352) 334-3119 (fax)
 www.cityofgainesville.org

October 18, 2010

Randall Reid, County Manager
 Alachua County
 12 SE 1st Street
 Gainesville, FL 32601

Gail Monahan, Executive Director
 Alachua County Housing Authority
 703 NE 1st Street
 Gainesville, FL 32601

Re: Office on Homelessness- Status of Funds

Dear Mr. Reid and Ms. Monahan:

This letter serves to clarify recent discussions regarding the status of City and County funds allocated through Interlocal Agreements to the Alachua County Housing Authority (ACHA) for operation of the Office on Homelessness from March 30, 2006-September 30, 2010.

Per our discussions, City staff has informed County staff and the ACHA that although the Office on Homelessness has provided some level of services during the above period of time, ACHA has not provided the invoices and quarterly reports required by the Interlocal Agreements in order to receive payment. City staff proposes to offer the ACHA a limited period of time to remedy its failure to comply with the Interlocal Agreements. In addition, given the on-going compliance issues, the City has not executed the most recent First Amendment (nor has the County) and the City has drafted a Second Amendment to same intended to make clear that the ACHA is not authorized to continue work under the Interlocal Agreement if it does not timely submit invoices and quarterly reports.

For your reference, the following is a summary of the status of the Interlocal Agreements for the Office on Homelessness:

No	Interlocal Agreement	Contract End Date	Contract Amount	Payment Requested by ACHA for Services	Payment Paid by the City to ACHA	Contract Balance	Contract Status
1	March 30, 2006	September 30, 2006	\$72,000	\$61,061.21 (October 2006-September 2007)	\$61,061.21 (Paid \$27,627.42 on May 28, 2007); (Paid \$16,318.14 on January 13, 2008); and (Paid \$17,115.65 on April 6, 2008).	\$10,938.79	Expired See Summary Below.
2	September 26, 2006; and December 12 th 2006 (Amended)	September 30, 2008	\$72,000	\$15,966.82 (October 2007-December 2007)	15,966.82. (Paid April 6, 2008)	\$56,033.18	Expired See Summary Below.
3	April 8, 2009 (Amended)	September 30, 2009	\$72,000	\$0	\$0	\$72,000	Expired See Summary Below.
4	October 1, 2009-September 30, 2011	September 30, 2011	\$72,000 (per year)	\$43,453.75 (October 2009-April 2010)	\$0	\$28,546.25	See Summary Below.

In summary, the City proposes the following with respect to the funds for the Office on Homelessness:

- As to Interlocal Agreement #1, given the time that has elapsed and the fact that the ACHA invoiced and was paid \$61,061.21 for services. The City considers this Agreement performed and expired. The balance on account (\$10,938.79) will be refunded equally (\$5,469.39 each) to the City and the County.
- As to Interlocal Agreement #2, as amended, ACHA invoiced and was paid \$15,966.82 for services. ACHA will have 45 calendar days from the date of this letter to provide invoices and quarterly reports that are satisfactory to the City in order to be paid any portion of the balance that remains on account (\$56,033.18.) At the end of the 45 days, any funds not paid due to continued non-compliance by the ACHA will be refunded equally to the City and County.
- As to Interlocal Agreement #3, ACHA has submitted no invoices or reports. ACHA will have 45 calendar days from the date of this letter to provide invoices and quarterly reports that are satisfactory to the City in order to be paid any portion of the balance that remains on account (\$72,000.) At the end of the 45 days, any funds not paid due to continued non-compliance by the ACHA will be refunded equally to the City and County.
- As to First Amendment to Interlocal Agreement, the City has received an invoice in the amount of \$43,453.75 from the ACHA for two quarters (October 2009-March 2010.) The City is holding the payment of this invoice until the First and Second Amendments (included with this letter) are fully executed by ACHA and the County. At that time, the City will sign the First and Second Amendments and will process the request for payment. ACHA will have 45 days to submit the invoice and report for the remaining quarters of the last fiscal year (April 2010 – September 2010). At the end of the 45 days, any funds not paid due to non-compliance by the ACHA will be refunded equally to the City and County.

Please advise me promptly if either of you object to the above outlined course of action. In addition, the Alachua County Housing Authority please execute and return the Second Amendment to me no later than October 27, 2010. Upon receipt, the City will execute both the First Amendment and Second Amendment and forward the documents to the County for execution and recording.

