

Grants & Contracts - Transmittal Memo

DATE: February 7, 2020

FROM: Procurement, Contracts

TO: Tom Tonkavich

CONTRACT #: 9321

VENDOR: City of Gainesville

DESCRIPTION: #9321 7th Amendment with the City of Gainesville for the Empowerment Center to provide funding for FY 19, FY20 and FY21

APPROVED BY: Board of County Commissioners

APPROVAL DATE: January 28, 2020

RECEIVED ON: January 28, 2020

TERM START: January 28, 2020

TERM END: September 30, 2020

AMOUNT: \$750,000.00

RFP/BID #:

GMW: N/A

POR #
(ENCUMBERANCE): N/A

ACTIONS REQUIRED: Please forward a copy to the vendor & retain a copy for your files.

**SEVENTH AMENDMENT TO INTERLOCAL AGREEMENT
BETWEEN ALACHUA COUNTY AND THE CITY OF GAINESVILLE
FOR THE EMPOWERMENT CENTER**

This Seventh Amendment to the Interlocal Agreement between Alachua County and the City of Gainesville for the Empowerment Center (the "Seventh Amendment") is entered into by and between ALACHUA COUNTY, a charter county and political subdivision of Florida (the "County"), and the CITY OF GAINESVILLE, a municipal corporation (the "City").

WITNESSETH

WHEREAS, the County and City 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 issue of homelessness impacts the County and City, and is a quality of life issue that is concerning to County and City residents; and

WHEREAS, the County and City, in a continuing effort to cooperate in the provision of homeless services, entered into an Interlocal Agreement for the Empowerment Center on August 28, 2014, (the "Agreement"), as amended by a First Amendment on February 11, 2015, (the "First Amendment"), a Second Amendment on June 28, 2016, (the "Second Amendment"), a Third Amendment on February 15, 2017, (the "Third Amendment"), a Fourth Amendment on January 25, 2018 (the "Fourth Amendment"), a Fifth Amendment on March 27, 2018 (the "Fifth Amendment"), a Sixth Amendment on April 25, 2019 (the "Sixth Amendment"), and

WHEREAS, the County and City wish to amend the Agreement to provide additional funding to assist in the continued efforts of the Empowerment Center to provide services to the homeless of Alachua County.

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

1. Section 2 of the Agreement is hereby deleted and the following shall be inserted in its place:

Funding for the Service Agreement.

FY 2020-2021. The parties agree to pay \$1,500,000 (\$1,250,000 from the City and \$250,000 from the County as appropriated by the Gainesville City Commission and Board of County Commissioners) to extend services for twelve months, from October 1, 2020, through September 30, 2021, to be disbursed by the City to the Provider in accordance with the Service Agreement between the City and the Provider. This obligation is subject to future appropriations by the City Commission and the Board of County Commissioners.

Any funds unexpended by the Provider at the termination or expiration of the Service Agreement shall be reimbursed to the City in accordance with the Service Agreement between the City and the Provider. Within 90 calendar days of any such reimbursement from the Provider to the City, the City shall reimburse to the County one-sixth of the reimbursement or the equivalent value.

FY 2019-2020. To fund operations at GRACE Marketplace, the parties agree to pay \$1,500,000 (\$1,000,000 from the City and \$500,000 from the County as appropriated by the Gainesville City Commission and Board of County Commissioners) to extend services for twelve months, from October 1, 2019, through September 30, 2020, to be disbursed by the City to the Provider in accordance with the Service Agreement between the City and the Provider. This obligation is subject to future appropriations by the City Commission and the Board of County Commissioners.

Any GRACE Marketplace operating funds that are unexpended by the Provider at the termination or expiration of the Service Agreement shall be reimbursed to the City in accordance with the Service Agreement between the City and the Provider. Within 90 calendar days of any such reimbursement from the Provider to the City, the City shall reimburse to the County one-third of the reimbursement or the equivalent value.

To fund the Transitional Campground Operations, the parties agree to pay \$500,000 (\$250,000 from the City and \$250,000 from the County as appropriated by the Gainesville City Commission and Board of County Commissioners) to provide services for twelve months, from October 1, 2019, through September 30, 2020, to be disbursed by the City to the Provider in accordance with the Service Agreement between the City and the Provider. This obligation is subject to future appropriations by the City Commission and the Board of County Commissioners.

