

**FIRST AMENDMENT TO
SERVICES AGREEMENT FOR THE
PROVISION OF HOMELESS SERVICES**

This FIRST AMENDMENT ("First Amendment") is entered into by and between the **City of Gainesville, Florida, a municipal corporation** ("City"), and the **Alachua County Coalition for the Homeless and Hungry, Inc., a Florida not-for-profit corporation** ("Provider"). The City and the Provider may be collectively referred to herein as the "Parties" or individually referred to as a "Party."

W I T N E S S E T H:

WHEREAS, on November 26, 2019, the City and the Provider entered into a Services Agreement for the Provision of Homeless Services ("Service Agreement") that had an effective date of October 1, 2019; and

WHEREAS, at the September 26, 2019, City Commission Meeting, the City Commission approved: 1) In FY20, the City would support GRACE at \$1,000,000 and the County would support GRACE at \$500,000, and each would contribute \$250,000 toward Dignity Village closure; 2) In FY21, the City would support GRACE at \$1,250,000 and the County would support GRACE at \$250,000; and 3) In FY22, the City would support GRACE at \$1,500,000; and

WHEREAS, the establishment and operation of a Transitional Campground is a key component of the two-year plan (FY20 and FY21) to close Dignity Village and set up a campground on the GRACE campus; and

WHEREAS, at the December 3, 2020, City Commission Meeting, the City Commission approved allocating additional funding for the Transitional Campground in FY21, and requested staff to continue to work to identify funds for the Transitional Campground in FY21; and

WHEREAS, City would support the Transitional Campground in the amount of \$193,347 in FY21. Additionally, partial funding in the amount of \$66,037 remaining from funds appropriated by the City and County in FY20 will be applied to the FY21 Transitional Campground Operating Costs, which equates to total funding of \$259,384 in FY21; and

WHEREAS, the parties desire to amend the Service Agreement in accordance with Section 27 of the Service Agreement.

NOW, THEREFORE, City and Provider agree as follows:

1. Section **2.2 Transitional Campground Operations Plan** of the Service Agreement is deleted and replaced as follows.

2.2 Transitional Campground Operations Plan: The Provider shall fully perform the Scope of Services as described in **EXHIBIT 1B – Transitional Campground Operations Plan** attached hereto and incorporated herein by reference through July 31, 2021. With City Commission approval, the parties may extend the provision of such services beyond that date by mutual agreement. The Scope and Schedule of Services describes the minimum level of services required to find more appropriate housing options for individuals currently residing in Dignity Village.

Collectively, the obligations described in this Section 2 may be referred to as the “Project,” the “Services,” or the “Work.”

2. Section **3.1 Total Funding Amount** of the Service Agreement is deleted and replaced as follows.

3.1 Total Funding Amount:

During the Term of this Agreement, “Total Funding Amount” means the amount the City (with any contribution from the County) must commit to fund the services provided by the Provider pursuant to this Agreement in a given budget cycle to avoid interruption of services and termination of this Agreement. The Total Funding Amounts are outlined as follows:

Fiscal Year Contribution	ACCHH GRACE Services	ACCHH Transitional Campground Operations Startup Costs & Operations
FY 19-20	\$1,500,000	\$367,963**
FY 20-21	\$1,500,000	\$259,384
FY 21-22	\$1,500,000	
FY 22-23	\$1,500,000	
FY23-24	\$1,500,000	

Note:

****The FY 2019-2020 funding appropriated by the City and County Commissions is \$500,000 for the Transitional Campground Operations includes startup costs (\$118,484) plus 10 months of operations costs (\$249,479) for a total costs of \$367,963 to be paid to the ACCHH. Additional fencing and security costs for the closure of Dignity Village in the amount \$66,000 are not a part of this Agreement. These costs will be the responsibility of the City and County. The FY 2019-2020 operating and start-up costs are \$367,963 (ACCHH) and \$66,000 (City/County) for a total cost of \$433,963. See Exhibit 2B- Transitional Campground Operations Plan Budget.**

The obligation of the City to contribute funding for this Agreement is contingent upon specific annual appropriations by the City Commission. The Parties acknowledge that partial funding in the amount of \$66,037 has already been appropriated for FY 2020-2021 Transitional Campground operations costs. The remaining \$66,037 in appropriated funds will be applied to FY 2020-2021 Transitional Campground Operations costs.

The Parties understand and agree that this Agreement is not a commitment of any future appropriations. Changes to the Total Funding Amounts provided here are permissible only by written amendment to this Agreement approved by the Gainesville City Commission.