Should you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,



Fred Murry
Assistant City Manager

Enclosures

Cc: Theresa Lowe, Director, Office on Homelessness
John Skelly, Director Alachua County Poverty Reduction Program
Russ Blackburn, City Manager
Jacqueline Richardson, HCD Manager
Nicolle Shalley, Sr. Assistant City Attorney

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT
BETWEEN ALACHUA COUNTY, THE CITY OF GAINESVILLE AND
THE ALACHUA COUNTY HOUSING AUTHORITY**

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT, made and entered into this _____ day of _____, 2009, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", the City of Gainesville, a municipal corporation of the State of Florida, hereinafter referred to as "City", and the Alachua County Housing Authority, a public body corporate and politic created pursuant to Chapter 421, Florida Statutes, hereinafter referred to as "ACHA".

WITNESSETH:

WHEREAS, the parties hereto previously entered into an Interlocal Agreement dated April 8, 2009, for the provision of administrative services and operation of the City of Gainesville/Alachua County Office on Homelessness; and,

WHEREAS, the parties wish to amend the Interlocal Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree to amend the April 8, 2009, Interlocal Agreement as follows:

- A. The term of the Interlocal Agreement is extended for a period of two years, commencing on the 1st day of October, 2009 and continuing until September 30, 2011. Pursuant to §163.01 (11), Florida Statutes, this amendment shall be deemed effective upon the official recording of the fully executed amendment with the Alachua County Clerk of Courts.
- B. For FY 2009-2010, the City Commission and Board of County Commissioners shall each contribute \$36,000; and for FY 2010-2011 the City Commission and Board of County Commissioners shall each contribute \$36,000 pursuant to the terms and conditions of the Interlocal Agreement.
- C. The City's and County's performance and obligation to pay under this amendment is contingent upon a specific annual appropriation by the City Commissioners and the Board of County Commissioners. The parties hereto understand that this amendment is not a commitment of future appropriations.

D. The County shall provide to the City \$36,000 from its FY 2009-2010 budget within 30 days of the execution of this amendment by all parties hereto; and an additional \$36,000 from its FY 2010-2011 budget by October 31, 2010 as the County's contribution towards this amendment.

E. Contingent on the annual funding by the City and County, the City shall compensate the ACHA \$18,000 per quarter in accordance with Section 5 of the Interlocal Agreement (total not to exceed \$72,000 per year).

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original Interlocal Agreement between the parties, dated April 8, 2009, shall be and remain in full force and effect.

This amendment will take effect upon signature by the parties.

ALACHUA COUNTY, FLORIDA

Attest: _____
Clerk, by Deputy Court

By: _____
Randall H. Reid, County Manager

APPROVED AS TO FORM

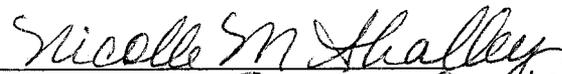
Alachua County Attorney

CITY OF GAINESVILLE

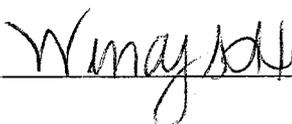
Attest: 
Clerk of the Commission

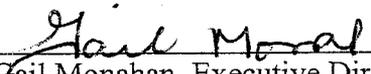
By: 
~~Reginald Hanrahan, Mayor~~ Craig Lowe, Mayor
City of Gainesville

APPROVED AS TO FORM AND LEGALITY


City Attorney - Senior Assistant

**ALACHUA COUNTY HOUSING
AUTHORITY**

Attest: 

By: 
Gail Monahan, Executive Director

APPROVED AS TO FORM

Alachua County Housing Authority Attorney

**SECOND AMENDMENT TO INTERLOCAL AGREEMENT
BETWEEN ALACHUA COUNTY, THE CITY OF GAINESVILLE AND
THE ALACHUA COUNTY HOUSING AUTHORITY**

THIS SECOND AMENDMENT TO INTERLOCAL AGREEMENT, made and entered into this _____ day of _____, 2010, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", the City of Gainesville, a municipal corporation of the State of Florida, hereinafter referred to as "City", and the Alachua County Housing Authority, a public body corporate and politic created pursuant to Chapter 421, Florida Statutes, hereinafter referred to as "ACHA".