The parties acknowledge that the funding in the amount of \$500,000 has been appropriated for FY 2019-2020, and any remaining appropriated funds will be applied to the FY 2020-2021 Transitional Campground Operations costs.

FY 2018-2019. The parties agree to pay \$362,071 (\$181,035.50 each from the City and County as appropriated by the Gainesville City Commission and Board of County Commissioners) to extend services for three months, from October 1, 2018, through December 31, 2018, to be disbursed by the City to the Provider in accordance with the Service Agreement between the City and the Provider. This obligation is subject to future appropriations by the City Commission and the Board of County Commissioners.

The parties agree to pay \$1,107,747 (\$553,873.50 each from the City and County as appropriated by the Gainesville City Commission and Board of County Commissioners) to extend services for nine months, from January 1, 2019, through September 30, 2019, to be disbursed by the City to the Provider in accordance with the Service Agreement between the City and the Provider. This obligation is subject to future appropriations by the City Commission and the Board of County Commissioners.

Any funds unexpended by the Provider at the termination or expiration of the Service Agreement shall be reimbursed to the City in accordance with the Service Agreement between the City and the Provider. Within 90 calendar days of any such reimbursement from the Provider to the City, the City shall reimburse to the County one-half of the reimbursement or the equivalent value.

FY 2017-2018. The parties agree to pay \$724,140 (\$362,070 each from the City and County as appropriated by the Gainesville City Commission and Board of County Commissioners) to extend services for 6 months, from April 1, 2018, through September 30, 2018, to be disbursed by the City to the Provider in accordance with the Service Agreement between the City and the Provider. This obligation is subject to future appropriations by the City Commission and the Board of County Commissioners.

The parties budgeted and paid \$218,500 (\$109,250 each from the City and County as appropriated by the Gainesville City Commission and Board of County Commissioners) to extend services for three months, from October 1, 2017, through December 31, 2017, disbursed by the City to the Provider in accordance with the Service Agreement between the City and the Provider.

The parties budgeted and paid \$368,500 (\$184,250 each from the City and County as appropriated by the Gainesville City Commission and Board of County Commissioners) to extend services for three months, from January 1, 2018, through March 31, 2018, disbursed by the City to the Provider in accordance with the Service Agreement between the City and the Provider.

FY 2016-2017. The parties budgeted and paid \$874,000 (\$437,000 each from the City and County as appropriated by the Gainesville City Commission and Board of County Commissioners) for services rendered in FY 2016-2017, disbursed by the City to the Provider in accordance with the Service Agreement between the City and the Provider.

Any funds unexpended by the Provider at the termination of the Service Agreement shall be reimbursed to the City in accordance with the Service Agreement between the City and the Provider. Within 90 calendar days of any such reimbursement from the Provider to the City, the City shall reimburse to the County one-half of the reimbursement or the equivalent value.

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 parties budgeted and paid a total amount of \$780,793.50 (\$390,396.75 each from the City and County as appropriated by the Gainesville City Commission and Board of County Commissioners) for services rendered in FY 2015-2016, disbursed by the City to the Provider in accordance with the Service Agreement.

The total disbursement of \$780,793.50 included a fundraising contingency of \$221,113.50 that was to be provided to the Provider, contingent upon Private Fundraising received by the Provider in FY 2015-2016. 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 FY 2015-2016 of \$281,113.50.

The Provider shall reimburse the City with all Private Fundraising the Provider received in excess of \$60,000.00 and up to the contingency amount of \$221,113.50. The City shall, no later than 60 calendar days, after receiving any reimbursement from the Provider, disburse to the County one-half of the total reimbursement the City received from the Provider.