3. Section **3.2.2 FY 20-21 Funding and Budgets** of the Service Agreement is deleted and replaced as follows.

3.2.2 FY 20-21 Funding and Budgets:

The City shall pay the Provider for the services performed in FY 20-21 pursuant to this Agreement in an amount not to exceed the sum of One Million Seven Hundred Fifty-Nine Thousand Three Hundred Eighty Four and No/100 Dollars (\$1,759,384.00). The payments will be made as outlined below:

Month	GRACE Services	Transitional Campground Operations	Total
October 2020	\$125,000.00	\$24,947.00	\$149,947.00
November 2020	\$125,000.00	\$24,947.00	\$149,947.00
December 2020	\$125,000.00	\$24,928.00	\$149,928.00
January 2021	\$125,000.00	\$24,928.00	\$149,928.00
February 2021	\$125,000.00	\$24,928.00	\$149,928.00
March 2021	\$125,000.00	\$26,940.00	\$151,940.00
April 2021	\$125,000.00	\$26,940.00	\$151,940.00
May 2021	\$125,000.00	\$26,940.00	\$151,940.00
June 2021	\$125,000.00	\$26,940.00	\$151,940.00
July 2021	\$125,000.00	\$26,946.00	\$151,946.00
August 2021	\$125,000.00		\$125,000.00
September 2021	\$125,000.00		\$125,000.00
Total	\$1,500,000	\$259,384.00	\$1,759,384.00

4. Section 6 **BUDGET REPORTS/AUDITED FINANCIAL STATEMENTS** of the Service Agreement is deleted and replaced as follows.

BUDGET REPORTS/AUDITED FINANCIAL STATEMENTS

The Provider shall submit the following Budget Reports and Audited Financial Statements to the City and County. The Budget Reports shall be prepared in accordance with generally accepted accounting principles (GAAP) and shall include all sources of revenue and all expenditures for the Project, not just the revenues and expenditures associated with the City and County funding.

Budget Reports :

- On or before **February 1st** during the term of this Agreement (as described in Section 1 of this Agreement), a comparison of the estimated budget with the actual budget for the first quarter (October 1 – December 31).
- On or before **May 1st** during the term of this Agreement (as described in Section 1 of this Agreement), a comparison of the estimated budget with the actual budget for the second quarter (January 1 - March 31), including a mid-year true-up revenue and expense budget.
- On or before **August 1st** during the term of this Agreement (as described in Section 1 of this Agreement), a comparison of the estimated budget with the actual budget for the third quarter (April 1 – June 30).
- On or before **November 1st** during the term of this Agreement (as described in Section 1 of this Agreement), a comparison of the estimated budget with the actual budget for the final quarter (July 1 - September 30), including a true-up revenue and expense budget.

Audited Financial Statements

- On or before **March 31st** during the term of this Agreement (as described in Section 1 of this Agreement), the Provider's Annual Audited Financial Statements, including management letter, corrective response, and any other reports or correspondence relating to the audit findings or recommendations that are issued in connection with the audit, for fiscal year ending: September 30.

5. Section 20 **CONTACT PERSONS/NOTICE** of the Service Agreement is deleted and replaced as follows.

CONTACT PERSONS/NOTICE

The Parties designate the following persons 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 below persons may not be the persons authorized to bind the Party with respect to this Agreement. For any notice(s) required to be provided pursuant to this Agreement, the parties shall provide such notice 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

Deborah V. Bowie, Assistant City Manager
City Manager's Office, Mail Station 6
Post Office Box 490
Gainesville, Florida 32627-0490
Phone: (352) 393-5010

Provider

Jon DeCarmine, Executive Director
3055 NE 28th Drive
Gainesville, Florida 32609
Phone: (352) 792-0800

County

Claudia Tuck, Department Director, Community Support Services
218 SE 24th Street
Gainesville, Florida 32641
Phone: (352) 264-6704

6. Section 23 **PUBLIC RECORDS** of the Service Agreement is deleted and replaced as follows.

PUBLIC RECORDS

Florida has a very broad public records law and certain records of the Provider may be subject to the Florida Public Records Act (Chapter 119, Florida Statutes). By entering into this Agreement with the City, the Provider acknowledges that it will comply with this section and that failure by Provider to comply with this section is a breach of this Agreement and the City may pursue all available remedies.

A request to inspect or copy any public records, as defined in Section 119.011(12), Florida Statutes, relating to this Agreement must be made directly to the City. If the City does not possess the requested public records, the City shall immediately notify the Provider of the request and the Provider shall, within a reasonable duration of time, either provide the records to the City or allow the records to be inspected or copied. In addition, the Provider shall:

- a) Keep and maintain all public records required by the City to perform the service;
- b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time 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 for the

duration of this Agreement and following termination of this Agreement if the Provider does not transfer the records to the City; and

- d) Upon termination of this Agreement, transfer to the City at no cost to the City all public records in possession of the Provider or keep and maintain the public records required by the City to perform the service. If the Provider transfers all public records to the City upon termination of this Agreement, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon termination of this Agreement, the Provider shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Deborah V. Bowie, Assistant City Manager
City Manager's Office, Mail Station 6
Post Office Box 490
Gainesville, Florida 32627-0490
Phone: (352) 393-5010
Email: bowiedv@cityofgainesville.org

- 7. Save and except as expressly amended herein, all other terms and provisions of the Service Agreement shall be and remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed and caused this First Amendment to take effect as of the date the last of the Parties has executed same.

CITY:

PROVIDER:

Lee R. Feldman, ICMA-CM, City Manager

Michael Raburn, Board Chair

Date

Date

WITNESS:

WITNESS:

Signature

Signature

Printed Name: _____

Printed Name: _____

APPROVED AS TO FORM AND LEGALITY:

Sean McDermott, Senior Assistant City Attorney