WITNESSETH:

WHEREAS, the parties hereto previously entered into an Interlocal Agreement dated April 8, 2009, as extended by First Amendment commencing on October 1, 2009 and continuing until September 30, 2011 (collectively referred to as the "Interlocal Agreement"), for the provision of administrative services and operation of the City of Gainesville/Alachua County Office on Homelessness; and,

WHEREAS, ACHA has not timely submitted invoices and quarterly reports as required by the Interlocal Agreement and this has made it difficult for the City to properly manage the Interlocal Agreement and for the County and City to be fully apprised of the work performed by the Office on Homelessness, therefore the parties wish to further amend the Interlocal Agreement to make clear that the ACHA is not authorized to provide services under the Interlocal Agreement if they fail to timely file invoices and quarterly reports;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree to further amend the Interlocal Agreement as follows:

- A. Section 5 of the Interlocal Agreement is amended in its entirety to read as follows:

5. Method of Payment/Stop Work – For all services actually, timely and faithfully performed, the ACHA will be paid \$18,000 on a quarterly basis for each of the eight (8) quarters of the two-year term of this Agreement. The ACHA shall submit an invoice to the City within 15 days of the end of each calendar quarter and shall allow the City 15 days to process payments. Each invoice shall be in sufficient detail to indicate the expenses incurred by the ACHA under this Agreement, and payment shall be contingent upon the ACHA submitting quarterly reports as required by Section 4. In the event an invoice and quarterly report are not received by the City within 15 days of the end of a calendar quarter, the ACHA (including the Director of Homeless Services and the Office on Homelessness) is not authorized to provide further services under this Agreement until such time as the delinquent invoice and report are submitted to the City. In the event the ACHA (including the Director of Homeless Services and the Office on Homelessness) disregards this provision and continues to provide services, such services shall be provided at the sole cost and expense of the ACHA and shall not be eligible for reimbursement under this Agreement.

B. Pursuant to §163.01 (11), Florida Statutes, this amendment shall be deemed effective upon the official recording of the fully executed amendment with the Alachua County Clerk of Courts.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the Interlocal Agreement shall be and remain in full force and effect.

This amendment will take effect upon signature by the parties.

ALACHUA COUNTY, FLORIDA

Attest: _____
Clerk, by Deputy Court

By: _____
Randall H. Reid, County Manager

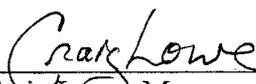
APPROVED AS TO FORM

Alachua County Attorney

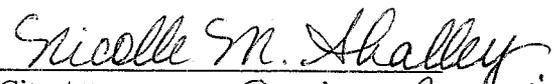
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CITY OF GAINESVILLE

Attest: 
Clerk of the Commission

By: 
Craig Lowe, Mayor
City of Gainesville

APPROVED AS TO FORM AND LEGALITY


City Attorney — Senior Assistant

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ADDITIONAL PARTY IS ON THE FOLLOWING PAGE

ALACHUA COUNTY HOUSING
AUTHORITY

Attest: Windy [Signature]

By: Gail Monahan [Signature]
Gail Monahan, Executive Director

APPROVED AS TO FORM

Alachua County Housing Authority Attorney

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ATTACHMENT B

**Summary of Expenditures
Office on Homelessness
January 1, 2008-September 30, 2010**

Fiscal Year	Contract Balance	Description of Services	Payment Reimbursement (Eligible Expenses)	Contract Balance	Balance Due City	Balance Due County
FY 2006-2007	\$10,938.79	Contract Closed Out	N/A	\$10,938.79		
	\$10,938.79	Subtotal		\$10,938.79	\$5,469.40	\$5,469.39
FY 2007-2008	\$56,033.18	January 1, 2008-March 31, 2008	\$15,919.89			
		April 1, 2008-June 30, 2008	\$15,038.04			
		July 1, 2008- September 30, 2008	\$16,876.56			
	\$56,033.18	Subtotal	\$47,834.49	\$8,198.69	\$4,099.35	\$4,099.34
FY 2008-2009	\$72,000.00	October 1, 2008-December 31, 2008	\$10,240.22			
		January 1, 2009-March 31, 2009	\$6,550.63			
		April 1, 2009-September 30, 2009	\$19,975.59			
	\$72,000.00	Subtotal	\$36,766.44	\$35,233.56	\$17,616.78	\$17,616.78
FY 2009-2010	\$72,000.00	October 1, 2009-December 31, 2009	\$14,408.39			
		January 1, 2010 - March 31, 2010*	\$12,783.17			
		April 1, 2010 - June 30, 2010	\$14,406.39			
		July 1, 2010 - September 30, 2010	\$17,971.34			
	\$72,000.00	Subtotal	\$59,569.29	\$12,430.71	\$6,215.36	\$6,215.35
Total	\$210,971.97		\$144,170.22	\$66,801.75	\$33,400.88	\$33,400.87

Note:

All related Quarterly OOH Reports are on file (January 2008-September 2010).