FY 2013-2014 and FY 2014-2015. The parties budgeted and paid \$308,000 (\$154,000 each from the City and County as appropriated by the Gainesville City Commission and Board of County Commissioners) per year for services rendered in FY 2013-2014 and FY 2014-2015, disbursed by the City to the Provider in accordance with the Service Agreement between the City and the Provider. The parties budgeted and paid additional funding totaling \$251,680 (\$125,840 each from the City and County as appropriated by the Gainesville City Commission and Board of County Commissioners) for services rendered in FY 2014- 2015, disbursed by the City to the Provider in accordance with the Service Agreement between the City and Provider.

2. Except as expressly amended herein, all other terms and provisions of the Agreement between the parties, dated August 28, 2014, and as amended as described above, shall be and remain in full force and effect.
3. Should there be any conflict between the terms of the Agreement and this Seventh Amendment, the terms of this Seventh Amendment shall govern.
4. This Seventh Amendment shall be effective upon the date of execution of all parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this Seventh Amendment to the Interlocal Agreement between Alachua County and the City of Gainesville for the Empowerment Center on the respective dates beneath each signature.

ALACHUA COUNTY:

**BOARD OF COUNTY COMMISSIONERS
ALACHUA COUNTY, FLORIDA**

ATTEST:

Jess Irby

J. K. "Jess" Irby, Clerk

By:

Robert Hutchinson

Robert Hutchinson, Chair
Board of County Commissioners

Date: 1-28-2020

APPROVED AS TO FORM:

Sylvia Torres

Sylvia Torres, County Attorney

for

CITY OF GAINESVILLE:

CITY OF GAINESVILLE, FLORIDA

ATTEST:

Marie P. Kessler

Clerk of the Commission
City of Gainesville

Marie P. Kessler

By:

Lauren Poe

Lauren Poe, Mayor

Date: 12/16/2019

APPROVED AS TO FORM:

Nicolle M. Shalley, City Attorney

APPROVED AS TO FORM AND LEGALITY

By:

Sean M. McDermott
Sean M. McDermott, Sr. Asst. City Attorney
City of Gainesville, Florida

12/16/2019

23
19-0805

Agenda Item Name:

Seventh Amendment to the Interlocal Agreement Between Alachua County and the City of Gainesville for the Empowerment Center

Presenter:

Claudia Tuck

Description:

Requesting Approval of the Seventh Amendment to the Interlocal Agreement Between Alachua County and the City of Gainesville for the Empowerment Center that provides funding for the services agreement for FY 2019-20 and FY 2020-21.

Recommended Action:

Approve the agreement and authorize the Chair to sign.

Prior Board Motions:

Approved original agreement and 6 amendments

Fiscal Consideration:

001.29.2944.564.34.00 Total \$750,000. (\$500,000 for operations of Grace Market Place and \$250,000 to assist with closure of Dignity Village)

Background:

In August 2014, the City of Gainesville and Alachua County entered into a ten year interlocal agreement for the Empowerment Center. Among other provisions this agreement includes funding and payment amounts for homeless services for each Fiscal Year. The original Interlocal agreement provided for a total of \$308,000.00 in funding, with one-half provided by each governmental entity. The First Amendment increased funding for Fiscal Year 2014-15 to a total of \$559,680.00, shared equally between the City and County. The Second Amendment increased funding for Fiscal Year 2015-16 to a total \$780,793.50 which included a fundraising contingency of \$211,113.50 of funds raised in excess of \$60,000.00.

The Third Amendment increased funding for Fiscal Year 2016-17 to a total of \$874,000.00. The Fourth Amendment provided funding for a portion of Fiscal Year 2017-18 for the period of October 1, 2017 through December 31, 2017, in the amount of \$218,500.00, shared equally between the City and County. The Fifth Amendment provided funding for the term of January 1, 2018 through March 31, 2018 in the amount of \$368,500.00 to be shared equally and a Sixth Amendment provided county funding for April 1, 2018 through September 30, 2018 in the amount of \$362,070.00. The Sixth Amendment also included county funding for the period of October 1, 2018 through December 31, 2018 in the amount of \$181,035.50. Additionally, for the period of January 1 through September 30, 2019 county funding is provided in the amount of \$553,873.50. As the current Provider contract extends through December 31, 2019, the

Sixth Amendment also included a provision for County FY 20 funding from October 1 through December 31, 2019, subject to future appropriation. |